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TODD CLARK

AGREEMENT BETWEEN THE
WINDSOR LOCKS BOARD OF EDUCATION

AND

UE LOCAL 222

PARAEDUCATORS

July 1, 2026 to June 30, 2029

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ARTICLE 1 RECOGNITION

Section A. The Windsor Locks Board of Education (the "Board") recognizes the UE Local 222, 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, ancestry, marital status, disability, sexual orientation, gender identity or expression, genetic information 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.

Section D. New employees shall be considered probationary during the first ninety (90) school days of employment worked. Any leave days during the probationary period do not count toward the 90 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 twelve (12) 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.

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) working 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) working 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) working 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) working days of its receipt. The Superintendent or his/her designee shall render a written decision within five (5) working 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) working 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.

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 ½ 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 (1½) 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 (1½) 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.

Section E. Paraeducators in Windsor Locks are required to have an associates degree or higher, or pass the current version of the test accepted by the State Department of Education and shall submit paperwork showing such test was passed. The Union should be notified of the date that the paraeducator passed the testing. Testing should occur prior to the first day of work within the district.

Section F. Paraeducators shall not use personal communication devices to do any data recording or picture taking. Only district equipment shall be used. The district shall also notify all supervisors and administrators that district only equipment shall be used by paraeducators to complete the necessary work.

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 1st. 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

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.

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.

Sick time shall be taken in one-hour increments.

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

Section C. Sick Leave will be prorated for any partial years of employment once the bargaining unit member successfully completes their probationary period. Any leave time requested during the probationary period will require advance approval and will be unpaid.

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.

Juneteenth is added as a holiday if the holiday falls within the school year or make up days. If Juneteenth falls on a weekend it will not be paid as a holiday.

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

Whereas personal days may be taken only for the above reasons, two (2) such days may be taken without specifying which of the above reasons apply provided they are taken on school days other than those before and after a holiday or school vacation.

Application for leave in the provisions above shall be made to the Employee's supervisor at least forty-eight (48) hours before taking such leave (except in the case of emergencies), and such leave shall be granted except in cases of extreme hardship to the school system.

Personal leave may only be taken in full or half day increments.

Personal leave will be prorated for any partial years of employment once the bargaining unit member successfully completes their probationary period. Any leave time requested during the probationary period will require advance approval and will be unpaid.

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 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.

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:

1. The Connecticut State Partnership Plan 2.0 ("SPP") shall be the only health insurance plan provided by the Board.

The health plan benefits shall be as set forth in the SPP effective on July 1, 2025, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

The SPP contains a Health Enhancement Plan (hereinafter referred to as "HEP") component and employees and their dependents participating in the SPP are subject to the terms and provisions of the HEP. All requirements are at the sole discretion of the State to determine and may change from time to time. In the event that individual employees are non-participant or non-compliant with the HEP requirements, the following shall apply:

- a. A one hundred-dollar (\$100) per month premium cost increase and the three hundred fifty dollars (\$350) per participant to a maximum of one thousand four hundred-dollars (\$1,400) family annual deductible sums shall be paid one hundred percent (100%) in their entirety by the non-participating or non-compliant employee.
 - b. No portion or percentage shall be paid by the Board and the one hundred dollar per month premium cost increase shall be implemented through payroll deduction and the three hundred fifty dollars (\$350)/one thousand four hundred dollars (\$1,400) annual deductible shall be implemented through claims administration.
2. The Board also shall provide Individual Blue Cross Full Service Dental Coverage with Dental Rider A (caps and crowns). In addition, at the employees' cost, the Board will provide Rider B (prosthodontics) and Rider C (periodontics). Employees choosing dental coverage must participate in all riders.
 3. The monthly health insurance premiums for the SPP and Dental plans shall be shared between the Board and the covered employee as follows:

Section B. 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.

Section C. 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 D. 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

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

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

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

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

paid for by its insurance carrier(s).

ARTICLE 23 TUITION REIMBURSEMENT

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.

ParaEducators shall be eligible beginning the 2024 – 2025 school year.

ARTICLE 24 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, 2026 and shall continue in full force and effect through June 30, 2029 when it shall expire. Nothing herein shall be retroactive unless specifically stated.

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 or by email, not less than one hundred twenty (120) days prior to the expiration hereof.

PARAEDUCATORS

	<u>2026-2027</u>	<u>2027-2028</u>	<u>2028-2029</u>
Step 1	\$21.57	\$22.21	\$22.88
Step 2	\$23.73	\$24.44	\$25.17
Step 3	\$26.84	\$27.64	\$28.47

