

**AGREEMENT**

**BETWEEN**

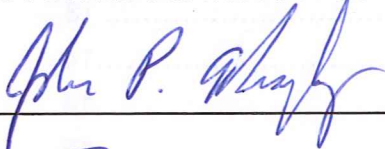
**WILLINGTON BOARD OF EDUCATION**

and

**WILLINGTON EDUCATIONAL SUPPORT STAFF,  
SEIU LOCAL 2001 CSEACTW  
JULY 1, 2022-JUNE 30, 2025**

Agreed by Negotiating Teams:

WILLINGTON EDUCATIONAL SUPPORT STAFF, SEIU LOCAL 2001 CSEACTW

By 

Date 6/2/2022

By 

Date 6-2/2022

By \_\_\_\_\_

Date \_\_\_\_\_

WILLINGTON BOARD OF EDUCATION

By 

Date 6/3/22

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WAGES AND BENEFITS FOR NON-CERTIFIED PERSONNEL  
FOR YEARS 2022-2025

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**Article I. Recognition**

The Board recognizes the Willington Education Support Staff, SEIU Local 2001 CSEACTW for the purposes of professional negotiations as the exclusive representative of the entire unit consisting of all non-certified employees of the Willington Board of Education, excluding the superintendent's secretary.

**Article II. Board Prerogatives**

All rights, powers, authority and prerogatives of the Board shall continue to remain exclusively vested in the Board unless specifically limited by express provisions of this Agreement.

**Article III. Definitions**

1. "Non-certified personnel" is defined as office personnel, district head custodian, custodians, school librarian assistants, librarian instructional para-educators, nurses, instructional para-educators, duty/clerical aides and Information Technology Specialist.
2. "Full-time personnel" is defined as staff members working thirty-five (35) hours or more per week. "Part-time personnel" is defined as staff members working less than thirty-five (35) hours per week. Full- and part-time personnel may be "10-month" or "12-month" employees.
3. "Day", for purposes of computing paid holidays, sick days, etc., is defined as the normal working day for a given employee. For instance, a person normally working four hours a day is paid for four (4) hours for paid holidays, sick days, etc. Benefit computation will be based on hours per day worked for the greater portion of a school fiscal year.
4. "Hours worked" for purposes of determining an employee's eligibility for payment at overtime (time and one half) rate shall include all hours during the applicable payroll period when the employee was on paid leave.
5. "Union" is defined as the Willington Educational Support Staff, SEIU Local 2001CSEACTW.

**Article IV. Leaves of Absence**

1. Sick Days: Non-certified employees shall be entitled to sick leave with full pay for fifteen (15) working days in each year. Unused sick leave shall be accumulated from year to year to a total of 160 days, so long as the employee remains continuously in the service of the Board.

Article IV. Leaves of Absence (cont.)

Up to five (5) of the fifteen (15) days may be charged off to family exigencies as defined below, without loss of pay. The words "family exigency" shall be interpreted to encompass the following reasons for absence: the illness of a family member; attendance at the wedding, graduation or comparable event involving a family member; quarantine.

Paid and unpaid sick leave utilized by the employee shall be counted as Family Medical Leave Act time credited against the FMLA leave an employee is eligible for.

Sick Day Payout:

Employees hired on or before June 30, 2019, upon separation of employment, with ten (10) years or more of continuous employment by the Willington Public Schools shall receive an amount equal to 50% of the employee's accumulated sick leave at the employee's per diem rate of pay. For an employee whose hourly rate of pay is higher than Step 3 for Wage Classification #1 in Appendix A, the per diem wage shall be calculated on the basis of Step 3 of Wage Classification #1 in Appendix A.

This benefit shall not be payable to any employee terminated for just cause other than reduction of staff.

To guarantee full payment of the benefit in July of the following fiscal year, an employee must notify the Superintendent in writing prior to October 31, of the final year of employment to permit the Board to budget for the payment. If employee fails to meet the preceding notice requirement, the Board may further delay payment of the benefit until July of the subsequent fiscal year following separation of employment. In the event of the employee's death prior to receipt of the payout, the money will be paid to (1) the surviving spouse or (2) other designated beneficiaries.

\*Employees hired on or after July 1, 2019, shall not be eligible for the sick day payout benefit described above.

2. Sick Days Bank: Each non-certified staff member in the Willington School System may contribute one day of his/her sick time to a sick days bank each year. Any commitment to the bank must be made by September 30 of the school year, or at the time of hire for new employees. Days are non-cumulative from one fiscal year to the next fiscal year.

Any non-certified employee in the Willington School System who has used up his/her own quota of sick days may apply for days from the bank so long as that staff member has already made a contribution to the bank during the same fiscal year. These days may be granted only in situations of extreme hardship or extenuating circumstances. The decision regarding the granting of days will be made by a panel composed of two members of the Board of Education and two members of the Willington Educational Support Staff. The decision of the panel is not subject to the grievance procedure.

If no days are utilized from the sick bank, they will revert back to the contributors. In the event a portion of the days are utilized, the remaining days will be returned to the contributing staff members through a drawing.

Article IV. Leaves of Absence (cont.)

3. Personal Days: Each employee shall be entitled to up to two (2) days per year with full pay for personal reasons. Unused personal days may be accumulated to a maximum of four (4) days. Personal days will not require approval of the superintendent except that no more than two (2) personal days may be taken on consecutive days without the approval of the superintendent and recommendation of the supervising administrator. Unused personal days will not be paid out upon separation of employment. The member must provide his or her immediate supervisor with written notice of the leave at least two school days before the actual leave day unless it is an emergency.
4. Professional Days: An employee may be granted two (2) professional days per year with full pay, on approval of the building principal and superintendent, for professional improvement and/or growth when such leave is directly related to an employee's duties. Additional time may be granted at the discretion of the building principal and superintendent.
5. Bereavement Leave: All employees shall be entitled to up to five (5) days per contract year with full pay for death in the immediate family. (Immediate family shall be defined to include: parents, grandparents, spouse, siblings, or children of the employee, or any other person residing in the employee's home.) Leave for attendance at funerals for other than immediate family shall be considered on an individual basis.
6. Jury Duty: Any non-certified full-time staff member who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not affect sick leave or personal leave. The staff member shall receive a rate of pay equal to the difference between the regular salary and the jury fee. If relieved from duty after one-half day, he/she will return to work. A permanent part-time staff member shall receive a rate of pay equal to the difference between the regular salary and the jury fee only when he/she cannot arrange his/her daily work schedule around the jury duty.
7. Paid Holidays:
  - a. Twelve (12) month non-certified employees\* shall have the following paid holidays (13 & 1/2):

New Year's Eve (1/2 Day)	Labor Day
New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving Day (2 days)
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	

Article IV. Leaves of Absence (cont.)

- b. Ten (10) month non-certified employees and library instructional para-educator (excluding instructional para-educator and duty/clerical aides) shall have the following paid holidays (11 or 12\*):

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving Day (2 days)
Good Friday	Christmas Eve
Memorial Day	Christmas Day

\*When a student's school year begins before Labor Day, Labor Day is a paid holiday for 10-month employees.

- c. Instructional para-educators shall have three (3) paid holidays: Thanksgiving, Christmas and President's Day.
  - d. If the student school calendar includes a student instructional day on any of the above holidays, such as Columbus Day or Veteran's Day, the employee shall be entitled to a floating holiday. In order to ensure adequate coverage, a floating holiday must be requested in advance and approved by the employee's supervisor. Employees must file a written request with their supervisor at least one week in advance of the floating holiday. A shorter request period can be given for good cause. The supervisor will review the request and may reject the request if inadequate coverage would result. In the event two or more employees request the same floating holiday and both requests cannot be accommodated, the most senior employee's request will be granted. The floating holiday is not provided if the individual is hired after the holiday. The floating holiday does not rollover. Unused floating holidays will not be paid out upon separation of employment.
8. Vacation: Twelve-month employees only are eligible for vacation as follows: after twelve (12) continuous months of employment with the Willington System, non-certified personnel shall be entitled to ten (10) days vacation with pay. After completion of seventy-two (72) months (six [6] years) of continuous service, fifteen (15) days vacation with full pay will be provided. After 144 months (twelve [12] years) of continuous service, twenty (20) days vacation will be provided with full pay. (Note: "vacation days" are computed as defined on page three.)

Vacation days for the upcoming school year will accrue on July 1<sup>st</sup> of each fiscal year. Employees shall earn an increased amount of vacation (as noted above) on July 1<sup>st</sup> of the calendar year in which they meet their required years of service. A week's vacation for someone whose normal working day is four (4) hours, 5 days per week, would be twenty (20) [5x4] hours pay. For employees converting from a 10 month position to a 12 month position, continuous service shall be converted on the basis of equivalent years of twelve month service.

Within the first year of employment for twelve-month employees, the number of days equal to the number of months of employment can, with the approval of the superintendent, be "borrowed" from the ten vacation days earned after completion of twelve continuous months. The number of vacation days remaining in the second year for an employee who takes the first-year vacation option will be equal to ten days less the number of days taken during the first twelve months.

Article IV. Leaves of Absence (cont.)

In order to assure adequate coverage, vacation time must be requested in advance and approved by the employee's supervisor. Employees wishing to take vacations must file a written request with their supervisor at least one week in advance of the start of the desired vacation. A shorter request period can be given for good cause. The supervisor will review the request and may reject the request if inadequate coverage would result. In the event two or more employees request the same vacation time and both requests cannot be accommodated, the most senior employee's request will be granted.

Unused vacation will not be paid out upon separation of employment.

**Article V. Child Bearing and Child Rearing Leave**

Any employee may be entitled, upon written request submitted to the Board of Education, to an extended leave without pay for purposes of child rearing not to exceed twelve (12) consecutive months, apart from any period of childbirth disability leave with pay. Such employee may be entitled to such leave for any school year, or reasonable requested portion thereof, with limitation as set forth below in which the child is born, adopted, or fostered, or for the purposes of child rearing.

Paid and unpaid sick leave utilized by an employee shall be counted as Family Medical Leave Act time credited against the FMLA leave an employee is eligible for.

1. Child Rearing Leave, like other extended leaves, shall be subject to the following provisions:
  - a. Employees requesting leave shall submit, not less than sixty (60) days in advance, written notice of the anticipated date of ending performance of duties.
  - b. An employee granted child rearing leave will be guaranteed a position upon return for which the employee is qualified. The employee is not guaranteed the same position he/she held prior to accepting leave.
2. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes.
  - a. Accumulated sick leave shall be available for use during periods of such disability.
  - b. 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.
  - c. Policies 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.
3. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.

**Article VI. Insurance**

1. The Board shall provide the following for all employees working 20 or more hours per week:
  - a. Medical insurance, including family coverage, as described in Appendix C.
  - b. Dental insurance, including family coverage, \$1,000 per individual per calendar year maximum:
    - 1) Preventive (no deductible)                 in network – 100%  
  out of network – 100% of carrier's fee schedule
    - 2) Basic   in network – 100%  
  out of network – 100% of carrier's fee schedule
    - 3) Major                                        in network – 60%  
  out of network – 60% of carrier's fee schedule
  - c. Group Life Insurance Coverage--\$30,000 on the employee only.
2. Full-time employees participating in any of the above Medical or Dental insurance plans shall contribute the following share of the insurance premium:

<u>Contract Year</u>	<u>Board of Education</u>	<u>Employee</u>
2022-2023	83.5%	16.5%
2023-2024	83.0%	17%
2024-2025	82.5%	17.5%

For Part-time employees, the Board of Education's contribution shall be further prorated based on the employee's full-time equivalency (FTE), with FTE being 35 hours per normal work week. For example, the Board's premium share for a .60 FTE employee will be 60% of what the Board's premium share is for a full-time employee. The employee will be responsible for the remainder of the premium.

An employee's contribution shall be made via payroll deduction in equal installments, twice per month, from September through June. Employee contributions may be made on a pre-tax basis under a Section 125 trust, provided the Board is able to implement such a plan and the employee makes the appropriate selection on the open enrollment form.

3. Insurance Waiver:
  - a. Employees eligible for Board-provided health insurance policies may elect to waive all health insurance coverage and, in lieu thereof, receive a payment of \$1,200 for the contract year. Payment to those employees waiving coverage will be made as follows: \$600 in December and \$600 in June of the contract year. All insurance waiver payments will be prorated based on the number of months health insurance coverage was waived.



Article VI. Insurance (cont.)

- b. Where there is a change in an employee's status such as, but not limited to, change in the spouse's employment or changes in a spouse's benefit program, the waiver may, by written notice to the Board of Education, be revoked. Upon receipt of revocation of the waiver, reinstated coverage shall be subject to any regulations or policy restrictions, including waiting periods, which may then be in effect. Depending upon the effective date of resumed coverage, appropriate financial adjustments shall be made between the employee and the Board so as to ensure that the prorated basis in Section 3(a) was accurate.
  - c. Insurance waiver payments will be paid out upon separation of employment, and the amount shall be prorated based on the number of months health insurance coverage was waived.
  - d. Waivers under this section must be permitted by the applicable insurance companies and policies.
4. The Board of Education shall have the right to change the identity of the carrier(s) or insurer(s) who provide the employee insurance benefits set forth in this contract, provided that the change results in substantially equivalent coverage and benefits when viewed as a whole. Prior to any change in insurance carrier, the Board of Education shall give the Union the opportunity to review the proposed changes. If agreement cannot be reached by both parties, the proposed changes will be submitted to binding arbitration before an arbitrator with expertise in insurance. The present coverage will remain in force until such decision is rendered.

**Article VII. Grievance Procedure**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of employees. Both parties agree that proceedings shall be kept as confidential as is appropriate.
  - a. Grievances shall fall under two categories as follows:
    - 1) General Grievance
    - 2) Specific Grievance
2. Definitions:
  - 1) "General Grievance" shall mean a claim based upon an event or condition which affects the welfare or conditions of employment of an employee or group of employees. A general grievance may be processed through the Board level.
  - 2) "Specific Grievance" shall mean a claim that there has been a violation, misapplication, or misinterpretation of a specific provision of this Agreement. A specific grievance may be processed through binding arbitration.

Article VII. Grievance Procedure (cont.)

- 3) "Employee" shall mean any employee represented by the Union.
- 4) "Grievant" shall mean the person, group of persons or Association.
- 5) "Party in Interest" shall mean the person or persons making the claim, including his/her/their designated representative as provided for herein.
- 6) "Days" shall mean days when school is in session, or when an employee is requested to report to work.
- 7) "Immediate Supervisor" shall mean the supervisor who is responsible for the direct supervision of the employee.

3. Time Limits:

- a. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
- b. If a grievant does not file a grievance in writing within thirty (30) days after he/she knew, or should have known, of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
- c. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

4. Informal Procedure:

- a. If a grievant feels that he/she may have a grievance, he/she shall initially discuss the matter with his/her immediate supervisor in an effort to resolve the problem informally. He/she shall have the right to have a Union representative assist in this initial effort.
- b. If the grievant is not satisfied with such disposition of the matter, he/she shall have the right to have the Union assist him/her in further efforts to resolve the problem informally with the immediate supervisor.

5. Level One--Superintendent of Schools:

- a. If the grievant is not satisfied with the disposition of his/her grievance at the Informal Procedure Level, he/she may within three (3) days after the decision, or within eight (8) days after his/her formal presentation, file his/her written grievance with the Union for referral to the Superintendent of Schools.

Article VII. Grievance Procedure (cont.)

- b. The Union shall, within five (5) days after receipt, refer the grievance to the Superintendent, but prior to so doing, the Union shall provide an opportunity for the aggrieved employee to meet with the appropriate Union committee to review the grievance.
- c. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the grievant and with representatives of the Union for the purpose of resolving the grievance.
- d. The Superintendent shall, within five (5) days after the hearing, render a decision and the reasons therefor, in writing to the grievant, with a copy to the Union.

6. Level Two--Board of Education:

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may, within three (3) days after the decision, or within eight (8) days after the hearing, file the grievance again with the Union for appeal to the Board of Education.
- b. The Union shall, within three (3) days after receipt, refer the appeal to the Board of Education. Referral shall be by certified letter addressed to the Chairman of the Board of Education.
- c. The Board of Education shall, within ten (10) days after receipt of the appeal, meet with the grievant and with representatives of the Union for the purpose of resolving the grievance.
- d. The Board shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the grievant, with a copy to the Union.

7. Level Three--Arbitration:

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may, if the grievance is based on an alleged violation of the specific term of this Agreement, within three (3) days after the decision, or within eight (8) days after the Board meeting, request in writing that the grievance be submitted to arbitration. Individual employees are not entitled to submit grievances to arbitration, and only the Union may submit grievances to arbitration.
- b. The Union may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing. This notice shall be by certified letter addressed to the Chairman of the Board.
- c. The Chairman of the Board and the president of the Union shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall immediately be called upon to select the single arbitrator, pursuant to the then applicable rules of that Association.

Article VII. Grievance Procedure (cont.)

- d. The arbitrator selected shall confer promptly with the representatives of the Board and the Union, shall review the record of prior hearings, and shall hold such further hearings with the grievant and other parties in interest as he/she shall deem requisite. The arbitrator shall hear and decide only one grievance in each case.
- e. The arbitrator shall, within thirty (30) days after the completion of the hearing, render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be bound by the American Arbitration rules. He/she shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon all parties in interest.
- f. The costs for the services of the arbitrator shall be borne equally by the Board and the Union.

8. Rights To Representation:

- a. No reprisals of any kind shall be taken by either party or by any member of the administration against any participants in the grievance procedure by reason of such participation.
- b. Any party in interest may be represented at Level One and Level Two of the formal grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or by an officer of any employee organization other than the Union. When an employee is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the procedure.

9. Miscellaneous:

- a. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- b. Forms to be used for filing and processing grievances shall be prepared cooperatively by the Union and the Administration.
- c. When a meeting or hearing is scheduled during a school day by the Superintendent or Board pursuant to Level Two or Level Three of the grievance procedure, persons whose attendance at such meeting or hearing is deemed necessary by the Union, including witnesses, if any, shall be released without loss of pay or leave in order that they may attend. The number of witnesses to be called upon at any one time shall be scheduled so as not to be disruptive to the ongoing operation of the school.

## **Article VIII. UNION SECURITY**

1. The amount of dues deducted under this Article, together with a list of all employees for whom such deductions were made, and a list of all employees in the bargaining unit, shall be remitted to the Union's designee within one (1) week after the payroll period in which such deduction is made. Such lists shall be in an editable digital file format and include the following information: full name, job title, department, work location, work telephone number, home telephone number, mobile telephone number, home email address, work email address, home address, date of hire, rate of pay, amount of dues paid during the reporting period, and employment status (active, leave of absence, etc.).
2. The Willington BOE shall provide, in an editable digital file format, the following information if on file with the employer: Name, job title, department, work location, home email address, work email address, home telephone number, work telephone number and the home address of any newly hired employee. The public employer shall provide such information with real-time electronic transmission of new hire data. The Willington BOE agrees that if the Union provides a template and/or a site to which such data may be submitted the Willington BOE shall use the format and submission method provided by the Union.
3. The Willington BOE shall honor employee authorizations created or adopted by the Union for deductions in electronic form, and, by voice authorization. Additionally, the Willington BOE shall honor authorizations in any form that satisfies the requirement of sections 1-266 to 1-286, inclusive, of the Connecticut General Statutes. The revocability of an authorization shall be determined by the terms of the authorization.
4. New Member Orientations
  - a. The Willington BOE agrees that each newly hired employee shall participate in a mandatory and in-person orientation meeting(s), as small as one (1) individual, within the first fourteen (14) calendar days from date of hire during regular working hours and onsite without loss in compensation.
  - b. Each newly hired employee, as part of her or his in-person orientation meeting(s), shall be required to attend a mandatory one (1) hour orientation meeting, conducted by the Union, at the start of any orientation meeting without loss in compensation.
  - c. A newly hired employee who does not attend the session(s), conducted by the Union, shall be required to attend a mandatory and in-person one (1) hour make-up session during regular working hours and onsite without loss in compensation. The make-up session shall be arranged and conducted by the Union. The Willington BOE shall notify newly hired employees at least forty-eight (48) hours in advance of the make-up session in writing that the employee's attendance is required.
  - d. If no orientation is conducted, then the Union will be allowed one (1) hour during the new employee's workday to make such a presentation without loss in compensation.
  - e. Union designee(s), including, but not limited to, Union representative, officers, stewards, and members, shall conduct the sessions covered under this agreement.
5. Meeting with Union Designee(s)
  - a. Release Time
    - i. Newly hired employees shall be granted release time without loss in compensation to meet with the Union designee(s) during regular working hours and onsite.
    - ii. The Willington BOE shall grant Union designee(s) release time, including reasonable time for travel and set up, without loss in

compensation to conduct any sessions, meetings, and trainings covered by this agreement.

- b. Neutrality - Willington BOE representatives shall be absent from the room during any sessions, meetings, or trainings, conducted by the Union. The Willington BOE shall not discourage membership in the Union.
  - c. Facility and Resource Access - The Union shall have a right to access and use the Willington BOE facilities and audio-visual equipment to conduct orientation sessions and separate meetings with newly hired employees.
  - d. Notice of Orientations - The Willington BOE shall provide the Union with at least ten (10) days' electronic notice of any orientation meeting and send an electronic list of expected participant(s) at least forty-eight (48) hours in advance of the orientation meeting.
6. Willington Educational Support Staff, SEIU Local 2001 CSEA, shall indemnify the Board and hold the Board harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Board or its employees or agents for the purpose of complying with the provisions of this Article.

#### **Article IX. New Employees**

1. A new employee will be on a probationary step for the first four pay periods of employment. A probationary step is the step below the entry level step at which the employee was hired. The Superintendent has the authority to extend the probationary period for an additional 4 pay periods for good cause shown. Only one such extension shall be allowed.
2. In determining the entry level step at which an employee is hired, credit for previous experience in related skills will be determined by the Superintendent.
3. A new employee must have been working on a given non-probationary step for at least four (4) months by September 1 to move up a step in the current school year.
4. Newly hired employees with the same level of experience, skills and qualifications as a current employee in the same position shall not be placed on a step higher than such current employees in the same position.

#### **Article X. Just Cause**

No employee having completed the probationary periods shall be formally disciplined, reduced in rank or compensation, denied an increment or scheduled pay increase, or suspended or terminated without just cause.

## **Article XV. Layoff and Recall**

1. It is agreed that the Board of Education has the right to eliminate and/or reduce bargaining unit positions.
2. Should a reduction in the workforce become necessary, the Board of Education shall identify the position(s) to be reduced or eliminated. Then, the reduction shall be accomplished on the basis of seniority and qualifications as provided in this Article.
3. For the purposes of this Article, seniority shall be defined as the length of continuous unbroken service within the Willington school system in a position covered by the Union bargaining unit. Continuous service shall not be deemed interrupted as a result of a layoff of up to one year, provided that ten (10) month employees do not count summer vacation months for seniority purposes. Part-time employees who are in the bargaining unit will earn full seniority benefits as ten-month or twelve-month employees, regardless of the number of hours worked.
4. New employees on probation shall be laid off first, provided that senior employees are able to perform the necessary work.
5. If further layoffs are necessary, the employee with the least seniority in the job classification shall be laid off first, provided that the more senior employee is qualified to perform the necessary work.
6. Bumping shall be allowed within categories in accordance with this section. There shall be four bumping categories: 1) secretary/clerical (consisting of all full-time and part-time secretaries, clerks; 2) custodial (consisting of all full- and part-time custodians); 3) nurses (consisting of all full- and part-time certified registered nurses and registered nurses); and 4) para-educators, duty clerical aides, and miscellaneous (consisting of all full- and part-time remaining positions in the bargaining unit).

Whenever an employee is scheduled to be laid off, he/she has the right to displace any employee with less seniority in any job classification within his/her bumping category in either the same or lower rate group range as set forth in Appendix A, provided he/she is qualified for the position. There shall be no bumping into a higher rate group range and no bumping into another bumping category.

7. Any employee on layoff shall have recall rights for eighteen months and shall be notified by certified mail sent to the last known address appearing on Board records of any job openings in their bumping category for which they are qualified during the recall period. No new employee may be hired until the recall process is completed.
8. Any employee who, within his/her bumping category, is bumped to a different position within said category or to a lower classification within the category, shall have the right to return to his/her former position if a vacancy arises in said former position within eighteen months. This process shall be implemented before the recall provisions set forth above are applied.

## **Article XVI. Duration**

The provisions of this Agreement shall be effective as of July 1, 2022 and shall continue and remain in full force and effect to and including June 30, 2025.

## **Article XI. Tax Sheltered Annuities**

Effective July 1, 2009, the Board shall, and each eligible employee shall, contribute up to three percent (3%) of the employee's covered compensation to a Tax Sheltered Annuity (TSA) administered by an annuity company selected by the employee from a list of qualified annuity companies available to board of education employees. The Board will match the employee contribution up to 3%. All Union bargaining unit members eligible to participate in the TSA as provided by the rules of the annuity company and by law must participate in the matching TSA program. Maximum levels of employee TSA contributions shall be in accordance with law and the rules of the annuity company.

The Board shall not be required to administer this TSA plan and shall be required only to forward the appropriate payments to the designated annuity companies. Contributions to this TSA program shall be on a pre-tax plan if allowed by law.

## **Article XII. Longevity**

An employee who has been at the top step of his or her rate group range on the wage schedule for one year, and has a minimum of five (5) years of employment in Willington shall receive a longevity payment of \$505 dollars for 2022-2023 fiscal year, \$510.05 for 2023-2024 fiscal year, and \$515.15 for the 2024-2025 fiscal year. The longevity stipend shall be paid 50% in December and 50% in June. Longevity will be paid out to an employee upon separation of employment and the amount of the payment shall be prorated based on the number of full months of their contracted year (10 months or 12 months) the employee completed. From the 2025-2026 school year, the longevity stipend shall be \$515.15, unless the parties' successor agreement provides otherwise.

## **Article XIII. Substitutes**

Compensation for Calling Substitutes: The person responsible for obtaining substitutes shall be compensated one hour per day based on a work year of 181 days plus emergency closing days, at that individual's current hourly rate. If pre-booking of substitutes is performed outside of the regular work hours of that employee, such duties shall be compensated at that individual's current hourly rate. If this task is subcontracted, compensation will be negotiated between representatives of the Union and the Board of Education

The position of Substitute Caller is considered a bargaining unit position, however, the Union security payroll provisions of the parties' Agreement will not apply to the substitute caller so long as this is the individual's only position with the Board. In the event that the substitute caller's duties are performed by another WESS, SEIU Local 2001, CSEA employee who already has a full time or regular part time job that requires compliance with the Union security provisions of the Agreement, the employee will continue to comply.

The substitute caller shall be compensated according to the applicable provisions of the contract.

## **Article XIV. Wages**

The wage schedules for the agreed upon classifications for the 2022-2023, 2023-2024 work year and 2024-2025 work year are set forth in Appendices A and B to this Agreement, attached hereto and made a part of this Agreement.



## APPENDIX A

### Wage Classifications

1. Certified Registered Nurses  
Special Education Secretary  
Registered Nurses  
District Head Custodian  
Information Technology Specialist
2. Hall Memorial School Principal's Secretary  
Center School Principal's Secretary  
District Curriculum/School Office Secretary  
Center School Secretary  
Librarian Instructional Para-educators
3. Instructional Para-educators
4. Maintenance Custodians
5. Librarian Aide
6. Full-Time Custodians
7. Duty/Clerical Aides
8. Permanent Part-Time Custodians

A shift differential of 30¢ per hour will be paid to Full-Time Custodians for those hours worked after 6 p.m. A Full-Time custodian whose normal shift schedule extends beyond 6:00 p.m. shall be paid his/her usual pay differential in the event that he/she covers for a first shift custodian. The shift differential will be 35¢ in 2023-2024, and 40¢ in 2024-2025. Beginning in the 2025-2026 fiscal year, the shift differential will be 40¢, unless the parties' successor agreement provides otherwise.

The current Center School Principal's Secretary has an additional 30 days of employment throughout the summer, and therefore earns a paid holiday for Independence Day.

In the event there is not a District Head Custodian employed by the district, any maintenance custodian interested can apply for a Head Building Custodian stipend of \$6060 for the 2022-2023 fiscal year, \$6120.60 for the 2023-2024 fiscal year, and \$6181.81 for the 2024-2025 fiscal year for performing assigned responsibilities. Beginning in the 2025-2026 fiscal year, the stipend shall be \$6181.81, unless the parties' successor agreement provides otherwise.

This stipend must be approved by the Superintendent and will be paid twice per year with 50% paid in December and 50% paid in June. This stipend may be prorated as necessary, and any earned amount will be paid out upon separation of employment. Any maintenance custodian interested in the stipend position shall express such interest in writing. Appointments to either Head Building Custodian stipend position are for one

**Article XVII. Miscellaneous**

The Board shall supply all full-time regular and maintenance custodians with uniform shirts for each work year. The Board shall select the shirts.

## APPENDIX B - WAGE SCHEDULES

- 2022-2023 All employees shall remain at the same step, but will receive a 2.75% increase.
- 2023-2024 Step movement for staff not yet on maximum step, and 1.35% applied to top step only for a total salary cost of 2.75%.
- 2024-2025 All employees shall remain at the same step, but will receive a 2.75% increase.

Certified Registered Nurses; Special Education Secretary; Registered Nurses; District Head Custodian; Information Technology Specialist

Step	22-23	23-24	24-25
0	\$ 23.91	\$ 23.91	\$ 24.57
1	\$ 24.79	\$ 24.79	\$ 25.48
2	\$ 25.78	\$ 25.78	\$ 26.49
3	\$ 26.81	\$ 26.81	\$ 27.54
4	\$ 27.79	\$ 27.79	\$ 28.56
5	\$ 28.97	\$ 28.97	\$ 29.76
6	\$ 30.17	\$ 30.17	\$ 31.00
7	\$ 31.34	\$ 31.34	\$ 32.20
8	\$ 32.52	\$ 32.52	\$ 33.41
Top Step 8	\$ 33.17	\$ 33.62	\$ 34.54

Hall Memorial School Principal's Secretary; Center School Principal's Secretary; District Curriculum/School Office Secretary; Center School Secretary; Librarian Instructional Para-educators

Step	22-23	23-24	24-25
0	\$ 19.76	\$ 19.76	\$ 20.30
1	\$ 20.51	\$ 20.51	\$ 21.07
2	\$ 21.22	\$ 21.22	\$ 21.80
3	\$ 22.09	\$ 22.09	\$ 22.70
4	\$ 22.95	\$ 22.95	\$ 23.59
5	\$ 23.91	\$ 23.91	\$ 24.57
6	\$ 24.79	\$ 24.79	\$ 25.48
7	\$ 25.78	\$ 25.78	\$ 26.49
8	\$ 26.81	\$ 26.81	\$ 27.54
9	\$ 27.79	\$ 27.79	\$ 28.56
10	\$ 28.97	\$ 28.96	\$ 29.76
Top Step 10	\$ 29.34	\$ 29.74	\$ 30.56

year only. Any maintenance custodian wishing to be considered for reappointment or appointment shall notify the Superintendent in writing by May 1 of each year. Appointments are made at the discretion of the Superintendent of Schools and are not subject to the grievance procedure. Nothing in this Agreement requires the filling or funding of such positions.

There shall be a toileting stipend for all para-educators whose assignments require toileting of students. The stipend shall be \$500 for the 2022-2023 fiscal year, \$505 for the 2023-2024 fiscal year, and \$510.05 for the 2024-2025 fiscal year. Beginning in the 2025-2026 fiscal year, the stipend shall be \$510.05, unless the parties' successor agreement provides otherwise. Para-educators whose assignment requires toileting of students for half of the school day shall receive one-half of the applicable stipend. This stipend must be approved by the Superintendent, and will be paid twice per year with 50% paid in December and 50% paid in June.

## APPENDIX A

If the Willington Public Schools facilities are consolidated into a single school building for K-8 instruction during the term of the 2019-2022 collective bargaining agreement, the Board of Education shall enter into impact bargaining with the Union regarding changes that may be required in the scope of the Head Building Custodian stipend position, and the selection process for same.

Employees who have left work at the end of their scheduled shift and are called back from home off the alarm list and directed to report to work will receive a minimum of two (2) hours' pay.

The Superintendent can require a flexible work schedule for the Information Technology Specialist position or any custodial position as necessary.

Effective with the 2015-2018 contract:

- (a) the position of Center School Clerk was renamed to Center School Secretary and moved to Step 16 in Rate Group Range 8-18.
- (b) the positions of Certified Registered Nurse, Special Education Secretary, Registered Nurses, District Head Custodian, and Information Technology Specialist were combined into a single Rate Group Range of 13-21.
- (c) A Top Step 21 was created in the Wage Schedule.
  - Employees affected by the above changes who were eligible for longevity payments as of June 30, 2015 will continue to receive longevity payments.

Note: The minimum hourly wage for each wage classification is Step 1. Nevertheless, probationary wages for new employees shall be one step below the entry-level pay that is determined at the time of hire.

## APPENDIX B- WAGE SCHEDULES

- 2022-2023 All employees shall remain at the same step, but will receive a 2.75% increase.
- 2023-2024 Step movement for staff not yet on maximum step, and 1.35% applied to top step only for a total salary cost of 2.75%.
- 2024-2025 All employees shall remain at the same step, but will receive a 2.75% increase.

### Instructional Para-educators

Step	22-23	23-24	24-25
0	\$ 17.62	\$ 17.62	\$ 18.11
1	\$ 18.31	\$ 18.31	\$ 18.81
2	\$ 19.01	\$ 19.01	\$ 19.53
3	\$ 19.76	\$ 19.76	\$ 20.30
4	\$ 20.51	\$ 20.51	\$ 21.07
5	\$ 21.22	\$ 21.22	\$ 21.80
6	\$ 22.09	\$ 22.09	\$ 22.70
7	\$ 22.95	\$ 22.95	\$ 23.59
8	\$ 23.91	\$ 23.91	\$ 24.57
9	\$ 24.79	\$ 24.79	\$ 25.48
10	\$ 25.78	\$ 25.78	\$ 26.49
Top Step 10	\$ 26.41	\$ 26.77	\$ 27.51

### Maintenance Custodians

Step	22-23	23-24	24-25
0	\$ 17.02	\$ 17.02	\$ 17.48
1	\$ 17.62	\$ 17.62	\$ 18.11
2	\$ 18.31	\$ 18.31	\$ 18.81
3	\$ 19.01	\$ 19.01	\$ 19.53
4	\$ 19.76	\$ 19.76	\$ 20.30
5	\$ 20.51	\$ 20.51	\$ 21.07
6	\$ 21.22	\$ 21.22	\$ 21.80
7	\$ 22.09	\$ 22.09	\$ 22.70
8	\$ 22.95	\$ 22.95	\$ 23.59
9	\$ 23.91	\$ 23.91	\$ 24.57
10	\$ 24.79	\$ 24.79	\$ 25.48
Top Step 10	\$ 25.30	\$ 25.64	\$ 26.35

## APPENDIX B- WAGE SCHEDULES

- 2022-2023 All employees shall remain at the same step, but will receive a 2.75% increase.
- 2023-2024 Step movement for staff not yet on maximum step, and 1.35% applied to top step only for a total salary cost of 2.75%.
- 2024-2025 All employees shall remain at the same step, but will receive a 2.75% increase.

### Full-Time Custodians

Step	22-23	23-24	24-25
0	\$ 15.80	\$ 15.80	\$ 16.24
1	\$ 16.38	\$ 16.38	\$ 16.83
2	\$ 17.02	\$ 17.02	\$ 17.48
3	\$ 17.62	\$ 17.62	\$ 18.11
4	\$ 18.31	\$ 18.31	\$ 18.81
5	\$ 19.01	\$ 19.01	\$ 19.53
6	\$ 19.76	\$ 19.76	\$ 20.30
7	\$ 20.51	\$ 20.51	\$ 21.07
8	\$ 21.22	\$ 21.22	\$ 21.80
9	\$ 22.09	\$ 22.09	\$ 22.70
10	\$ 22.95	\$ 22.95	\$ 23.59
Top Step 10	\$ 23.49	\$ 23.81	\$ 24.46

### Librarian Aide

Step	22-23	23-24	24-25
0	\$ 16.38	\$ 16.38	\$ 16.83
1	\$ 17.02	\$ 17.02	\$ 17.48
2	\$ 17.62	\$ 17.62	\$ 18.11
3	\$ 18.31	\$ 18.31	\$ 18.81
4	\$ 19.01	\$ 19.01	\$ 19.53
5	\$ 19.76	\$ 19.76	\$ 20.30
6	\$ 20.51	\$ 20.51	\$ 21.07
7	\$ 21.22	\$ 21.22	\$ 21.80
8	\$ 22.09	\$ 22.09	\$ 22.70
9	\$ 22.95	\$ 22.95	\$ 23.59
Top Step 9	\$ 23.49	\$ 23.81	\$ 24.46

## APPENDIX B- WAGE SCHEDULES

- 2022-2023 All employees shall remain at the same step, but will receive a 2.75% increase.
- 2023-2024 Step movement for staff not yet on maximum step, and 1.35% applied to top step only for a total salary cost of 2.75%.
- 2024-2025 All employees shall remain at the same step, but will receive a 2.75% increase.

### Duty/Clerical Aide

Step	22-23	23-24	24-25
0	\$ 15.28	\$ 15.28	\$ 15.70
1	\$ 15.80	\$ 15.80	\$ 16.24
2	\$ 16.38	\$ 16.38	\$ 16.83
3	\$ 17.02	\$ 17.02	\$ 17.48
4	\$ 17.62	\$ 17.62	\$ 18.11
5	\$ 18.31	\$ 18.31	\$ 18.81
6	\$ 19.01	\$ 19.01	\$ 19.53
7	\$ 19.76	\$ 19.76	\$ 20.30
8	\$ 20.51	\$ 20.51	\$ 21.07
9	\$ 21.22	\$ 21.22	\$ 21.80
10	\$ 22.09	\$ 22.39	\$ 23.01

### Permanent Part-Time Custodians

Step	22-23	23-24	24-25
0	\$ 15.28	\$ 15.28	\$ 15.70
1	\$ 15.80	\$ 15.80	\$ 16.24
2	\$ 16.38	\$ 16.38	\$ 16.83
3	\$ 17.02	\$ 17.02	\$ 17.48
4	\$ 17.62	\$ 17.62	\$ 18.11
5	\$ 18.31	\$ 18.31	\$ 18.81
6	\$ 19.01	\$ 19.01	\$ 19.53
7	\$ 19.76	\$ 19.76	\$ 20.30
8	\$ 20.51	\$ 20.51	\$ 21.07
9	\$ 21.22	\$ 21.51	\$ 22.10

## APPENDIX C INSURANCE

### HIGH DEDUCTIBLE HEALTH PLAN WITH HEALTH SAVINGS ACCOUNT

Members shall be eligible to participate in medical insurance coverage, a High Deductible Health Plan (HDHP) with Health Savings Account (HSA) option. In accord with legal requirements, this shall require a high up-front deductible payment, after which in-network benefits are without cost to the employee, excepting only the employee premium contribution and the Rx co-pay described below.

1. There are two levels of annual up-front in-network deductibles under the HDHP: \$2500 for individual members and, \$5000 for a member plus one or more dependents. There is no separate deductible amount for two person coverage.
  
2. In-network benefits covered by the HDHP Plan, other than Rx costs, are paid 100% after the deductible is satisfied. The employee shall be responsible for Rx co-pays of \$5 / \$25 / \$40 for purchases made after the annual deductible is satisfied until the out of pocket maximum has been reached in a given plan year. Out-of-network benefits require 30% payment by employee and 70% by the insurance company after the deductible is satisfied, up to two times the applicable employee deductible, to a \$5000/\$10000 maximum out-of-pocket annual expense.

There are many other features of the HDHP/HSA option that are not addressed here, and information will be provided to staff members and/or will be available on request. This is a thumbnail description of certain features, which does not alter or amend the terms of the actual insurance policy. In the event of any dispute, the terms of the actual insurance contract shall govern and be controlling.

3. The Board will contribute to a participating, eligible employee's HSA at the following levels over the life of this Agreement:

2022-2023	60% of the applicable deductible amount
2023-2024	57.5%% of the applicable deductible amount
2021-2022	57.5% of the applicable deductible amount

4. The Board's annual contribution to employees' HSAs will be made in quarterly equal installments in September, January, April, and June. In individual cases involving financial hardship, an employee may file a request to the Superintendent for advance payment of the Board's annual contribution amount. It is the employee's responsibility to verify they are eligible to have contributions made to an HSA, and to ensure contributions made to their HSA do not exceed the IRS calendar year limit. Contributions that exceed the IRS calendar year limit may be deferred until January at the employee's written request to the Financial Office. The Board shall have no obligation to fund any portion of the annual HDHP deductible amount for retired members or other individuals upon their separation from employment.



## **APPENDIX C INSURANCE**

5. The Board will contribute into an H.S.A. for an employee who is hired after the start of the school year at a lower ratio than for full-time employees hired or employed at the start of the school year based on the percent of time the employee is hired to work up to the amount paid to full-time employees (e.g. for an employee who is hired with 70% of the work year remaining, the Board shall pay 70% of its annual H.S.A. contribution)

For example, for a 10-month employee hired in October, who starts to receive insurance benefits in November, the Board's H.S.A. contribution would be 20% lower than for a full-time 10-month employee hired on or before the start of the school year.

Similarly, for a 12-month employee, hire in October, who starts to receive insurance benefits in November, the Board's H.S.A. contribution would be 33% lower than for a full-time 12-month employee hired on or before the start of the school year.

Employees enrolled in the HDHP might not be eligible to receive contributions to an HSA for various reasons, including but not limited to:

- 1) The employee is enrolled in Medicare
- 2) The employee is covered under a healthcare Flexible Spending account (their own or their spouse's).
- 3) The employee has received Veterans Administration benefits within the last 3 months.
- 4) The employee is covered by Tricare.
- 5) The employee will be claimed as a dependent on someone else's tax return.

For employees enrolled in the HDHP who are not eligible for contributions to an HSA, the Board of Education will instead of making a contribution to an employee's HSA, provide the HDHP medical insurance coverage at 0% employee premium share. If the annual premium cost exceeds what the Board of Education's cost (Board's share of insurance premium + HSA contribution amount) would have been had the employee been able to receive HSA contributions, the Board is entitled to charge the HSA-ineligible employee the difference as a contribution for coverage. The charges to the employee may be paid via pre-tax payroll deductions pursuant to Section 125 of the Internal Revenue Code.

As an example:

Assume the Board's annual cost of the HDHP plan (annual premium minus the employee premium share) for an employee is \$8,000, and the Board's contribution to that employee's Health Savings Account would be \$1,500. This brings the Board's total net cost for that employee to \$9,500.

If that employee was ineligible to participate in a Health Savings Account, the Board would pay for the full annual HDHP coverage. However, if the annual premium was \$9,800 (exceeding the Board's net cost of \$9,500 if the employee had been eligible for the HSA), the Board is entitled to charge the excess \$300 to the employee.

10/10/10

10/10/10