# **AGREEMENT**

# **BETWEEN**

# THE WINCHESTER BOARD OF EDUCATION WINSTED, CONNECTICUT

# **AND**

WINCHESTER PARAPROFESSIONALS, LOCAL 6543 AFT-CT, AFT, AFL-CIO

to JUNE 30, 2026

# WINCHESTER BOARD OF EDUCATION/PARAPROFESSIONALS AGREEMENT July 1, 2023 – June 30, 2026

# CONTENTS

- 2 INTRODUCTION
- 2 PREAMBLE
- 2 BARGAINING HISTORY AND ORGANIZATION OF THE AGREEMENT
- 3 ARTICLE I RECOGNITION
- 3 ARTICLE II RIGHTS OF THE BOARD OF EDUCATION
- 3 ARTICLE III NO STRIKE
- 3 ARTICLE IV UNION SECURITY
- 4 ARTICLE V SENIORITY LAYOFF RECALL
- 6 ARTICLE VI DISCIPLINE
- 7 ARTICLE VII GRIEVANCE PROCEDURE
- 8 ARTICLE VIII BULLETIN BOARD
- 8 ARTICLE IX ACCESS TO PREMISES
- 9 ARTICLE X MISCELLANEOUS PROVISIONS
- 10 ARTICLE XI SAFETY
- 11 ARTICLE XII HOURS AND OVERTIME PROVISIONS
- 12 ARTICLE XIII LEAVE PROVISIONS
- 14 ARTICLE XIV HOLIDAYS & HOLIDAY PROVISIONS
- 15 ARTICLE XV- INSURANCE
- 15 ARTICLE XVI WAGES
- 16 ARTICLE XVII- DURATION
- 17 SIGNATURE PAGE
- 18 APPENDIX A WAGES
- 19 APPENDIX B INSURANCE

# INTRODUCTION

This	agreement	(hereina)	fter called	d the "A	Agreement	t") is:	made and	entere	ed into	this _	
day	of		2023 b	y and	between	the	Wincheste	r Boa	rd of	Educa	ition
(here	inafter call	ed the "F	Board") a	nd the	Winchest	ter Pa	eraprofess	ionals	Local	6543,	AFT
here	inafter calle	ed the "U	nion").								

# **PREAMBLE**

WHEREAS, the Board and the Union recognize the importance of sustaining a high level of morale among the paraprofessionals and maintaining harmonious relationship between the Board and the paraprofessionals and encouraging the paraprofessionals to provide full service to the Board of Education and to the improvement of quality of said service and assuring necessary, usual and beneficial communication between the Board and the paraprofessionals.

NOW THEREFORE, in consideration of these promises and other good consideration, the Board and the Union enter into this Agreement.

# BARGAINING HISTORY AND ORGANIZATION OF THE AGREEMENT

During the 2001 negotiations, the parties agreed to a reorganization of the Agreement. Although the parties negotiated certain changes to the Agreement, the reorganization of the Agreement itself was not intended to change any of the terms and conditions of employment for any specific employee or any group of employees. The purpose of the reorganization was to provide each of the main categories of employee a section delineating its key benefits.

Naturally, any reorganization of a document of this size demands that some wording must be changed. This is necessary in order to retain continuity, meaning, and flow in the document. In this case for instance, some provisions had to be split and others partially duplicated in order to meet the goal of describing benefits on a category-by-category basis.

For purposes of interpretation, the Agreement should be read as consistent with the agreements between the parties that were executed prior to 2001, subject to agreed upon changes to the terms and conditions of employment.

As a mechanical matter, article numbering has been made sequential from beginning to end of the Agreement, notwithstanding the chapter structure.

#### **ARTICLE I - RECOGNITION**

## SECTION 1

The Board recognizes the Union under the provisions of Chapter 113 of the General Statutes of Connecticut, 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 paraprofessionals working one hundred twenty (120) days or more per year, excluding all central staff employees, within the meaning of the Municipal Employees Relations Act, and all other employees employed by the Winchester Board of Education.

#### SECTION 2

The term "Superintendent of Schools" or "Superintendent" as used in this Agreement shall mean the Superintendent or his or her designee. The term "Board of Education" or "Board" as used in this Agreement shall mean the Board or its designee.

#### ARTICLE II - RIGHTS OF THE BOARD OF EDUCATION

Except where it is specifically abridged by any provision of this Agreement, the Winchester Board of Education has and will continue to retain, whether exercised or not in the past, the sole and unquestioned right and prerogative to manage and direct the operation of the Winchester Public School System.

#### ARTICLE III - NO STRIKE

During the term of this agreement, the Union agrees there shall be no authorized or sanctioned cessation, retarding, or stoppage of work, picketing, sympathy strikes, work to rule action, or other interference, because of any dispute that may result from a the interpretation of this Agreement or for any cause whatsoever.

# ARTICLE IV - UNION SECURITY

#### SECTION 1

Each employee who is a member of the Union on the effective date of this Agreement may remain a member in good standing for the duration of this Agreement.

#### SECTION 2

Each new employee may become a member of the Union in good standing after thirty (30) days of employment.

#### SECTION 3

<u>UNION DUES DEDUCTION</u> - The Board agrees to deduct from the salary of all employees covered herein who authorize in writing with a copy provided to the Board, such dues and initiation fees as may be fixed with amounts certified to the Board by the Union annually by August 1st and allowed by law. Newly hired paraprofessionals shall follow the same process.

In the event an employee receives no pay on that day that Union dues are deducted said dues shall be deducted from the next regular pay.

# SECTION 5

The Union agrees to indemnify and hold and to save the Board harmless from any and all claims, damages, suits or any other form of liability, including reasonable attorney's fees that shall or may arise out of or by reason of any action taken by the Board for the purpose of complying with the provisions of this article.

# SECTION 6

The Union president shall receive timely notification of new hires via email. Said notification shall include the name, position, school location, date and time of hire home address, and home phone number if authorized.

# ARTICLE V - SENIORITY - LAYOFF - RECALL

# SECTION 1

Seniority, for purposes of this Agreement, is defined as the total length of an employee's most recent period of continuous service with the Board. The employee's earned seniority shall not be lost because of absence due to illness (pregnancy, maternity leave), bereavement, jury duty, personal leave or authorized leave or while eligible for recall. Seniority and seniority rights will not be accrued during unpaid leave of absence or recall eligibility but such right will not be lost by the employee during such periods.

# SECTION 2

All other factors being equal, seniority will be used to determine transfers, or promotions, if any, of employees. Other factors are defined to include qualifications and competence to perform the work.

# SECTION 3

A seniority list shall be furnished to the Union President and secretary annually on about October 1st of each year via email.

# SECTION 4

New employees shall be considered probationary during their first six (6) months of employment. During such probationary period the employee shall not attain seniority rights under this Agreement, and such probationary employee will be subject to discharge by the Board, without access to the grievance procedure. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment. During the probationary period, paid time off for sick or personal days is earned. Should the probationary employee start after the first day of work, sick and personal time will be prorated and earned accordingly. At the culmination of a successful probationary period the employee will be provided with the remaining allotted sick and personal time.

When new jobs are created within the union the Board shall post the job title for one (1) week and notify the Union Steward to such posting. Such posting will be made through the online system which is accessible via a link at the district website <a href="https://www.winchesterschools.org">www.winchesterschools.org</a> with a copy of the posting sent to the Union President and all bargaining unit members via email. Each employee who is interested will have the opportunity to apply for said opening(s), providing he/she is qualified. The senior qualified employee shall be given first consideration for the job. If the senior employee is not promoted, consideration shall then be given to the next senior employee in the unit who has applied for the position. The Board retains the right to fill positions from outside the unit and the system.

# SECTION 6

In the event there is a reduction in or a proposed reduction in the number of employees or work hours, the employees with the least seniority in the job title affected shall be laid off first. The Board shall notify the Union President as soon as practical, but in no event less than forty-eight (48) hours of the time that the affected employee is notified. The Board shall notify the least senior employee within the affected job title at least ten (10) calendar days before the effective date of the layoff.

# SECTION 7

An employee who receives such notice may elect within seven (7) calendar days thereafter to bump into a lower job title, provided that the employee has more seniority than the least senior employee in the lower job title. The employee to be bumped shall have the same bumping rights to positions held by less senior employees in a lower job title provided all such bumping rights are exercised prior to the effective date of layoff.

# SECTION 8

Employees who are laid off or bumped into a lower job title under this Article shall have recall rights as follows:

- **a.** The affected employee shall notify the Superintendent in writing at the time of layoff that he/she requests placement on a recall list.
- **b.** Employees who are bumped to a lower job title shall have recall rights to return to his/her former job title. When an employee is bumped to a lower job title, he/she shall be placed on the appropriate pay scale and step that represents the least reduction to the pay of the employee.
- **c.** For a period of fifteen (15) months the affected employee shall have the right to be recalled to the job title from which he/she was laid off if a position should become vacant or be reinstated or to a position in a lower job if qualified.
- d. 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 re-employment, or declined such re-employment offer. An employee who declines an offer of reemployment shall forfeit recall rights. Failure to respond in fifteen (15) calendar

days in writing to a notice of an opening shall be deemed a refusal to accept reemployment.

#### ARTICLE VI - DISCIPLINE

# SECTION 1

Each employee shall have the right to see and review his or her personnel file at least twice a year by appointment with the business office. The Board shall provide copies of all materials in the file upon request of the employee. Employees may request that the Board correct, amend or delete incorrect or inaccurate material. Failing mutual agreement the employee shall have the right to respond in writing to all items in their personnel file. Such responses shall be made part of the file. No separate personnel file shall be maintained other than the one subject to employee inspection.

# SECTION 2

Each employee will be given copies of any evaluation reports placed in the employee's personnel file.

# SECTION 3

All disciplinary action shall be applied in a fair and equitable manner and shall be consistent with the infraction for which disciplinary action is being applied. All suspensions and discharges must be given in writing with reasons stated and a copy given to the employee and the Union at the time of the suspension or discharge. Depending on the offense, disciplinary action may include but not be limited to verbal and/or written warning, suspension with or without pay, and discharge. Progressive discipline shall be applied when appropriate. No employee shall be discharged without just cause. Disciplinary action normally shall follow in this order:

- a. Verbal Warning
- b. Written warning
- c. Suspension with or without pay
- d. Discharge.

All disciplinary action may be appealed through the established grievance procedure. Grievance at any level shall be presented to Superintendent within 25 calendar days of breach or when employee should have realized alleged breach.

#### SECTION 4

All disciplinary actions, verbal or written warnings and any other type of action, shall be removed from the records of the employee one (1) year after the occurrence of a particular offense from which disciplinary action has resulted unless a pattern of repeated conduct is suspected. In situations involving repeated or severe conduct, removed records may be taken into consideration for purposes of progressive discipline.

#### SECTION 5

When an employee is called for a meeting that could result in disciplinary action, demotion, or dismissal the employer shall inform the employee of the right to Union Representation.

#### ARTICLE VII - GRIEVANCE PROCEDURE

## SECTION 1

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

# SECTION 2 - PROCEDURE

#### STEP ONE

Within twenty five (25) calendar days of the date of the event which gives rise to the grievance, the employee or the Union must present a written statement of the grievance to the building Principal or Supervisor. The matter may be discussed and a decision given to the employee and the Union within seven (7) calendar days of receipt of the grievance.

#### STEP TWO

If the grievant is not satisfied with the disposition of the grievance at Step One, the written grievance shall be presented to the Superintendent within ten (10) calendar days of receipt of the decision at Step One. The grievance shall be considered by the Superintendent who shall render a decision on the grievance within seven (7) calendar days of its receipt.

#### STEP THREE

If the matter has not been satisfactorily resolved at Step Two the matter may, within ten (10) working days following receipt of the Step Two decision, be presented in writing to the Personnel Committee of the Board of Education for discussion by the full Board at its next regularly scheduled meeting. The Board shall render its decision in writing within ten (10) working days following the meeting, by certified mail.

#### STEP FOUR

Should the Union be dissatisfied with the answer of the Board, it shall notify the Superintendent in writing within twenty (20) working days of receipt of his answer of its desire to proceed to arbitration. Any grievance submitted to arbitration shall be referred to the Connecticut State Board of Mediation and Arbitration. 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 by mutual agreement decide to consolidate one or more grievances for hearing. The arbitrator 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 according to law.

# SECTION 3

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

#### SECTION 4

Either party may request the services of a State Mediator prior to arbitration of a grievance.

## SECTION 5

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

# SECTION 6

For a grievance arising in the month of June, the time limits above prescribed shall be modified to these respects:

- **a.** Grievances arising in the month of June must be submitted by June 30 to the Building Principal or Director.
- b. The Building Principal or Director has 10 business days to render a decision
- **c.** The Union has 5 business days to appeal the decision of the Principal or Director to the Superintendent
- **d.** The Superintendent of Schools shall process the grievance as expeditiously as possible with a view to adjusting the grievance prior to the first day of school.

# SECTION 7

No employee shall be disciplined or discharged without just cause.

#### ARTICLE VIII - BULLETIN BOARD

#### SECTION 1

The Board agrees to provide bulletin board space that may be used by the Union for the following notices:

- a. Notices of Union meetings.
- **b.** Notices of Union elections and the results when they pertain to the employees.
- c. Notices of Union recreational and social events.

#### SECTION 2

Said posting shall be furnished to the Building Administration prior to posting,

# ARTICLE IX - ACCESS TO PREMISES

# SECTION 1

The Union's business representative may be permitted to visit specific job sites where bargaining unit members are employed provided such visits are at normal business hours

and do not interfere with the operation of the schools or interrupt the performance of any Board employees. Upon entering the premises, the Union's business representative shall notify the building principal of his or her presence.

# ARTICLE X - MISCELLANEOUS PROVISIONS

# SECTION 1

The Board shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment. The Board shall also post the current contract on the employee portal accessed by logging into the district website www.winchesterschools.org.

# SECTION 2

If an article or section of the Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

# SECTION 3

There shall be no alteration, variation, or amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties.

# SECTION 4

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

#### SECTION 5

The Board shall protect and save harmless any employee covered by this Agreement from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in bodily injury to or death to any person or damage to or destruction or property within or without the school building, providing such employee at the time of the occurrence resulting in such injury, damage or destruction was acting in the discharge of duties within the scope of employment and under the direction of the Board. This provision is intended to confer no more or no fewer rights than those granted under Connecticut General Statute §10-235, as amended.

# SECTION 6

When an employee is required to use his/her own motor vehicle to perform Board business, he/she shall be reimbursed at the current IRS rate per mile traveled.

# SECTION 7

Any employee, who is required by the Board to attend any training or conference, shall be reimbursed reasonable expenses associated with said training or conferences.

The Union will notify the Board of changes in the Union Executive Board and Steward roster.

#### SECTION 9

When the Board creates a new classification or extensively changes an existing job, the Board and the Union shall negotiate appropriate pay rates for such new or changed classification upon request.

# **SECTION 10**

All paraprofessionals must take and pass the ParaPro if they have fewer than 60 college credits; this section applies to new hires only.

#### ARTICLE XI - SAFETY

# **SECTION 1**

The Board and the Union agree that employee safety is of high importance and that it is a responsibility that is shared by the Board, the Union, and every employee covered by this agreement. If an employee reasonably believes that an unsafe situation exists, the employee should report his or her concerns to his or her supervisor or the Superintendent.

# **SECTION 2**

All Paraprofessionals if directed by administration must diaper students following state guidelines. Paraprofessionals will be provided with the equipment and personal protective materials necessary to do so, including, at a minimum, a changing table and gloves. No paraprofessional shall diaper a child without another staff member present.

#### **SECTION 3**

Paraprofessional trainings required prior to commencing employment are

- a) DCF Mandated Reporter
- b) Blood Bourne Pathogens
- c) First Aid
- d) Federal/State Sexual Harassment

Paraprofessionals must pass and maintain certification for CPI, if required, and maintain current certifications of all these trainings and any mandated by legislation.

# **SECTION 4**

The Board shall provide paraprofessionals with walkie talkies when necessary to ensure the safety of students and staff.

#### ARTICLE XII - HOURS AND OVERTIME PROVISIONS

## SECTION 1

Hours of work shall be determined by the Board of Education consistent with the operational requirements and the interests of education in the system.

The regular work day and week for full-time paraprofessionals shall consist of six and one half (6.5) hours per day, five (5) days per week, Monday through Friday, for a total of thirty (32.5) hours per week. The work year shall be one hundred eighty-three (183) days per year, (181 student days, plus 2 days before the start of the school year).

The building principal may assign a paraprofessional to arrive fifteen (15) minutes earlier than student arrival and stay fifteen (15) minutes later than student dismissal or thirty (30) minutes before or thirty (30) minutes after to support the needs for coverage at school opening and dismissal times in accordance with Article XII, Section 6. Any work performed in excess of forty (40) hours in any one week will be compensated at the rate of one and one-half (1½) times the regular hourly rate.

The workday for the paraprofessionals assigned at The Gilbert School shall be seven (7) hours per day. Paraprofessionals assigned at The Gilbert School shall receive compensation for seven (7) hours per day, including for sick (family and illness) days, personal days, and holidays.

#### SECTION 2

In the event of late openings due to weather conditions, paraprofessionals will be paid for their normally scheduled time. In the case of early dismissal due to holidays, no adjustments in pay will be made.

# SECTION 3

SUMMER HOURS. Additional hours may be added in the summer, as needed, at the discretion of the administrator. Summer position postings shall also be made on line in accordance with Article V – Section 5. Except for cases where an individual student's needs require consistency of personnel from the regular school year, summer assignments shall be made based on seniority.

#### SECTION 4

If an employee is called in to work overtime on Saturday, he/she shall be paid at one and one-half (1½) times his/her regular hourly rate. If an employee is called in to work on Sunday, he/she shall be paid double his/her regular hourly rate. All overtime must be approved in advance.

There shall be no compensatory time in lieu of pay. Employee shall be entitled to a 30 minute duty-free lunch.

#### SECTION 5

An employee called back to work for a period not contiguous to normal work hours shall be paid three (3) hours minimum pay.

Paraprofessionals shall work a six and one half (6.5) hour day. A building principal may assign a paraprofessional to begin work earlier or later than student arrival. In any case or such reassigned hours, the work day shall remain six and one half (6.5) hours.

Gilbert Paraprofessionals shall work a seven (7) hour day. An Administrator may assign a paraprofessional to begin work earlier or later than student arrival. In any case or such reassigned hours, the work day shall remain seven (7) hours.

#### ARTICLE XIII - LEAVE PROVISIONS

## SECTION 1 - SICK LEAVE

Paraprofessionals shall be entitled to ten (10) sick days per fiscal year, which may be accumulated to a maximum of seventy (70) days. Probationary Paraprofessionals shall earn sick time until the successful completion of their probationary period per Article V Section 4.

Annual sick leave allowance shall be credited to each part-time employee at the rate of one-half (½) day per month for ten (10) months totaling five (5) days per year which may be accumulated to a maximum of thirty (30) working days.

An employee shall notify the proper authority of his/her illness no later than thirty (30) minutes prior to his/her scheduled starting time in order to receive proper credit.

The Board may require a physician's statement if a sick leave absence exceeds three (3) consecutive days or where a pattern of abuse is suspected.

Paraprofessionals may use up to five (5) accumulated sick days to care for a sick family member. After two (2) days a doctor's note is required and after five (5) days the employee shall apply for FMLA coverage. This provision does not apply to employees with less than one year of service.

A paraprofessional, hired prior to July 1, 2020, who retires, and whose age and years of full-time service with the Board equal seventy (70,) shall be paid his/her accumulated sick leave up to forty-five (45) days. In the event of the death of a paraprofessional, hired prior to July 1, 2020, with ten (10) years of full-time service, their estate shall be paid his/her accumulated sick leave up to thirty (30) days.

Payment of accumulated sick leave of an employee who retires or dies during the contract year shall be made on or before September 1 following retirement or death. As used in this section, the term "accumulated sick leave" shall mean the number of accumulated days times the employee's then current per diem rate of pay.

# SECTION 2 - FAMILY ILLNESS

Full time regularly employed paraprofessionals shall be entitled to four (4) working days leave with pay for critical illness or severe injury or sickness in the immediate family.

#### **SECTION 3 - WORKERS COMPENSATION LEAVE**

If an employee is absent from work because of injury sustained in the course of his/her work for which he/she is entitled to compensation under the Worker's Compensation Act, the Board shall pay to the employee during the period of disability an amount equal to the difference between the employee's regular salary and the amount of Worker's Compensation received by the employee for the first ninety (90) days of disability. In no case, however, shall the differential received by the employee exceed an amount that, after taxes, allows the employee to net take-home wages that are greater than he or she would have earned while working. Lump sum worker's compensation payment for indemnification to the employee for permanent injuries received by him/her shall not be paid over or assigned to the Board.

# **SECTION 4 - PERSONAL LEAVE**

Each full-time paraprofessional shall be granted two (2) Personal Days, with pay, for personal business that cannot be conducted at other than scheduled work time. Of each employee's Personal Leave allotment, one (1) day may be taken without providing an explanation of the purpose for which the day is being taken. Except in the case of a bona fide emergency, permission for a Personal Day must be obtained from the employee's supervisor prior to the leave. Such permission shall not be unreasonably withheld. Probationary Paraprofessionals shall earn personal time until the successful completion of their probationary period per Article V Section 4.

# SECTION 5 - JURY LEAVE

Any employee called to Jury Duty shall be paid the difference between the employee's regular base rate of pay and the fee received for serving as a juror. An employee called to Jury Duty shall furnish the Board with a notice to serve and evidence of attendance.

# SECTION 6 - UNION LEAVE

One (1) member of the Union grievance committee and the grievant shall be granted leave from duty with full pay for all meetings between the Board and the Union for the purpose of processing grievances when such meetings take place at a time during which such members are scheduled to be on duty, at each step of the grievance procedure through arbitration.

The Union shall have the right to have two (2) members of its negotiation committee present to all negotiation meetings. When such meetings take place at a time during which such members are scheduled for work, they will be granted leave from their duties with full pay for such meetings.

# **SECTION 7 - BEREAVEMENT LEAVE**

The Board shall grant up to five (5) days per year for full-time paraprofessionals, in the event of the death of the employee's spouse, domestic partner, father, mother, sibling, child, grandparent, grandchild, mother-in-law, father-in-law, brother in-law, sister-in-law, daughter-in-law, or son-in-law.

In the event of death of an aunt, uncle, niece, nephew, or cousin, a paraprofessional may have one (1) day to attend the funeral without loss of regular pay. Such day off shall not be charged to sick leave.

The same bereavement leave will be granted for all of the above listed relations who are immediate stepfamily.

# ARTICLE XIV - HOLIDAYS & HOLIDAY PROVISIONS

#### SECTION 1

Paraprofessionals shall receive paid holidays as follows:

New Years' Day Martin Luther King Day Presidents' Day Good Friday Memorial Day Labor Day

Columbus Day Thanksgiving Day Day after Thanksgiving

Christmas Day

# SECTION 2

Paid holidays occurring on Saturday shall be observed on the preceding Friday provided there is no school on said Friday. Paid holidays occurring on Sunday shall be observed on the following Monday provided there is no school on said Monday. In the event that school is in session on either Friday or Monday, the employees shall be given another day off to compensate for said holiday at a time mutually agreeable to the employee and his/her supervisor.

# SECTION 3

An employee must work his or her regularly scheduled workday immediately before and immediately after a holiday in order to receive holiday pay. Whenever any paid holiday falls during an authorized vacation the employee shall be given another paid day at a time mutually agreeable to the employee and the building Principal.

EMPLOYEES SHALL RECEIVE HOLIDAY PAY ONLY IF THE EMPLOYEE WORKS THE FULL DAY BEFORE AND THE FULL DAY AFTER THE HOLIDAY OR IF THE EMPLOYEE HAS AN EXCUSED ABSENCE AS PROVIDED BY A DOCTOR'S NOTE.

#### SECTION 4

Part-time paraprofessionals shall receive holiday pay on a pro-rata basis.

A part-time paraprofessional is defined as an employee who works twenty (20) hours or more per week, but less than thirty (30) hours per week.

#### ARTICLE XV- INSURANCE

# SECTION 1 HEALTH INSURANCE

Paraprofessionals may elect to participate in the High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) or for those eligible a Health Reimbursement Account (HRA).

For HDHP Plan coverage:

```
Effective July 1, 2023, paraprofessional pays 18.25% of premium; Effective July 1, 2024, paraprofessional pays 18.25% of premium; Effective July 1, 2025, paraprofessional pays 18.25% of premium
```

HSA/HRA plans shall be funded by the Board at \$1,000 single coverage and \$2,000 employee plus one or family. The deductible shall be \$2000 for individual and \$4000 for employee plus one or family coverage.

The Board's contribution will be deposited into HSA accounts in two equal installments in July and January except for new employees. New employees will receive their HSA contribution due at the successful completion of their probationary period. Employees hired mid year will receive their HSA prorated contribution due (based on their hire date) at the completion of their successful probationary period. Health Reimbursement Accounts (HRA) will be reimbursed up to the same annual amounts.

<u>Dental</u> insurance coverage remains the same as the present plan with premium co-shares of 20% in each year of this contract.

# SECTION 2

Employees may participate in the Board's established IRS Section 125 plan for purposes of allowing employees participating in the plan described above, at their option, to have their insurance premium co-payments withheld from their income. The Section 125 plan is established solely for the purpose of health insurance premium co-payments.

# SECTION 3

The Board shall provide Basic Group Term Life/Accidental Death & Dismemberment (AD&D) Insurance for each employee at the rate of on (1) times annual salary, rounded to the nearest thousand.

#### **ARTICLE XVI- WAGES**

# SECTION 1

An employee promoted to a higher classification shall be placed on the schedule (Appendix A) in accordance with their years of service.

Newly hired employees shall be hired at Step One (1) formerly called Step 0.5. When applicable, employees shall advance one step on July 1, of each year except employees hired at the start rate on or after May 1 of each contract year shall remain at Step One (1) until the second July 1 following the date of employment. This provision shall not be interpreted to entitle any employee to a step increase not described in the wage appendix or to a step increase after the expiration of this agreement.

# SECTION 3

Employees hired prior to July 1, 2023, may select their method of payment from the following options:

- 1. 26 equal payments.
- 2. 21 equal payments.

Employees hired after June 30, 2023 shall send biweekly timesheets to Payroll signed by their school Administrators. Employees shall be paid biweekly for actual hours worked and approved paid time off during the previous two (2) weeks.

All employees, shall be paid through direct deposit. Overpayments of wages or Health Savings Account deductibles shall be repaid to the Board through evenly split Payroll deduction of future pay periods, but not beyond June 1 of any given year when All overpayments are due in full.

Up to one paraprofessional from each school may be selected from an open posting to serve as the Positive Behavior Support liaison for a stipend of \$250 per year. Such extra stipend will cover costs of extra time and service to the program.

# SECTION 4

Employees who Receive and maintain a certificate of completion for RBT training shall receive an annual stipend of \$750.

Employees working in the HUB will receive an annual programmatic stipend of \$3,000 for a full year of completed service4. This stipend is not eligible for prorating.

#### ARTICLE XVII - DURATION

Provisions of this Agreement shall be effective July 1, 2023, and shall continue and remain in full force and effect through June 30, 2026.

# SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

WINCHESTER BOARD OF EDUCATION

DATE: 6/15/23

Melony Brady-Shanley

WINCHESTER PARAPROFESSIONALS AFT-CT, AFT, AFL-CIO

DATE: 6/14/23

Lois Carey
Local President

DATE: 6.15.23

Sandra Garcia Local Secretary

DATE: 6/20/23

3Y \_\_\_\_

Emil∳ Demicco

**AFT-CT** Representative

# **APPENDIX B - INSURANCE**

July 1, 2023 Step Consolidation from eleven (11) steps to four (4) steps enabling All bargaining ur members to receive an increase in excess of \$2.00/hour

July 1, 2024 All bargaining unit members receive a 2.5% GWI. No step increase.

July 1, 2025 All bargaining unit members receive a 2.5% GWI. No step increase.

# WINCHESTER PARAPROFESSIONALS HOURLY WAGES EFFECTIVE JULY 1, 2023 to JUNE 30, 2026

7/1/2022	Step Increas	e and 2% G\	<u>VI</u>			s Wasserman melana E		and the second of the second		1	
STEPS Base	1	2	3	4	5	6	7	8	9	10	11
	\$15.19	\$15.58	\$15.98	\$16.39	\$16.79	\$17.20	\$17.60	\$18.00	\$18.49	\$18.98	\$19.46
											w
7/1/2023	All Bargain	ing Unit M	embers rec	eive an ir	ncrease in e	excess of \$	2.00/hr		- (.		ac monomia i
	Ĩ.		2				3			ą	
	\$18.00		\$19.42				\$20.84			\$22.	26
*								i , ande			
7/1/2024	No step inc	rease and	2.5 GWI			er exemple of the					
	<b>4</b>		2		-		3			4	
	\$18.45		\$19.91				\$21.36			\$22.	82
			•••	:		:					
7/1/2025	No step inc	rease and	2.5 GWI	(1) 1527 - 111 - 12 - 12 - 13 - 15 - 15 - 15 - 15 - 15 - 15 - 15		:					
	1		2		-		3			4	-van-van-van-van-van-van-van-van-van-van
	\$18.91		\$20.41		3		\$21.89			<b>\$23.</b>	39

# **APPENDIX A - INSURANCE**

# **TOWN OF WINCHESTER-WINCHESTER PUBLIC SCHOOLS PARAPROFESSIONALS**

# High Deductible Health Plan \$2000/\$4000, \$0 Rx After Ded MEDICAL/DENTAL BENEFITS EFFECTIVE 7/1/23-06/30/24

	unua oogoo aa a	PREMIUM RATES	EMPLOYEE CONTRIBUTION	PER PAY CONTRIBUTION		
Anthem Medical/H		<u>Monthly</u>	<u>Annual</u>	18.25% <u>ANNUAL CO-PAY</u>	20 <u>CO-PAYS</u>	
Class II: Class III: Class III:	Single Dependent Family	\$820.05 \$1,730.32 \$2,230.54	\$9,840.60 \$20,763.84 \$26,766.48	\$1,795.91 \$3,789.40 \$4,884.88	\$89.80 \$189.47 \$244.24	
Anthen Dental:	i BCBS	Monthly	Annual	20.0% ANNUAL CO-PAY	20 <u>CO-PAYS</u>	
Class I: Class II: Class III:	Single Dependent Family	\$39.10 \$96.49 \$117.09	\$469.20 \$1,157.88 \$1,405.08	\$93.84 \$231.58 \$281.02	\$4.69 \$11.58 \$14.05	

2023-2024

AFT UNION \$2000/\$4000 deductible

Funding \$1000/\$2000 MEDICAL: HSA

50% provided in July and 50% in January

18.25%

DENTAL:

20%

Based on IRS guidelines, Winchester Public Schools meets the affordability guidelines for all employees for 2023.