

AGREEMENT

between the

**SOUTH WINDSOR
BOARD OF EDUCATION**

and the

**SOUTH WINDSOR
EDUCATIONAL SUPPORTIVE STAFF**

**LOCAL 1303-206, COUNCIL NO. 4
of the
AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO**

July 1, 2023 - June 30, 2026

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PREAMBLE This AGREEMENT is entered into by and between the Board of Education of the Town of South Windsor (hereinafter referred to as the "Board") and the South Windsor Educational Supportive Staff, Local 1303-206, Council No. 4 of the American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as "Union").

ARTICLE I **RECOGNITION**

- 1.0 The Board recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours, and other conditions of employment for all educational supportive staff employees of the Board except substitutes, temporary or extra help persons and part-time employees who work less than twenty (20) hours per week; excluding the Administrative Assistant to the Superintendent of Schools, the Administrative Assistant to the Assistant Superintendent for Personnel and Administration, the Administrative Assistant to the Assistant Superintendent for Curriculum and Instruction, and the Business Office Supervisor.

The educational supportive staff employees are non-certified secretaries, stenographers, clerks, clerk-typists, library managers, library assistants, paraprofessionals, accounting specialists, payroll specialists, human resources specialists, human resources benefits specialists, student information system specialist/registrar and do not include cafeteria employees, custodial and maintenance employees, and nurses.

- 1.1 A substitute is a temporary replacement for an employee who is filling an existing position.

A temporary or extra help person is one who is hired temporarily to supplement the work force on a project or workload basis.

A temporary or extra help person may work twenty (20) or more hours a week during a consecutive period.

A temporary or extra help person may not work for the Board of Education for more than 120 days as defined in the Municipal Employee Relations Act, Section 7-467.

A record of all temporary or extra help use shall be made available to the Union for its review quarterly.

- 1.2 The Union shall furnish the Board with a list of its officers and grievance committee members, and, as soon as possible, notify the Board in writing of any changes therein. Such notification shall be sent to the Assistant Superintendent for Personnel and Administration. No officer or grievance committee member shall be recognized by the Board until such written notification or appointment shall be received by the Board from a duly authorized officer of the Union.

ARTICLE II
UNION SECURITY

- 2.0 All employees of the Employer covered by this Agreement, who are members of the Union in good standing, on the effective (execution) date of this Agreement, may remain members in good standing of the Union during the term of this Agreement.
- 2.1 All employees covered by this Agreement, and hired on or after its effective (execution) date may, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.
- 2.2 The Board agrees that, upon the written authorization of any employee in the bargaining unit, as defined in the Agreement, it will make bi-weekly deductions from the wages of such employee for Union dues or voluntary union service fees, if permitted by law. Such authorization shall be submitted at least thirty (30) days before it is to become effective. Such deduction shall be discontinued only in the event of termination of authorization for such deductions by the employee with written notice to the Union. The Union reserves the right to modify and/or replace the deduction authorization form.
- 2.3 The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in the rates of fees and dues. Such notification shall be sent to the Payroll Division of the Accounting Services Department.
- 2.4 All deductions under this Section will be made from the wages payable for each bi-weekly pay period of each month. The total amount deducted each pay period will be deducted from wages and remitted by the Board, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Secretary of the Union. Such remittance shall be made by the third Thursday of the month following the month in which deductions are made together with the following information for all employees represented by the bargaining unit: Name (last, first, middle initial), employee ID, job title, worksite location, work telephone number, date of hire, work email address, home address and, if authorized by the employee via written authorization provided to the exclusive representative, the employee's home phone number, personal cell phone number, and personal email address if on file with the Board.
- 2.5 If the wages payable for the bi-weekly pay period are not sufficient to allow the deduction to be made from one bi-weekly paycheck, the deduction will be made from the sufficient wages payable each subsequent pay period until an amount equal to the dues outstanding has been made.
- 2.6 Once they have been turned over to the authorized responsible official of the Union, the Union agrees to save the Board harmless from any action growing out of these deductions and commenced by any employee against the Board and assumes full responsibility for the disposition of the funds so disbursed.

- 2.7 The Board shall make the contract available to employees as follows:
- a. New employees shall be offered a copy of this Agreement at the time of hire.
 - b. The Board shall provide the Council No. 4 office with three (3) signed contracts and an electronic version after the signing of this Agreement.
 - c. An electronic version of this Agreement shall be available to members of the bargaining unit within thirty (30) days after the signing of this Agreement.
- 2.8 The Board agrees to provide space on a bulletin board in each building under its supervision in which a member of the bargaining unit works for the exclusive use of the Union.
- 2.9 The Board agrees that there will be no lockout of any employee or employees, and the Union agrees that there shall be no strike, slowdown, suspension, or stoppage of work in any part of the Board's operation during the life of this Agreement.
- 2.10 All new hires which are represented by the bargaining unit, within fifteen (15) days of their start date or prior to hire, shall be permitted to meet with one representative of the Union, for up to thirty (30) minutes without loss of pay, to attend a Union orientation. Management shall not be present during the Union's orientation.

ARTICLE III
PRESERVATION OF RIGHTS

- 3.0 The parties recognize that the Board retains all rights it had prior to the signing of this Agreement, except such rights that have been specifically relinquished or abridged in this Agreement. The rights of the Board include but are not limited to the following:
- a. Determining the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Board;
 - b. Establishing or continuing policies, practices and procedures for the conduct of Board business and, from time to time, changing or abolishing such policies, practices or procedures;
 - c. Selecting and determining the number and types of employees required to perform the Board's operations;
 - d. Employing, transferring, promoting or demoting employees, or laying off, disciplining, suspending, terminating, furloughing or otherwise relieving employees from duty for lack of work or other legitimate reasons;

- e. Prescribing and enforcing reasonable rules and regulations provided such rules and regulations are made known to employees affected by them, including but not limited to prescribing rules for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board;
- f. Creating job specifications and revising existing job specifications as deemed necessary and to ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees provided that, upon request, the Board agrees to negotiate with the Union regarding any impact which any such change may have on employees' wages, hours or other terms of employment;
- g. Taking any action which the Board reasonably believes is necessary to comply with any legal requirement regardless of the restrictions imposed by any terms and conditions of this Agreement.

3.1 The parties further recognize that the employees retain all rights they had prior to the signing of this Agreement, except such rights that have been specifically relinquished or abridged in this Agreement.

ARTICLE IV **WAGES**

4.0 Whenever an employee is permanently moved from one classification to a different classification which has a higher rate of pay, he/she shall be placed on the Position Rate Implementation Schedule at a rate which is at least fifty cents (\$.50) higher per hour than the rate the employee was previously receiving, and he/she will receive regular increments until he/she reaches the position rate in accordance with Section 4.3.

4.1 Whenever an employee is voluntarily moved from a classification to a different classification which has a lower rate of pay, he/she shall be paid at the maximum position rate for the new position.

Whenever an employee is involuntarily moved, for reasons other than discipline, from a classification to a different classification which has a lower rate of pay, he/she shall be paid at the rate he/she was receiving in his/her current position and shall continue to receive all the scheduled increments. This provision shall not apply to Specialty Program Paraprofessionals who are involuntarily moved to another paraprofessional position.

When an employee is temporarily assigned to a position in a higher classification, he/she shall be paid at the appropriate rate of pay within the higher position, beginning on the eleventh (11th) consecutive workday of the temporary assignment. The appropriate rate of pay shall mean the rate in the new position

that corresponds to the amount of time that the employee has been employed by the Board. When the assignment concludes and the employee returns to his/her former position, the employee's rate of pay will revert back to the appropriate pay rate for that former position.

Whenever an employee is involuntarily moved for reasons of discipline, from a classification to a different classification which has a lower rate of pay, the salary schedule shall be determined based on the following:

- ◆ The "Position" rate shall be applicable if the rate is less than the rate the disciplined employee was receiving at his/her current position.
- ◆ If the "Position" rate is higher than the rate the disciplined employee was receiving at his/her current position, the disciplined employee will be paid at the different classification rate ("Entry," "3 Months," "6 Months," "12 Months," or "18 Months) that is one step less than the rate the disciplined employee was receiving at his/her current position.
- ◆ The disciplined employee will continue to receive all scheduled increments.

4.2 Wages shall be in accordance with the Rate Schedule below.

Effective July 1, 2023, the wages in effect for the 2022-23 school year shall be increased by 3.25% in order to create the 2023-24 wages.

Effective July 1, 2024, the wages in effect for the 2023-24 school year shall be increased by 3.25% in order to create the 2024-25 wages.

Effective July 1, 2025, the wages in effect for the 2024-25 school year shall be increased by 3.25% in order to create the 2025-26 wages.

Rate Schedule

| Associate Principal Secretary, Guidance Secretary | | | | |
|--|------|----------------|----------------|----------------|
| | | 2023-24 | 2024-25 | 2025-26 |
| Entry | 75% | \$22.84 | | |
| 3 Months | 80% | \$24.36 | | |
| 6 Months (Entry if DOH after 7/1/23) | 85% | \$25.88 | \$26.72 | \$27.59 |
| 12 Months | 90% | \$27.41 | \$28.30 | \$29.21 |
| 18 Months | 95% | \$28.93 | \$29.87 | \$30.84 |
| Position | 100% | \$30.45 | \$31.44 | \$32.46 |
| | | | | |

| Human Resources Benefits Specialist, Human Resources Specialist, Payroll Specialist, Accounting Specialist | | | | |
|---|------|----------------|----------------|----------------|
| | | 2023-24 | 2024-25 | 2025-26 |
| Entry | 75% | \$24.24 | | |
| 3 Months | 80% | \$25.86 | | |
| 6 Months (Entry if DOH after 7/1/23) | 85% | \$27.47 | \$28.36 | \$29.28 |
| 12 Months | 90% | \$29.09 | \$30.03 | \$31.01 |
| 18 Months | 95% | \$30.70 | \$31.70 | \$32.73 |
| Position | 100% | \$32.32 | \$33.37 | \$34.45 |
| School Administrative Secretary, Central Office Administrative Secretary | | | | |
| | | 2023-24 | 2024-25 | 2025-26 |
| Entry | 75% | \$25.67 | | |
| 3 Months | 80% | \$27.38 | | |
| 6 Months (Entry if DOH after 7/1/23) | 85% | \$29.09 | \$30.03 | \$31.01 |
| 12 Months | 90% | \$30.80 | \$31.80 | \$32.83 |
| 18 Months | 95% | \$32.51 | \$33.56 | \$34.66 |
| Position | 100% | \$34.22 | \$35.33 | \$36.48 |
| Student Information Specialist/Registrar | | | | |
| | | 2023-24 | 2024-25 | 2025-26 |
| Entry | 75% | \$54,206 | | |
| 3 Months | 80% | \$57,820 | | |
| 6 Months (Entry if DOH after 7/1/23) | 85% | \$61,434 | \$63,431 | \$65,493 |
| 12 Months | 90% | \$65,048 | \$67,162 | \$69,345 |
| 18 Months | 95% | \$68,661 | \$70,892 | \$73,196 |
| Position | 100% | \$72,275 | \$74,624 | \$77,049 |
| Part Time Office Clerk, School Office Support Clerk, Central Office Clerk | | | | |
| | | 2023-24 | 2024-25 | 2025-26 |
| Entry | 75% | \$20.69 | | |
| 3 Months | 80% | \$22.07 | | |
| 6 Months (Entry if DOH after 7/1/23) | 85% | \$23.45 | \$24.22 | \$25.01 |
| 12 Months | 90% | \$24.83 | \$25.64 | \$26.48 |
| 18 Months | 95% | \$26.21 | \$27.07 | \$27.95 |
| Position | 100% | \$27.59 | \$28.49 | \$29.42 |

| Central Office Facilities Clerk | | | | |
|---|------|----------------|----------------|----------------|
| | | 2023-24 | 2024-25 | 2025-26 |
| Entry | 75% | \$21.86 | | |
| 3 Months | 80% | \$23.32 | | |
| 6 Months (Entry if DOH after 7/1/23) | 85% | \$24.78 | \$25.59 | \$26.42 |
| 12 Months | 90% | \$26.24 | \$27.09 | \$27.97 |
| 18 Months | 95% | \$27.69 | \$28.60 | \$29.53 |
| Position | 100% | \$29.15 | \$30.10 | \$31.08 |
| Supervisory Paraprofessional | | | | |
| | | 2023-24 | 2024-25 | 2025-26 |
| Entry | 75% | \$15.68 | | |
| 3 Months | 80% | \$16.72 | | |
| 6 Months (Entry if DOH after 7/1/23) | 85% | \$17.77 | \$18.34 | \$18.94 |
| 12 Months | 90% | \$18.81 | \$19.42 | \$20.05 |
| 18 Months | 95% | \$19.86 | \$20.50 | \$21.17 |
| Position | 100% | \$20.90 | \$21.58 | \$22.28 |
| Instructional Paraprofessional | | | | |
| | | 2023-24 | 2024-25 | 2025-26 |
| Entry | 75% | \$18.05 | | |
| 3 Months | 80% | \$19.26 | | |
| 6 Months (Entry if DOH after 7/1/23) | 85% | \$20.46 | \$21.12 | \$21.81 |
| 12 Months | 90% | \$21.66 | \$22.37 | \$23.09 |
| 18 Months | 95% | \$22.87 | \$23.61 | \$24.38 |
| Position | 100% | \$24.07 | \$24.85 | \$25.66 |
| Specialty Program Paraprofessional | | | | |
| | | 2023-24 | 2024-25 | 2025-26 |
| Entry | 85% | \$22.16 | \$23.12 | \$23.81 |
| 12 Months | 90% | \$23.46 | \$24.37 | \$25.09 |
| 18 Months | 95% | \$24.77 | \$25.61 | \$26.38 |
| Position | 100% | \$26.07 | \$26.85 | \$27.66 |
| Administration will identify employees who qualify as a specialty program paraprofessional and will provide the list to the Union at the start of each school year. | | | | |

| Library Manager | | | | |
|--------------------------------------|------|----------------|----------------|----------------|
| | | 2023-24 | 2024-25 | 2025-26 |
| Entry | 75% | \$22.01 | | |
| 3 Months | 80% | \$23.48 | | |
| 6 Months (Entry if DOH after 7/1/23) | 85% | \$24.95 | \$25.76 | \$26.59 |
| 12 Months | 90% | \$26.42 | \$27.27 | \$28.15 |
| 18 Months | 95% | \$27.88 | \$28.79 | \$29.72 |
| Position | 100% | \$29.35 | \$30.30 | \$31.28 |
| Library Assistant | | | | |
| | | 2023-24 | 2024-25 | 2025-26 |
| Entry | 75% | \$20.95 | | |
| 3 Months | 80% | \$22.34 | | |
| 6 Months (Entry if DOH after 7/1/23) | 85% | \$23.74 | \$24.51 | \$25.31 |
| 12 Months | 90% | \$25.14 | \$25.96 | \$26.80 |
| 18 Months | 95% | \$26.53 | \$27.40 | \$28.29 |
| Position | 100% | \$27.93 | \$28.84 | \$29.78 |

The paraprofessional position(s) that drive for the Project Worth Young Adult Academy program shall receive an additional stipend of five hundred (\$500) dollars which shall be paid in two (2) installments of two hundred and fifty (\$250) dollars on December 1 and June 1 of each school year. The Board will continue to provide training and licensing for the paraprofessional position(s) that drive for the program.

4.3 Position Rate Implementation Schedule

New Employees

The implementation schedule for employees hired after July 1, 1990 and before July 1, 2023, will be as follows:

1. The entry rate is the starting rate in effect for the first three month period of employment. The entry rate is based on 75% of the established hourly rate for the classification.
2. Upon completion of three months of service, the employee will move to the three month rate, which is 80% of the established hourly rate for the classification.
3. Upon completion of six months of service, the employee will move to the six month rate, which is 85% of the established hourly rate for the classification.
4. Upon completion of one full year of service, the employee will move to the twelve (12) month rate, which is 90% of the established hourly rate for the classification.

5. Upon completion of eighteen (18) months of service, the employee will be placed at the eighteen (18) month rate, which is 95% of the established hourly rate for the classification.
6. Upon completion of two years of service, the employee will be placed at the established hourly rate for the classification.

The implementation schedule for employees hired on or after July 1, 2023 will be as follows:

1. The entry rate is the starting rate in effect for the first year of employment. The entry rate is based on 85% of the established hourly rate for the classification.
2. Upon completion of one full year of service, the employee will move to the twelve (12) month rate, which is 90% of the established hourly rate for the classification.
3. Upon completion of eighteen (18) months of service, the employee will be placed at the eighteen (18) month rate, which is 95% of the established hourly rate for the classification.
4. Upon completion of two years of service, the employee will be placed at the established hourly rate for the classification.
5. New hires may be assigned on the rate schedule consistent with their past experience, as determined by the Superintendent or his/her designee. If an employee has more than two years of experience in a comparable role at another employer, as determined by the Superintendent or his/her designee, the Superintendent or his/her designee may place the employee at the established hourly rate for the classification.

4.4 Job descriptions will not be changed or altered, and positions will not be reclassified, without discussing the impact of such changes or alterations with the affected employee with a Union representative present.

4.5 Position Allocation Schedule/Hourly Rate Employees Classification

| | | |
|---|--|---|
| <ul style="list-style-type: none"> • Associate Principal Secretary Guidance Secretary • Human Resources Benefits Specialist | <ul style="list-style-type: none"> • Part Time Office Clerk • School Office Support Clerk • Central Office Clerk • Central Office Facilities Clerk | <ul style="list-style-type: none"> • Library Assistant |
| <ul style="list-style-type: none"> • Human Resources Specialist • Payroll Specialist • Accounting Specialist | <ul style="list-style-type: none"> • Supervisory Paraprofessional | <ul style="list-style-type: none"> • Library Manager |
| <ul style="list-style-type: none"> • School Administrative Secretary • Central Office Administrative Secretary | <ul style="list-style-type: none"> • Instructional Paraprofessional | |
| <ul style="list-style-type: none"> • Student Information System Specialist/ Registrar | <ul style="list-style-type: none"> • Specialty Program Paraprofessional | |

4.6 Longevity Payment

A longevity payment shall be given to an employee, provided such employee has completed the noted length of continuous service with the Board, based on an employee's anniversary date of employment.

The longevity schedule for amounts to be paid is as follows:

After five (5) years of continuous service, an employee will receive a longevity payment of seventy-five dollars (\$75) per year subject to a fifteen hundred dollar (\$1,500) maximum longevity payment.

Such longevity amount shall not become part of the employee's base hourly rate or base salary.

Said longevity payment shall be payable in the first pay period following the employee's anniversary date of employment.

Employees hired after August 29, 2005 shall receive longevity at fifty percent (50%) of the aforementioned rates.

Employees hired after July 1, 2011, shall not receive a longevity payment.

4.7 Afternoon Work

Employees working a regularly scheduled afternoon/evening work day, for hours worked beyond 4:30 p.m., shall receive a forty cent (\$.40) per hour shift differential.

4.8 Bi-Weekly Pay

The parties agree to switch to bi-weekly pay effective July 1, 2011, for all employees of the bargaining unit.

4.9 Direct Deposit

All employees shall be required to utilize direct deposit for paycheck processing.

ARTICLE V
HOURS OF WORK AND OVERTIME

5.0 Hours and Months Worked by Classification

Delineated below are the hours per day and months worked by classification:

| Classification | Months Worked | Hours Per Day |
|--|-------------------------|----------------------------|
| <ul style="list-style-type: none"> • Human Resources Benefits Specialist • Human Resources Specialist • Payroll Specialist • Accounting Specialist | 12.00 | 7.5 |
| <ul style="list-style-type: none"> • Student Information System Specialist/Registrar | 12.00 | 7.5 (Salaried Position) |
| <ul style="list-style-type: none"> • School Administrative Secretary • Central Office Administrative Secretary | 12.00 | 7.5 |
| <ul style="list-style-type: none"> • Associate Principal Secretary • Guidance Secretary | 11.25 | 7.5 |
| <ul style="list-style-type: none"> • Part Time Office Clerk • School Office Support Clerk • Central Office Clerk | 10.50 10.50 10.50 | 4.0 7.5 7.5 |
| <ul style="list-style-type: none"> • Central Office Facilities Clerk | 12.00 | 7.5 |
| <ul style="list-style-type: none"> • Supervisory Paraprofessional | 10.00 | 7.25 |
| <ul style="list-style-type: none"> • Instructional Paraprofessional* | 9.50 | 6.25 |
| <ul style="list-style-type: none"> • Specialty Program Paraprofessional* | 9.50 | 6.25 |
| <ul style="list-style-type: none"> • Library Manager | 10.00 | 7.25 |
| <ul style="list-style-type: none"> • Library Assistant | 10.00 | 7.25 |

*The hours worked by an instructional paraprofessional or a specialty program paraprofessional assigned to a specific student or students with disabilities or those of supervisory paraprofessionals are dictated by program requirements and may differ from the hours listed. Instructional paraprofessionals, whose salaries are paid through state or federal grants, may work fewer than hours listed. In the event of grant cutbacks, administration will review instructional needs and pursue all possible alternatives before applying a general reduction in hours. The Board reserves the right to reduce staff in accordance with the provisions of this contract.

5.1 People classified as nine and one-half (9.5) month employees shall work all student attendance days, convocation day, and two (2) in-service days. Notwithstanding, if the Board of Education adjusts the school calendar due to unplanned school closings, such employees shall have the option to work

scheduled non-student days with prior notification to the employee's direct supervisor. On such days, the employee shall perform work as assigned to him/her by his/her direct supervisor.

People classified as ten (10) month employees shall work all student attendance days, seven days (7) immediately prior to the first student attendance day which includes convocation day and one in-service day and an additional five (5) days to be scheduled by the supervisor. Notwithstanding, if the Board of Education adjusts the school calendar due to unplanned school closings, such employees shall have the option to work scheduled non-student days with prior notification to the employee's direct supervisor. On such days, the employee shall perform work as assigned to him/her by his/her direct supervisor.

People classified as ten and one-half (10.5) month employees shall work all student attendance days, seven (7) days immediately prior to the first student attendance day (including convocation day and in-service day) and fifteen (15) days to be scheduled by the supervisor upon mutual agreement with the employee. Notwithstanding, if the Board of Education adjusts the school calendar due to unplanned school closings, such employees shall have the option to work scheduled non-student days with prior notification to the employee's direct supervisor. On such days, the employee shall perform work as assigned to him/her by his/her direct supervisor.

People classified as eleven and one-quarter (11.25) month employees shall work the entire year minus fifteen (15) unpaid days. Unpaid days to be scheduled by the supervisor. For purpose of calculation vacation time, eleven and one quarter (11.25) month positions have the same vacation entitlement twelve (12) month positions.

- 5.2 During summer and school vacations, employees may elect to reduce their work hours by one-half (1/2) hour per day with notice given to their supervisor. Said reduction of one-half (1/2) hour shall be shown on their timecards and such employees will not be paid for same.

During summer and school vacations, employees may elect to reduce their work hours over and above the one-half (1/2) hour with approval of their supervisor. Said reduction shall be shown on their timecards and such employees will not be paid for same.

Employees normally scheduled to work during the summer may request to alter the start and/or end time of their scheduled hours for the duration of the summer, while school is not in session for students. Such requests must be submitted to the requesting employee's supervisor. The decision regarding whether to approve the request shall be made in the supervisor's sole discretion. It is understood that employees will not be permitted to change the days of their work week and that all buildings must have sufficient coverage on every weekday and during all regular school hours.

5.3 Lunch Period

The hours cited in the preceding paragraphs represent working hours and do not include a lunch period. Each employee shall have a one-half (1/2) hour lunch period, which shall be scheduled in conjunction with the requirements of the particular work station and shall fall during the normal midday lunch period of the building where he/she is employed.

5.4 When a paid holiday, hereinafter defined, falls during the work week, it shall be included as hours worked in determining overtime.

5.5 Compensatory time shall not be used in lieu of overtime payment.

5.6 Time and one-half shall be paid for:

- a. All scheduled work performed in excess of eight (8) hours in any one work day.
- b. All scheduled work performed in excess of forty (40) hours in any one work week.
- c. All scheduled work performed on Saturday as such.

5.7 Double time shall be paid for:

- a. All scheduled work performed on Sunday.
- b. All scheduled work performed on officially designated holidays when school is not in session for students.

5.8 Straight time shall be paid for:

- a. All scheduled work performed in excess of the established hours/day up to eight (8) hours in any one work day.
- b. All scheduled work performed in excess of the established hours/weeks up to forty (40) hours in any work week.

5.9 Overtime shall be offered on a voluntary basis to the extent practicable; except that when no employee volunteers, and the Superintendent of Schools, or his/her designate, deems it necessary, appropriate employees may be required to work overtime.

The Student Information Specialist/Registrar is an exempt position and shall not be eligible for overtime as described in Section 5.4 through this provision (5.9).

5.10 When in the judgment of the Superintendent of Schools, or his/her designate, the work schedule requirements necessitate it, temporary or extra help persons may be used in addition to overtime. When employees decline overtime, temporary or extra help persons outside the bargaining unit may be used.

Special Services Extra Summer Hours

SWESS employees interested in working extra summer hours for the Special Services department will submit an application to the assistant superintendent for personnel and administration by April 1 of the current school year. Applications

are available through the office of Special Services. Bargaining unit members shall be compensated based on that employee's rate of pay.

General Extra Hours

SWESS employees interested in working extra hours during the upcoming academic school year (summer and school vacation periods) will submit written notification to the assistant superintendent for personnel and administration by May 1 annually. Bargaining unit members shall have preference for all summer and vacation hours and shall be compensated based on that employee's rate of pay. A list of the SWESS employees who submit written notification of interest in extra hours by May 1 shall be provided to the Union President by May 15 annually. The selection of employees for extra hours shall be decided in the sole discretion of the Assistant Superintendent for Personnel and Administration or his/her designee.

5.11 High School Exam Days and Middle School and Elementary School Conference Days

On high school exam days and middle school conference days (sixth-grade only) and elementary school conference days, paraprofessionals who wish to do so may end their work day at the time of student dismissal. Such paraprofessionals who take advantage of this option will be required to record the actual hours worked on their time record and will be paid for the actual hours worked. Paraprofessionals who wish to work their normal workday on the above-mentioned days may continue to do so and will be paid accordingly.

Paraprofessionals who have routine bus duty assignments will be expected to fulfill their bus duty obligation. Such paraprofessionals may end their workday at the conclusion of their bus duty assignment or may end their workday upon the completion of their normal workday, whichever is later, and will be paid accordingly.

5.12 South Windsor Public Schools Delay of School

On a day in which a delay of school has been called for the South Windsor Public Schools, all SWESS employees will be expected to arrive as close to their normal start time as weather patterns and road safety conditions will allow. All SWESS employees will be expected to arrive no later than the duration of the district ordered delay (90 min, 1 hour, 2 hours, etc.) past their normal start time. All SWESS employees will be paid for a normal work day.

5.13 South Windsor Public Schools Delay of School Exemption

An exemption may be requested by SWESS employees who have childcare issues regarding the supervision of their own children as a result of a delay of school for the South Windsor Public Schools. Such exemption will permit employees to arrive not later than the duration of the district ordered delay (90 min, 1 hour, 2 hours, etc.) past their normal start time. Said employees will be

paid for a normal work day. In order to be granted an exemption an exemption form (Appendix A) must be submitted to the building principal/supervisor by the last day of September of each school year.

5.14 Early Release of School Due to Inclement Weather or Other Safety-Related Conditions

All Clerical SWESS employees may leave early on an early release day if it is necessary. However, Clerical SWESS employees who exercise this option will not be paid for a normal work day. Clerical SWESS employees will record the actual hours worked on their time record and will be paid for the actual hours worked. No Clerical SWESS employee shall leave less than 30 minutes after all students have left for the day.

All Clerical SWESS employees may choose to remain on an early release day until the end of their normal work day or until they have been excused by their building principal/supervisor/administrator. All Clerical SWESS employees who are excused by their building principal/supervisor/administrator will be paid for a normal work day.

All non-clerical SWESS employees will be dismissed no later than 30 minutes after all students in their building have left for the day and such employees shall be paid for their normal work day. However, in an emergency situation, an employee(s) may be required to stay later than 30 minutes after all students in their building have left for the day. When the emergency situation is resolved, the employee will be released.

5.15 Close of School Due to Inclement Weather or Other Safety-Related Conditions

Should school be closed due to inclement weather, non twelve-month employees will follow the districtwide schedule. All twelve-month employees and eleven and one-quarter month employees should arrive at work as close to their normal start time as weather patterns and road safety conditions will allow. On days when the district closes due to weather or other safety-related conditions, the administration may require twelve-month employees and eleven and one-quarter month employees to work remotely. The District shall provide the necessary technology for employees to work remotely, as determined by administration.

Should one or more school buildings be closed due to other safety-related conditions, paraprofessionals that work in multiple locations will be expected to arrive at the open school location in accordance with the building schedule established for that day.

ARTICLE VI
JOB VACANCIES

6.0 The manner of filling permanent job vacancies covered by this Agreement shall be in accordance with the terms of this section.

6.1 For the purpose of this article, a permanent vacancy is created when the Board determines the need to increase the educational supportive staff, or when any of the following personnel transactions take place affecting positions covered by this Agreement and the Board determines the need to replace the previous employee: terminations (caused by discharge, resignation, retirement), position transfers, or promotions.

6.2 Vacancies shall be posted in each school and at the office of the Board of Education for seven (7) working days.

Postings and open advertising for new employees to fill the new position may occur concurrently.

Copies of all SWESS postings and job descriptions shall be given to the Union president upon posting. During the summer, they will be forwarded by mail to the president or her/his designee in her/his absence.

Upon filling of a position, the names of all SWESS applicants shall be submitted to the Union president.

6.3 When two or more applicants possess equal qualifications and are the best qualified, if one is already employed in the South Windsor Education Supportive Staff unit, then that employee shall be given preference.

In order to provide preference in this circumstance, the Superintendent or his/her designee shall strongly consider the internal applicant for this position, but shall not be required to award the position to the internal candidate if the administration determines that he/she is not the best candidate based on factors such as the internal candidate's interview for the position, performance evaluations, and his/her disciplinary history or record.

ARTICLE VII **SENIORITY**

7.0 The Board shall prepare a list of all employees covered by this Agreement showing their seniority in length of service with the Board and deliver the same to the Union on December 1 of each year.

As new employees are hired, the Union president shall be provided with the following information: name, date of hire, job for which he/she was hired, hourly rate, and location.

7.1 No employee shall attain seniority or other rights under this Agreement until he/she has been continuously employed for a period of seventy-five (75) actual work days. Until expiration of such period, he/she shall be on probation and may be terminated by the Board in its sole discretion for any reason whatsoever and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or

arbitration provisions of this Agreement. An employee, after completion of his/ her probationary period shall acquire seniority commencing on the date of his/her employment.

An employee shall serve a new probationary period of thirty calendar days in the event the employee is transferred or promoted from one position to another. If the employee fails to successfully complete the probationary period, the employee shall be returned to his/her former position.

7.2 Seniority shall be deemed broken by termination of employment caused by resignation, discharge, or retirement.

7.3 For the purposes of determining seniority, classifications shall be grouped in accordance with the following:

| | |
|---|--|
| Secretaries | <ul style="list-style-type: none"> ◆ Guidance Secretary ◆ Associate Principal Secretary ◆ School Administrative Secretary ◆ Central Office Administrative Secretary |
| Student Information System Specialist/Registrar | <ul style="list-style-type: none"> ◆ Student Information System Specialist/Registrar |
| Clerks/Specialists | <ul style="list-style-type: none"> ◆ Part Time Office Clerk ◆ School Office Support Clerk ◆ Central Office Clerk ◆ Central Office Facilities Clerk ◆ Accounting Specialist ◆ Payroll Specialist ◆ Human Resources Specialist ◆ Human Resources Benefits Specialist |
| Library Managers/ Library Assistants | <ul style="list-style-type: none"> ◆ Library Assistants ◆ Library Managers |
| Paraprofessionals | <ul style="list-style-type: none"> ◆ Supervisory ◆ Instructional |
| Specialty Program Paraprofessionals | <ul style="list-style-type: none"> ◆ Specialty Program Paraprofessional |

ARTICLE VIII
REDUCTION IN FORCE

8.0 All employees covered by this Agreement shall be notified, in writing, by June 15 annually of the South Windsor Board of Education's intent to continue their service.

8.1 In the event of a layoff, the employee with the least seniority, as defined in Article VII, in the classification where work must be curtailed, shall be laid off first.

- 8.2 Classification for layoff is defined as those positions with the same line of work as outlined below:
- a. Secretaries at all levels.
 - b. Clerks/Specialists at all levels.
 - c. Library Managers/Library Assistants.
 - d. Paraprofessionals (supervisory/instructional) at all levels
 - e. Specialty Program Paraprofessionals
 - f. Student Information System Specialist/Registrar

A specialty program paraprofessional shall have the right to bump the least senior paraprofessional provided the specialty program paraprofessional is qualified for the position and has more seniority than the paraprofessional.

- 8.3 Laid off employees within the classification will, in reverse order of the layoff process, be given first opportunity for re-employment within a period of one (1) year from the date of their layoff if a permanent job opening occurs for which the employee is considered qualified.

The Board agrees not to hire any new employees into a classification while SWESS members who were employed by the Board in that classification and who are qualified to fill the vacancy are on the recall list.

In the event an employee fails to respond or refuses to return to work within ten (10) business days when recalled to a permanent position, his/her seniority will be considered lost and he/she will no longer be considered eligible for recall.

- 8.4 Employees on layoff will be given first opportunity to be utilized in a temporary or extra help capacity if they have the qualifications to perform the work. This shall not affect said employee's rights under Section 8.3.

ARTICLE IX **INSURANCE AND PENSION**

- 9.0 For the contract period, the Board and the eligible employees shall pay the percentages listed below of the cost for eligible employees and their enrolled dependents of the following insurance plans, or other plans equivalent in coverage, benefits, and services:

The Board shall offer two insurance plans: a PPO and a High Deductible Health Plan/Health Savings Account (HSA) plan. The dental plan shall remain the same for the duration of the contract. The HSA shall be the core insurance plan. For any employee wishing to remain in the PPO plan, the Board will contribute toward the cost of that plan an amount equal to the dollar amount contributed by the Board toward the premium of the HSA plan for the employee's coverage level. Any employee remaining enrolled in the PPO plan shall pay the full difference between the dollar amount contributed by the Board and the full cost of the PPO plan.

Employees who are hired on or after July 1, 2017 must be regularly scheduled to work 30 hours a week or more in order to be eligible for insurance benefits. Employees hired prior to July 1, 2017 must be regularly scheduled to work 20 hours a week or more in order to be eligible for insurance benefits.

| Copayment of Total Insurance Premiums for HSA Plan | | |
|--|-------------------------|---------------|
| Contract Year | Board of Education Pays | Employee Pays |
| 2023 – 2024 | 81% | 19% |
| 2024 - 2025 | 81% | 19% |
| 2025 - 2026 | 81% | 19% |

| Product | Century Preferred |
|-------------------------------|---|
| | <u>In-Network</u> |
| Deductible | \$0/\$0 |
| Coinsurance | 0% |
| Co-Pay/Coinsurance Maximum | \$0/\$0 |
| Out-of-Pocket Maximum | \$6,350/\$12,700 |
| Office Visit | \$25 |
| Preventive Care Visit | \$0 |
| Specialist | \$30 |
| Inpatient Admission | \$300 |
| Outpatient Surgery | \$175 |
| Ambulatory Surgery | \$125 |
| Emergency Room | \$150 |
| Urgent Care Facility | \$50 |
| High End Imaging | \$75 co-pay up to a \$300 maximum per calendar year |
| | <u>Out-Of-Network</u> |
| Deductible | \$400/\$800/\$1,000 |
| Co-Pay/Coinsurance Maximum | \$1,600/\$3,200/\$4,000 |
| Out-of-Pocket Maximum | \$2,000/\$4,000/\$5,000 |
| Outpatient Facility | 20% after deductible |
| Inpatient Admission | 20% after deductible |
| Lifetime Maximum | Unlimited |
| In-Network Prescription Drugs | \$5/20/35 |
| Pharmacy Plan | Managed Public Sector 3 Tier Drug Rider (MP2) |
| Prescription Maximum | Unlimited |
| Mail Order Prescriptions | 2X Retail |

The High Deductible Health Plan with HSA shall have the following attributes:

| Cost Shares Provisions | In-Network | Out-of-Network |
|--|--|--|
| Annual Deductible (individual/aggregate family) | \$2,250/\$4,500 | |
| Co-insurance | N/A | 20% after deductible, up to co-insurance maximum |
| Annual Out-of-Pocket Maximum | \$5,000/\$10,000 | |
| Prescription Drug Coverage | Treated as any other medical expense. Subject to deductible, then \$5/30/40 copay per prescription for in-network, 20% co-insurance after deductible for out of network, subject to co-insurance limits. Mail order shall be 2X retail | |
| Lifetime Maximum | Unlimited | Unlimited |
| Preventive Care | Deductible not applicable | 20% after deductible, subject to co-insurance Limits |

The Board will fund \$1,125 of the applicable HSA deductible amount for each full-time employee who elects single coverage under the high deductible/HSA plan and \$2,250 of the applicable HSA deductible amount for each full-time employee who elects two person or family coverage under the high deductible/HSA plan. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments, the first to be deposited on or around September 1 and the second to be deposited on or around February 1.

All twelve month employees shall have the option to continue contributions to their HSA accounts all twelve months.

An employee may apply to the Superintendent or his/her designee, on behalf of the Board, for preliminary funding of the Board's contribution to the deductible in a catastrophic situation. It shall be in the sole discretion of the Superintendent or his/her designee, on behalf of the Board, whether to grant such emergency distribution of preliminary funding of the Board's contribution to the deductible.

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 shall 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. For any plan year in which an employee is enrolled in the high deductible/HSA plan for only a portion of the plan year, the Board's contribution toward the funding of the deductible shall be pro-rated.

The Board shall make available a Flexible Savings Account (FSA) to employees who are eligible to participate in such accounts. Employees enrolled in the HDHP shall have access to a limited purpose FSA pursuant to IRS regulations.

The Board shall make available an HRA for any active employee who is precluded from participating in a Health Savings Account ("HSA") because he/she receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for employees participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HSA. The Board shall have no responsibility for any administrative and/or monthly costs associated with the set-up and/or administration of the HRA.

The Board of Education may change the identity of the carriers (or third party administrators) identified in the contract to provide medical, prescription drug, dental, vision and/or life insurance in whole or in part. Prior to changing carriers (or third party administrator) under this section, the Board shall notify the President of the Union at least thirty (30) days in advance of the nature of the change and the reasons for the change. Any changes in carrier (or third party administrator) must provide substantially equal or better benefits, administration and network to the members of the bargaining unit and their dependents, considering the plan as a whole. If during the thirty day period set forth above, the parties cannot agree that this is the case, either the Board or the Union may invoke arbitration as provided under this Agreement for the purpose of determining whether the proposed change or changes will result in substantially equal or better considering the plan as a whole. Any arbitration under this clause will be final and binding as provided by the contract, preferably before an arbitrator experienced in insurance matters.

Any change in family size (marriage, birth, ineligible children, divorce, death) should be reported in writing to the Personnel Office within 30 calendar days maximum.

The Board will pay 100% of a life and accidental death & dismemberment plan.

This life insurance plan shall provide coverage in the amount of the employee's annual salary rounded to the nearest thousand.

The Board shall offer a vision plan, employees will be responsible for the full cost of the vision plan.

- 9.1 Details of the plan are contained in the company or town booklets distributed to the employee upon employment.
- 9.2 Retirees from the South Windsor School Schools are eligible, subject to the current provisions of the policyholder, to continue the health insurance coverage (defined as the hospital, medical/surgical, and major medical plans), dental insurance coverage, and life insurance, accidental death and dismemberment.

Retirees who opt to continue the life insurance, accidental death and dismemberment, may select an amount of coverage that is equal to the amount of salary at the time of retirement, rounded off to the nearest thousand, by informing the personnel department in writing at the time of retirement.

For life insurance, accidental death and dismemberment, the retiree may exercise a one-time option to select an amount lower than the amount of salary at the time of retirement, rounded off to the nearest thousand. This one-time option is

available either at the time of retirement or during the retirement period. At no time after this one-time option is executed may a retiree increase or decrease the coverage.

The retirees shall pay the full group rate cost of such health, dental, and life insurance coverage to the insurance carrier.

- 9.3 The employer will establish and maintain a deferred compensation plan (457 and/or 403b) which will allow employees to contribute a portion of their salary into a pre-tax retirement savings plan. Twelve month employees shall have the option to contribute in each of the twelve months of the year.

Each participant in the plan shall receive a statement from the provider of the plan at least once annually which shall report the participant's contributions for the year and the total contributions to the plan to date.

- 9.4 Eligible employees covered by this Agreement who were employed in a position eligible for participation in the Town of South Windsor Retirement Plan prior to July 1, 2015, may enroll in the Town of South Windsor Retirement Plan according to the current provisions of the plan, with the following stipulated plan provisions:

Benefit formula of 2% final five year earnings, multiplied by years of credited service, with a maximum benefit formula of 50% of final five (5) year average earnings.

Employee contribution formula of 4.5% of basic earnings.

Retirement age 62.

The retiree's benefit will not include any cost of living adjustments.

Effective 7/1/99 - 100% vested after 5 years of continuous service.

After July 1, 2015, the above defined benefit pension plan shall be closed to new participants. Employees hired into positions previously covered by the above defined benefit pension plan on or after July 1, 2015, shall participate in the Town's ICMA Defined Contribution 401 (a) Money Purchase Plan.

Participants may elect to join the plan on the first day of any month after the start of their employment. Participants shall control the investment options of all funds in the plan.

Each week an enrolled active member in the eligible class shall make a member contribution. The amount of the contribution shall be as follows:

After one year of employment the Town shall contribute 6% and the participant must contribute at least 6% of his/her base earnings each year. The employee has the option of putting in between 6% and the IRS maximum allowable contribution. The maximum employee contribution amount will be governed by current IRS regulations. Once an employee elects a contribution percent, as

stated in IRS regulations, the employee may not change his/her percent while employed by the Board of Education.

Vesting:

Participant shall be vested in the plan on a pro-rated basis as follows:

After completing:

One year of continuous service = 20%

Two years of continuous service = 40%

Three years of continuous service = 60%

Four years of continuous service = 80%

Five years of continuous service = 100%

Participants are always 100% vested for their personal contributions.

Normal retirement date: Employee has reached age 62.

- 9.5 Each participant in the plan shall receive a statement from the employer as soon as feasible but no later than April 30, which shall report the participant's contributions for the year and the total contributions to the plan to date.
- 9.6 All new bargaining unit members will be advised in their letter of hire of their eligibility to enroll in the pension plan and will be provided a copy of the pension booklet. Should there be any changes to the pension plan, the Union President shall receive new, updated and accurate pension plan booklets.
- 9.7 Upon written receipt of a request for information, participants contemplating retirement will be provided with the information they requested within 30 days after receipt of such request in the personnel department.

ARTICLE X **LEAVE PROVISION**

- 10.0 Each employee will be entitled to sick leave of one and one-half (1-1/2) days with pay for each month of scheduled work in the year. Employees shall receive these sick days as follows:

12.0 and 11.25 month employees - 18 days

10.5 and 10.0 month employees - 15 days

9.5 month employees - 13.5 days

on July 1 of each year, with the amount of one hundred forty-five (145) days of unused sick leave that can be accumulated by persons employed prior to July 1, 2001. Employees hired on or after July 1, 2001 can accumulate one hundred (100) days of unused sick leave. Sick leave shall be prorated for employees who start

after July 1 and provided to them on their start date.

Effective July 1, 2023, employees may use up to five (5) sick days per year for sickness in the immediate family that requires the employee to be absent from work

- 10.1 In exceptional cases, the Board may grant additional sick leave with pay. Request for such additional sick leave shall be in writing and must be signed by the employee.
- 10.2 After five consecutive days of illness or after prior written notification to the employee of suspected sick leave abuse, the Superintendent may require a doctor's certificate for sick leave showing date(s) of illness and fitness for duty.
- 10.3 Each employee shall be informed in writing of the number of accumulated sick leave days as of the beginning of that school year by October 15 of each year.
- 10.4 Upon death of the employee, the spouse of the employee, or in the event that there is no surviving spouse, the issue of the employee, or in the event that there is no surviving issue of the employee, the estate of the employee shall be paid for fifty percent (50%) of the sick leave days accrued to his/her credit provided that said employee was employed prior to July 1, 2001. For employees hired on or after July 1, 2001, the benefit amount will be calculated at thirty-three and one-third percent (33 1/3%) of the sick leave accrued to his/her credit. Employees hired on or after July 1, 2015 shall not be eligible for this benefit.
- 10.5 Employees will be eligible to be paid a sick leave stipend under the following conditions:
 - a. Retirement from the employ of the Board.
 - b. Upon resignation after ten (10) years of service.
 - c. Upon layoff after ten (10) years of service.

Employees hired after July 1, 2011, will be eligible to be paid a sick leave stipend under the following conditions:

- a. Retirement from the employ of the Board.
- b. Upon resignation after twenty (20) years of service.
- c. Upon layoff after twenty (20) years of service.

To be eligible for stipend above, an employee shall notify the Board in writing no later than December 31 of the fiscal year prior to the effective date of retirement or resignation, in which case the stipend will be paid by the conclusion of the fiscal year of the retirement or resignation. Should such notice not be provided by such date, the stipend shall be paid in the first month of the next fiscal year following the retirement or resignation. In exceptional cases, the Superintendent of Schools or his/her designate may waive the time line requirement.

Employees hired on or after July 1, 2015 shall not be eligible for this benefit.

10.6 The sick leave stipend shall equal an amount arrived at by multiplying fifty percent (50%) of the unused sick leave, times the per diem rate for those employed prior to July 1, 2001. For employees hired on or after July 1, 2001, the amount will be calculated by multiplying thirty-three and one-third percent (33 1/3%) of the unused sick leave, times the per diem rate.

- a. The per diem rate shall be determined by the number of hours worked per day, times the employee's current hourly rate of pay.
- b. The Board shall provide members of this bargaining unit with access to a 403(b) Plan and a Medical Trust Plan at no cost to the Board or to employees. Employees' sick leave stipend, as described in Section 10.5 of this Agreement, shall be deposited by the Board into one of these two accounts. Notwithstanding the above, employees shall be responsible for the monthly fees associated with the Medical Trust Plan and any fees associated with the 403(b) plan individually selected by the employee. If the employee elects to use the 403(b) plan and the individual already has a 403(b) established with the Board the employee can elect to have the sick leave stipend deposited into that account. Employee selection of the type of account must occur at least 5 days prior to the employee's retirement or other eligible event per Section 10.5.

10.7 Other Personal Absence

It is understood that advance notification be given whenever possible. A total of five (5) days without salary deduction may be allowed, but will not accumulate from year to year, for other personal absence for the following reasons:

- a. Religious holy days - not to exceed three (3) per year.
- b. Emergency or severe illness in immediate family.
- c. Death in the family or attendance at funerals.
- d. Marriage (maximum - 2 days) of self, children, parents, siblings, siblings of spouse.
- e. Attendance at graduation exercises (self, spouse, son, daughter).
- f. Birth or adoption of child or grandchild.
- g. Personal business that cannot be transacted outside of regular work hours (reason must be stated).
- h. Attendance in court, or other legal demands outside the employee's control.
- i. Medical appointments that cannot be scheduled outside of regular work hours. For appointments of less than 2 hours, personal leave shall be charged in 1 hour increments. Appointments longer than 2 hours shall be charged in half day or full day increments.

Other days without salary deduction in cases of emergency or hardship may be granted at the discretion of the Superintendent of Schools or his/her designee.

No days without salary deductions shall normally be granted immediately prior to or following a school holiday or vacation.

10.8 Leave of Absence for Child Bearing and Child Rearing

An employee request for a leave of absence for child bearing and/or child rearing shall be in accordance with the South Windsor Board of Education administrative procedures concerning such requests.

10.9 Child Bearing Leave

- a. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in Section 10-156 of the Connecticut General Statutes.)
- b. Accumulated sick leave shall be available for use during periods of such disability.
- c. Disability leave beyond any accumulated sick leave shall be available for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto.
- d. Policies and procedures involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.
- e. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.

10.10 Child Rearing Leave

- a. An employee shall be entitled upon written request to an extended leave without pay for purposes of child rearing apart from any period of childbirth disability leave with pay. Such employee shall be entitled to such leave for any school year, or reasonable requested portion thereof, in which the child is born, adopted, or fostered and for one additional school year if requested by the employee.

- b. Child rearing leave shall be subject to the following provisions:
 - (1) Employees requesting leave shall submit not less than thirty (30) days written notice of the anticipated date of ending performance of duties.
 - (2) The cost of insurance fringe benefits, if continued, shall be paid for in full by the employee and in accordance with Board procedures.

10.11 Workers' Compensation Leave

Workers' compensation (compensable injury), as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by accident or injury that occurred while the employee was engaged in the performance of his/her duties.

The Board of Education covers all employees with workers compensation insurance which pays an eligible employee a percentage of his/her earnings during the period of absence.

The difference between his/her workers compensation and his/her current straight-time wages shall be provided by the Board of Education for a total period not to exceed seventy-five (75) days. If the employee continues to be out on worker's compensation, the employee may utilize his/her accrued sick leave to cover the difference between his/her worker's compensation and his/her current straight time wages for an additional forty-five (45) days. Said amount shall be payable at the time benefits are paid by the workers compensation carrier and in accordance with the procedures, rules and regulations of the Board and the carrier.

In exceptional cases, the Board may grant additional injury leave beyond the one hundred twenty (120) days upon the request of the employee and analysis of the individual case.

10.12 Military Leave

Military leave, not to exceed two (2) weeks in any fiscal year, shall be granted to regular employees when required to serve a period on Active Reserve or National Guard duty. Employees shall be entitled to full pay at their base rate, less any military pay received for this period.

10.13 Jury Duty

Employees shall be entitled to full pay at their base rate for absence because of jury duty, less the fee paid with respect to such jury duty.

10.14 Leaves Without Pay

Leaves of absence without pay may be granted by the Superintendent for a limited definite period, not to exceed one year, for the following reasons:

- a. Health, upon advice of physician.
- b. Other personal reasons subject to review and recommendation of the Superintendent.

10.15 Application for such leave of absence must be made in writing stating the request and the length of time desired. A leave of absence expires automatically at the date of expiration approved for the leave.

10.16 Sick leave and vacation time shall not accrue during leaves of absence without pay.

10.17 The employee may continue health insurance benefits while on leave of absence, subject to the same limitations and procedures specified in Article IX, Section 9.2, dealing with individuals continuing insurance coverage at their own expense.

10.18 Individuals who have been granted a leave of absence without pay shall notify the Superintendent in writing not later than thirty (30) days before the return date of their intention to return to work. Failure to notify the Board of intent to return not later than thirty days before the return date shall be treated as a resignation by the employee.

An individual returning from a leave of absence without pay shall be:

- a. Restored to the same position that was held at the time the leave was granted or to a similar position.
- b. Paid at the same hourly rate level he/she had attained at the time the leave was granted.

**ARTICLE XI
HOLIDAYS**

11.0 The following days shall be considered holidays for the purposes of this section only if such day is listed in the Connecticut General Statutes under "Days Designated as Legal Holidays:"

| | |
|------------------------|-------------------------|
| Independence Day | Christmas |
| Labor Day | New Year's Day |
| Columbus Day | Rev. M. Luther King Day |
| Veterans' Day | Lincoln's Birthday |
| Thanksgiving Day | Presidents' Day |
| Day After Thanksgiving | Good Friday |
| Memorial Day | Juneteenth |

- 11.1 When any such legal holiday requires the closing of Connecticut public schools, they shall be observed as days off with regular pay.
- 11.2 When any such legal holiday does not require the closing of school and school is held, the employees shall be given another day off with regular pay in lieu thereof.
- 11.3 When such legal holiday does not require the closing of school, and school is not held, but a teacher workday is scheduled, a reduced work force may be assigned by the Board. Those who work will be paid at the holiday rate in accordance with Section 5.7 OR they may elect regular pay plus another day off at regular pay in lieu of the holiday.
- 11.4 For eligible employees, such holidays are to be arranged in advance with the Superintendent of Schools or his/her designate with particular dates scheduled in accordance with school or office work schedule requirements. The final right of scheduling such holiday observance shall be reserved by the school system to insure proper operation of the district's requirements.
- 11.5 Twelve month, eleven and one-fourth month, and ten and one-half month employees shall be eligible for the above holidays.
- 11.6 Ten month employees shall be eligible for the above holidays with the exception of Independence Day and Juneteenth.
- 11.7 Nine and one-half month employees shall be eligible for the above holidays with the exception of Independence Day, Juneteenth and Labor Day. These employees shall be eligible for the Labor Day holiday only when school begins prior to Labor Day.
- 11.8 On the employees' last scheduled working day prior to Thanksgiving and Christmas, they will work until the principal or administrator determines that their services are no longer required to carry out a safe and efficient closing procedure and shall be paid for their normal work day. Each employee must work a minimum of a four and one-half (4.5) hour day.
- 11.9 Whenever any of these holidays shall occur while an employee is out on sick leave, the employee shall be paid for the holiday at his/her earned rate and his/her sick leave shall not be charged for the holiday.
- 11.10 When a holiday occurs during regular vacation, said holiday shall not be charged against the employee's earned vacation time. The employee shall be granted an additional day off at a time mutually agreeable to both the employee and the Superintendent or his designate.

ARTICLE XII
VACATION

12.0 All ten and one-half, ten, and nine and one-half month employees shall not be entitled to vacation.

12.1 All personnel who are entitled to vacation shall receive it as follows:

An initially-employed person with less than 12 months of service - 1 vacation day for each full month of service, not to exceed ten days.

12 months of service, but less than 60 months - 10 vacation days.

60 months of service, but less than 120 months - 15 vacation days.

120 months of service or more - 20 vacation days.

The employee's anniversary date of hire will be used to determine the amount of vacation time due as of July 1, each year. Service is computed by counting backward from July 1 of the academic year employed. However, if an employee's anniversary date falls between July 1 and December 31 and an employee achieves the years of service to be entitled to additional vacation days as of their anniversary date, the employee shall be granted access to the additional earned vacation days as of his/her anniversary date (and shall not be required to wait until the following July 1). Such days must be used in the year in which they are earned (prior to June 30) and may not be accrued.

Employees hired on or after July 1, 2007 may use earned vacation days in the year in which they are earned.

12.2 Vacation for those employees who are eligible shall be arranged in advance with the Superintendent of Schools or his/her designate prior to May 15.

The vacation schedule will be set by mutual agreement between the Superintendent of Schools or his/her designate and the employee except that seniority will govern in the case of conflicts between the employee's selections and the work schedule requirements.

All vacation time shall be taken in the fiscal year with no overlapping or accruals from year to year.

12.3 Pro rata accumulated vacation pay to the end of the preceding month shall be granted to employees in the event they terminate their services with the Board, providing the employee gives the Superintendent or his/her designate at least two weeks advance written notice of the desire to terminate.

ARTICLE XIII
DISCIPLINARY ACTION

- 13.0 All disciplinary actions shall be applied in a fair and equitable manner and shall be consistent with the infraction for which the disciplinary action is being applied.
- 13.1 All written warnings, suspensions and discharges must be given in writing and with reasons stated and a copy given to the employee and President of the Union.
- 13.2 Depending on the offense, disciplinary action may include but not be limited to verbal and/or written warning, suspension without pay, and discharge.
- 13.3 No employee shall be discharged without just cause.
- 13.4 Any employee disciplined shall be given written notice of such disciplinary action. A copy of the notice shall be provided to the Union president.
- 13.5 The service record of any employee disciplined above prior to July 1, 2011 shall be cleared after three (3) years from the date of the infraction.

Effective July 1, 2011, any record of discipline listed above and/or placed into an employee's personnel file after July 1, 2011, will remain in the employee's personnel file and may be used to show notice to the employee concerning prohibited conduct. However, said record of discipline shall not be used for progressive discipline after three (3) years of the date of the record of discipline.

ARTICLE XIV
GRIEVANCE PROCEDURE

- 14.0 A grievance shall mean a complaint by an employee that his/her rights under the specified language of this Agreement have been violated or that as to him/her there is misinterpretation or misapplication of the specific provisions of this Agreement.

As used in this Agreement the term "employee" shall mean either (a) an individual employee, or (b) a group of employees having the same grievance.

- 14.1 Grievance hearings will be held during working hours of the aggrieved employee whenever possible, however, this will not necessitate leaving a school in session without coverage or require the Board of Education to secure a substitute for the period of the hearing.
- 14.2 Witnesses and officials of the Union in the employ of the Board and the aggrieved party shall not receive compensation by the Board for time spent at grievance hearings beyond the normal working hours of the parties participating. Every effort will be extended to limit grievance hearings to two (2) hours per grievance per step.

14.3 Grievances involving the interpretation or application of a specific section of this Agreement shall be processed in the following manner:

Step 1 Grievances by the employee shall be submitted, in writing, to the immediate supervisor not more than ten (10) work days after the aggrieving action or the time the Union or employee(s) reasonably should have had knowledge of the action. The aggrieved employee with his/her Union representative, if he/she desires, and the immediate supervisor shall meet within ten (10) work days from the date of the supervisor's receipt of the grievance, in an effort to resolve the grievance. If the parties are unable to resolve the grievance at Step 1, within ten (10) work days of the meeting (Step 1), the grievance may be submitted to the next step by stating the grievance in writing, specifying the section of the Agreement involved, and giving a copy to the Assistant Superintendent for Personnel and Administration.

Step 2 Within ten (10) work days of receipt of the aforementioned written grievance, the Assistant Superintendent for Personnel and Administration, or his/her designee, shall arrange a meeting to discuss the grievance further. The Assistant Superintendent for Personnel and Administration or his/her designee will answer the grievance in writing within ten (10) work days after the above meeting.

Step 3 If not resolved at Step 2, the grievance may be submitted, in writing, to the Superintendent (the Board's designee) within ten (10) work days of the date of the letter from the Assistant Superintendent for Personnel and Administration or his/her designee at Step 2. The Board shall schedule a hearing for the grievance. The Board shall give a written answer to the grievance within fourteen (14) work days after its hearing. If the Board is unable to schedule a hearing of the aforementioned written grievance to occur within twenty (20) work days of receipt, then the grievance shall proceed to Step 4.

Step 4 If a grievance is not settled at Step 3 or a Step 3 hearing is not scheduled to occur by the Board within twenty (20) days of receipt of the request for a Step 3 hearing, it may be submitted, at the request of either party, to arbitration before the Connecticut State Board of Mediation and Arbitration. The request for arbitration shall be in writing and must be filed with the Board of Arbitration no later than ten (10) work days after receipt of the written answer of the Board of Education under Step 3 above; or, if a Step 3 hearing cannot be scheduled, the request for arbitration must be submitted no later than thirty (30) work days from the date that the Board received the request for a Step 3 hearing. Either party may request the mediation services of the State Board of Mediation and Arbitration or another mutually agreed upon mediator to seek resolution of a grievance that has been submitted to arbitration.

The parties may mutually agree to submit the grievance to the American Arbitration Association (AAA) or the American Dispute Resolution Center (ADRC) in lieu of the CSBMA, in which case the costs of such arbitration shall be split between the parties. In addition, the Board may unilaterally elect to have the grievance heard before AAA or ADRC, in which case the Board shall assume all costs associated with AAA or ADRC arbitration except for the Union's cost for their representative(s).

- 14.4 The arbitrator designated shall hear and decide only one (1) grievance at a time. His/her award shall be final and binding as provided by law. He/she shall be bound by and must comply with all terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement. The cost of arbitration shall be borne equally by both parties.
- 14.5 Any time limits specified within this article, except for the initial filing of a grievance, may be extended by mutual agreement of the Union and the Board or its designate provided that if a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the answer in the last step considered.
- 14.6 All days mentioned in the grievance procedure mean work days. One week shall mean five (5) work days.

ARTICLE XV **DURATION AND RENEWAL**

- 15.0 No individual employee in the bargaining unit or representative agent, or employee of the Board may enter into a separate agreement or understanding which will be inconsistent with the terms of this Agreement. Any such separate inconsistent agreement will not be binding upon the parties hereto unless expressly adopted in writing and mutually agreed upon between the Board and the Union.
- 15.1 This Agreement may be altered or modified only by mutual agreement of the parties hereto in writing.
- 15.2 This Agreement shall be binding upon the Board and the Union from July 1, 2023 and shall continue in full force and effect until midnight of the thirtieth day of June 2026 when it shall expire, provided that if neither party gives the notice provided for in Section 15.3, this Agreement shall automatically renew itself for an additional term of one (1) year and all provisions shall remain in effect with the same force as during the original term thereof.
- 15.3 If either the Union or the Board desires to meet for the purpose of negotiating wages, changes and/or modifications in the provisions of this Agreement, they shall give written notice of such desire to the other by certified or registered mail in accordance with provisions of the Municipal Employees Relations Act.

- 15.4 Negotiations upon proposed changes in the terms of this Agreement shall begin not later than thirty (30) days after receipt of the notice specified in Section 15.3 by either party.
- 15.5 This contract shall become effective July 1, 2023 and shall remain in effect until June 30, 2026 and from year to year thereafter unless either party notifies the other no later than one hundred twenty (120) days from the expiration date above that it wishes to modify or change this Agreement in any manner.

ARTICLE XVI
SAVING CLAUSE

16.0 If any section, sentence, clause, or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provisions herein, shall become inoperative or fail by reason of the invalidity of any other portion or provisions, and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

SOUTH WINDSOR BOARD OF EDUCATION

SOUTH WINDSOR EDUCATIONAL
SUPPORTIVE STAFF
Local 1303-206, Council 4
AFSCME, AFL-CIO

Town of South Windsor
State of Connecticut


Assistant Superintendent for
Personnel and Administration


President


Representative

7/21/2023
Date

7/21/23
Date

Appendix A
DELAY OF SOUTH WINDSOR PUBLIC SCHOOLS

EXEMPTION

Date: _____

To: _____

From: _____

I am seeking permission to exercise exemption noted in Section 5.13 for the _____ school year, as a result of my need to supervise my own school aged child who is enrolled in the South Windsor Public Schools.

I understand that, if this exemption is granted, I will be expected to arrive not later than the duration of the district ordered delay (90 min, 1 hour, 2 hours, etc.) past my normal start time and I will be paid for a normal work day.

| Name of Child(ren) | School(s) Attending |
|--------------------|---------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Principal's/supervisor's signature (indicates approval)

Please provide signed copy to employee.

South Windsor Public Schools does not discriminate on the basis of race, religion, color, national origin, sex, sexual orientation, age, genetic information, disability or other protected class status under applicable law in any of its education programs or services.

The Parties agree to execute a Memorandum of Understanding regarding employees hired prior to July 1, 2007 who are eligible for vacation payout and the amount of days for which they are entitled to payout upon retirement/resignation.