



Council Agenda

Council Chambers
Windsor Town Hall
November 18, 2019



7:30 PM Regular Council Meeting

1. ROLL CALL
2. PRAYER – Councilor Black-Burke
3. PLEDGE OF ALLEGIANCE – Councilor Black-Burke
4. PROCLAMATIONS/AWARDS
5. PUBLIC COMMUNICATIONS AND PETITIONS
(Three minute limit per speaker)
6. REPORT OF APPOINTED BOARDS AND COMMISSIONS
 - a) Public Building Commission
 - b) Housing Authority of the Town of Windsor
 - c) Wilson/Deerfield Advisory Committee
7. TOWN MANAGER'S REPORT
8. COMMUNICATIONS FROM COUNCIL MEMBERS
9. REPORTS OF STANDING COMMITTEES
10. ORDINANCES
11. UNFINISHED BUSINESS
12. NEW BUSINESS
 - a) *Reject collective bargaining contract with Windsor School Administrators' Association for the period of July 1, 2020 to June 30, 2023 (Town Manager)
 - b) *Presentation by the Metropolitan District Commission regarding their 2020 Budget and proposed Integrated Plan (Town Manager)
 - c) Consider settlement in Stackhouse vs Town of Windsor (Town Manager)
13. *RESIGNATIONS AND APPOINTMENTS



14. MINUTES OF PRECEDING MEETINGS

- a) *Minutes of the October 21, 2019 Public Hearing
- b) *Minutes of the October 21, 2019 Regular Town Council Meeting

15. PUBLIC COMMUNICATIONS AND PETITIONS

(Three minute limit per speaker)

16. EXECUTIVE SESSION

- a) Strategy and negotiations with respect to pending claims and litigation (Stackhouse vs. TOW)

17. ADJOURNMENT


★Back-up included

Agenda Item Summary

Date: November 18, 2019

To: Honorable Mayor and Members of the Town Council

Prepared By: Dr. Terrell Hill, Assistant Superintendent for Human Resources

Reviewed By: Peter Souza, Town Manager 

Subject: Board of Education & School Administrators and Supervisors' Agreement

Background

Attached is the contract between the Windsor Board of Education and the Windsor School Administrators' and Supervisors' Association for the period of July 1, 2020 thru June 30, 2022. The full signed agreement was received at the Town Clerk's Office on October 22, 2019.

Discussion/Analysis

Connecticut General Statutes provides that "the terms of such a contract shall be binding on the legislative body of the local school district, unless such body rejects such contract at a regular or special meeting called and convened for such purpose within thirty days of the filing of the contract" in the Town Clerk's office. The highlights of the negotiated agreement include:

1. General wage increase (GWI) of 1.75% in FY20, 2% in FY21 and 2.25% in FY22. Step increases of 0.93% in FY20, 0.67% in FY21, and 0.11% in FY22. GWI and step increases total \$250,274 over the contract period
2. Employee premium cost share (now 21%) will remain at 21% for FY20, and increase 1% in FY21, and 1% in FY22
3. Added the language to Sec. 6.2 that allows an administrator to request converting so-called unused 'non-work' days to previously used sick days.

Financial Impact

The projected net financial impact of wage and benefit changes is approximately \$78,622 for FY 2020; \$75,759 for FY 2021; and \$65,963 for FY 2022.

Other Board Action

The Board of Education approved the contract on October 16, 2019.

Recommendation

As per state law, the specific motion regarding the contract is required to be in the negative. The Town Council may also choose not to take action within the thirty-day time frame and the terms of the negotiated contract would go into place. If action is desired, the following motion would be in order:

"MOVE to reject the Memorandum of Agreement between the Windsor Board of Education and the Windsor School Administrators' and Supervisors' Association."

Attachments

Executive summary
Collective Bargaining Agreement

Executive Summary

**Windsor School Administrators and Supervisors Association
(WSASA)
Tentative Agreement
July 1, 2020 – June 30, 2023
(Three-Year Agreement)**

Executive Summary

Article 15 (Salary)

2020-2021	1.75 GWI plus .93 step (2.68%) increase
2021-2022	2.00 GWI plus .67 step (2.67%) increase
2022-2023	2.25 GWI plus .11 step (2.36%) increase

TOTAL 7.71%

Article 14 (Long Term Care) Removal

The Board shall make available to eligible employees, on a fully contributory, employee-pay-all basis, a long term care insurance plan.

Article 14 (Insurance)

2020-2021	HDHP \$2000/\$4000 Rx after deductible \$5/\$25/\$40 50% employer funding of deductible 50% of employer funding on September 1 21% employee premium cost sharing HRA for those ineligible for HSA
2021-2022	HDHP \$2000/\$4000 Rx after deductible \$5/\$25/\$40 50% employer funding of deductible 50% of employer funding on September 1 22% employee premium cost sharing HRA for those ineligible for HSA

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HUMAN RESOURCES
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2022-2023

HDHP \$2000/\$4000

Rx after deductible \$5/\$25/\$40

50% employer funding of deductible

50% of employer funding on September 1

23% employee premium cost sharing

HRA for those ineligible for HSA

Proposed Motion: “Move that the Board of Education vote to ratify the Agreement between the Windsor Board of Education and the Windsor School Administrators and Supervisors Association covering July 1, 2020 through June 30, 2023.

Windsor Board of Education
and Windsor School
Administrators
and Supervisors
Agreement

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ARTICLE 1

GENERAL

- 1.1 This Agreement has been entered into by virtue of negotiations under Chapter 166, §10-153b through §10-153f of the General Statutes of the State of Connecticut, as amended, in order to fix for its term the salaries and other conditions of employment provided herein.
- 1.2 It is understood that this Agreement is subject to, and shall operate within the framework of, the Statutes of the State of Connecticut.
- 1.3 It is understood that unit members shall continue to serve under the direction of the Superintendent of Schools and in accordance with board and administrative policies, rules and regulations.
- 1.4 This Agreement shall be binding upon both parties for its term, and the Board hereby amends its rules and regulations to the extent necessary to give effect to the provisions of this Agreement.
- 1.5 If there is any previously adopted policy, rule or regulation of the Board which is in conflict with any provision of this Agreement, said provision shall govern during the term of this Agreement. No such provision shall operate retroactively unless expressly so stated.
- 1.6 This Agreement shall not be altered, amended, or changed unless agreed by both parties hereto, which agreement shall be in writing signed by both the Board and the Association. Any amendment shall be appended hereto and made a part hereof.

ARTICLE 2

RECOGNITION

- 2.1 The Board hereby recognizes the Windsor School Administrators' and Supervisors' Association as the exclusive representative of all those certified professional employees in the Windsor school district who are not excluded from the purview of Sections 10-153a to 10-153n, inclusive, of the Connecticut General Statutes, who are employed in positions requiring an intermediate administrator or supervisor certificate, or the equivalent thereof, and whose administrative or supervisory duties shall equal at least fifty percent of the assigned time of such employee.
- 2.2 Unless otherwise specifically defined, the term "administrators" when used in this Agreement, shall mean all persons employed in the positions of elementary school principals, secondary school principals, secondary school assistant principals, elementary assistant principals, coordinators, supervisors, and department chairs.

ARTICLE 3

BOARD RIGHTS AND RESPONSIBILITIES

- 3.1 It is recognized that the Board retains and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the Windsor Public Schools in all its aspects including but not limited to the acquisition, control and regulation of all property, the employment and supervision of all employees and the organization and administration of the program of the Windsor Public Schools.
- 3.2 These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives other than as there are specific provisions herein elsewhere contained shall be subject to the grievance provisions of this Agreement.

ARTICLE 4

RIGHTS OF ASSOCIATION

- 4.1 The Windsor School Administrators' and Supervisors' Association as the exclusive negotiating representative of the administrators and supervisors, realizing its obligation to represent and communicate to all members of the unit shall be afforded the following privileges:
 - 4.1.1 The School mail and mailboxes may be used to facilitate the dissemination of Association material in accordance with guidelines jointly established by the Superintendent; and the President of the Association.
 - 4.1.2 A copy of all materials distributed through mailboxes shall be given to the Superintendent of Schools previous to being distributed or posted.
 - 4.1.3 Copies of the agenda of all regular Board meetings shall be sent to the Association President at the same time they are sent to Board members.
 - 4.1.4 When it is necessary for official representatives of the Association to engage in Association activities directly relating to the Association's duties as representative of the unit members, during the school day, they may be given such free time, without loss of pay, as is necessary to perform any such activities, provided such activities and free time have been approved by the Superintendent or his designated representative in accordance with established administrative regulations. The Association and its officers recognize and agree that this privilege should not be abused.

- 4.1.5 No administrator shall receive a written reprimand or be suspended without pay except for just cause.

ARTICLE 5

AGENCY FEE

- 5.1 All unit members employed by the Windsor Board of Education shall as a condition of continued employment join the Association or pay an agency fee to the Association. Said agency fee shall be equal to ninety percent (90%) of the Association dues uniformly required of members, but in no case greater than the proportionate cost of collective bargaining, contract administration and grievance adjustment.
- 5.2 All unit members who elect to join the Association shall sign and deliver to the Association, if they have not already done so, an authorization for the payroll deduction of membership dues of the Association. Said authorization shall be delivered to the Board of Education and shall continue in effect from year to year, unless such unit member shall notify the Board of Education and the Association in writing in the month of August of any year, that he/she no longer authorizes deduction of membership dues of the Association. If said notice is timely delivered, it shall mean that in the coming school year said unit member shall pay the agency fee as described in Section 1 via payroll deduction.
- 5.3 For those unit members who have not delivered an authorization card by October 1st, the Board of Education agrees to deduct the annual agency fee from their salaries via payroll deductions.
- 5.4 The Board of Education agrees to deduct from each unit member an amount equal to the Association membership dues or agency fee by means of payroll deductions. The deduction from each paycheck of membership dues or agency fee shall be made in seventeen (17) equal installments, commencing from the second paycheck in October and then from the first two paychecks in each following month. The amount of Association membership dues or agency fee shall be certified by the Association to the Board of Education prior to August 15.
- 5.5 Those unit members commencing employment after the start of the school year shall sign and deliver to the Board of Education an authorization card as described in Section 2 by the date of the first paycheck received or be subject to the agency fee. Deduction of either Association membership dues or the agency fee shall commence with the second paycheck, and thus the amount of membership dues or agency fee under this section shall be a prorated amount, equal to the percentage of the remaining school year.
- 5.6 The Board of Education agrees to forward to the Association treasurer, each month, a check for the amount of money deducted during that month. The Board shall include a list of the unit members for whom such deductions were made.

- 5.7 The Association agrees to indemnify and hold the Board of Education harmless against any or all claims, demands, suits or other forms of liability including attorneys' fees and the cost of administrative hearings that shall or may arise out of, or by reason of, action taken by the Board of Education for the purpose of complying with the provisions of this Article.

ARTICLE 6

WORK YEAR

- 6.1 The work year for unit members shall be as set forth below. The unit member shall submit his/her proposed schedule of such days for the next school year to the Superintendent for modification and/or approval by June 1 each year. Although the presumption shall be that non-work days will rarely be scheduled on student school days requests by unit members for the use of non-work days on student school days will not be unreasonably denied. With the prior written approval of the Superintendent, one or more of the five (5) days before the teacher work year and the five (5) days after the teacher work year required for Category II employees may be scheduled for another time during the work year. In addition, Category II employees may, with the prior written approval of the Superintendent, schedule up to three (3) work days during the regular work year for another time during the calendar year.
- 6.1.1. CATEGORY I - 222 actual work days
All Principals
High School Assistant Principal
Middle School Assistant Principal
Directors
Supervisors
- 6.1.2 CATEGORY II - 197 actual work days
High School Assistant Principal
Middle School Assistant Principal
Elementary Assistant Principal
Department Chairs
- 6.2 When circumstances make it impossible for a unit member to schedule all of his/her non-work days between July 1 and June 30 of a work year, he/she shall be permitted to carry over up to five (5) non-work days into the next work year. However, no unit member may have more than thirty (30) non-work days available to him/her during any work year. The application of this provision shall not be subject to the grievance procedure set forth in Article 12.
- 6.3 There shall be no further accrual of vacation time after June 30, 2004. Administrators employed prior to July 1, 2004 who have accrued vacation time shall be paid upon resignation or retirement for accrued vacation days at the 2004-2005 rates with the per

diem based on the work year when such days were accrued (e.g. 260, 240, 220). With the prior written approval of the Superintendent, a designated number of such days may be used as additional non-work days in a given year. With application prior to November 1 in the preceding school year and the prior written approval of the Superintendent, up to five (5) of such days may be paid at the rates set out above.

ARTICLE 7

REDUCTION IN FORCE

7.1 Factors Which May Cause a Reduction-in-Force

A reduction in force occurs when the total number of full and/or part-time positions requiring the Intermediate Administrative-Supervisory certificate, established and budgeted by the Board of Education, is less than the total number of full-time equivalent administrators and supervisors who are unit members. The elimination of a position and/or a reduction can result from:

7.1.1 Decline in enrollment.

7.1.2 Reorganization within the school district.

7.1.3 Consolidation and subsequent elimination of school buildings.

7.1.4 Change in curriculum or program.

7.1.5 Severe financial conditions.

7.1.6 Other circumstances as determined by the Board of Education.

7.2 Management Rights Reserved to the Board of Education

Nothing in this Article should be construed to limit the right of the Board of Education to eliminate or create any position, program, department or school, or to reorganize the staffing thereof or to assign staff. The provisions of Reduction-In-Force shall not be utilized in a manner that results in a promotion and/or movement into a position with a higher salary for the affected administrator. Accordingly, this procedure shall in no way preclude the Superintendent from making any transfer or reassignment, for any bona fide reason.

7.3 Criteria to be Considered in Determining Qualifications of Unit Member(s) to be Affected by a Reduction-In-Force

The Superintendent shall consider the following factors in determining the qualifications of unit member(s) to be affected by a reduction-in-force pursuant to Section D below:

- 7.3.1 Training, certification, evaluations and experience as related to available positions.
- 7.3.2 Total administrative/supervisory experience.
- 7.3.3 The district's Affirmative Action goals.
These factors are not weighted or arranged in order of importance, but are all to be considered in reaching a decision.
- 7.4 In order to promote an orderly reduction in the administrative personnel, the following procedure will be used:
- 7.4.1 Any administrator relieved of his/her duties because of reduction of staff or elimination of position shall be offered an administrative opening if one exists, in his/her classification for which he/she is certified and the Superintendent finds them qualified.
- 7.4.2 If there is no existing administrative opening in his/her classification, the displaced administrator shall be offered the position of the administrator who has the least seniority in his/her present classification for which position the administrator is certified and the Superintendent finds them qualified.
- 7.4.3 If there is no existing administrative opening in his/her classification, and the displaced administrator has the least seniority in his classification, he/she will be offered an administrative opening, if one exists, in any other administrative classification, for which he/she is certified and the Superintendent finds them qualified; provided, however, such appointment does not constitute a promotion.
- 7.4.4 If there are no existing administrative openings in any administrative classifications, and the displaced administrator has the least seniority in his/her present classification, but has administrative seniority over an administrator in another classification for which the displaced administrator is certified and the Superintendent finds them qualified, the displaced administrator will be offered such position; provided, however, such appointment does not constitute a promotion.
- 7.4.5 If an administrator is relieved of his/her duties because of a reduction in staff or elimination of position and another administrative position is not otherwise available as aforesaid, he/she will be offered a teaching position for which he/she is certified subject to the reduction in force policy or collective bargaining agreement then in effect relative to teachers.
- 7.4.6 The classifications referred to in this Article are as follows:
1. High School Principal
 2. Middle School Principals
 3. Elementary School Principals, High School Assistant Principals
And Directors (222 work days)
 4. Middle School Assistant Principal (222 work days), Supervisors
 5. High School Assistant Principal (197 work days)

6. Middle School Assistant Principal (197 work days)
7. Elementary School Assistant Principals (197 work days)
8. Department Chairs

7.4.7 Notwithstanding the foregoing, the Superintendent shall have the right to override the result indicated by the above procedure in determining which unit member shall be affected by a reduction in force, based on the following considerations:

1. Unique experience, abilities, skills or knowledge valuable to the school district.
2. The district's Affirmative Action goals.

7.4.8 The rights of tenured unit members vis-a-vis non-tenured unit members under the provisions of Conn. Gen. Stat. §10-151 shall take precedence over any provision of this Article. In the event of a layoff, termination of contract shall be subject to administrative and/or judicial review in the manner set forth in Conn. Gen. Stat. §10-151 as amended and in no other manner.

7.4.9 The name of a unit member who is assigned to a lesser pay administrative or supervisory or teaching position or who is laid off shall be placed on a reappointment list and shall remain thereon for up to two (2) years following the effective date of transfer or contract termination. Unit members on the reappointment list shall be reappointed to positions for which they are certified and the Superintendent finds them qualified, provided such appointment does not constitute a promotion. Notice of reappointment shall be sent to such unit members, return receipt requested (RRR), and such unit members shall have ten (10) days from receipt of notice within which to accept such position in writing. If reappointment is offered and is refused by the unit member, his or her name shall be removed from the reappointment list."

7.4.10 The Board and the Association agree that prior to the submission of any recommendations to the Board for the establishment of any new positions or the elimination of existing positions to be or being currently represented by the Association, the Superintendent and/or his/her designee shall meet with the executive board of the Association so that consideration may be given to the Association's views. Any grievance of this provision shall not go beyond Level 3.

ARTICLE 8

INVOLUNTARY TRANSFERS

8.1 Before an involuntary transfer is made, because of reduction in force or otherwise, the Superintendent or a member of his staff shall meet with the unit member and a representative of the Association, if requested, to explain the circumstances and conditions.

- 8.2 Following this meeting, the circumstances and conditions shall be confirmed to the unit member in writing.
- 8.3 The need for such transfer shall be reasonable.
- 8.4 Should a transfer for reasons including reduction in force, other than a demotion for unsatisfactory performance be to a position in a lower classification, the unit member shall receive his or her previous, higher salary for the first year following the transfer. Should the unit member be transferred to a teaching position, he or she shall receive the difference between the salary of his or her new position and his or her previous salary in the first year following the transfer.

ARTICLE 9

PROMOTIONS

- 9.1 When vacancies in advanced positions occur, notice will be posted throughout the district. Such notice may be posted electronically and shall contain the qualifications in terms of education and experience, the duties and the salary.
- 9.2 A promotion shall be defined as a move from one salary classification to a higher salary classification.
- 9.3 Any unit member who is promoted will not take a decrease in pay if the new position begins at a lower pay. He/she will be placed at the step which is higher than his/her previous position, and he/she will then progress on that salary schedule.

ARTICLE 10

PROTECTION OF UNIT MEMBERS

- 10.1 Unit members shall report immediately in writing to the central office all cases of assault suffered by them in connection with their employment. Such report shall be forwarded through the Superintendent to the Board of Education. Any unit member involved, or alleged to be involved, in the incident to be reported shall not be required to make such report as aforesaid, but may promptly delegate the responsibility therefor to another unit member.
- 10.2 The Board and the Superintendent shall comply with any reasonable request of the unit member for information in his/her or the Board's possession not privileged under law and which relates to any incident allegedly involving the unit member.

ARTICLE 11

UNIT MEMBER FILES

Official unit member files, wherever kept, shall be maintained under the following conditions:

- 11.1 Unit members shall have the opportunity to review and discuss their observation and evaluation with their Supervisors. Unit members shall have the right to receive copies of their individual reports. The unit member may acknowledge that he/she has read such observation and evaluation reports by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content.
- 11.2 The unit members shall have the right to answer any material filed, and the answer shall be attached to the file copy.
- 11.3 Upon appropriate request by the unit member, he/she shall be permitted to examine his/her files.
- 11.4 The unit member shall be permitted to reproduce any material in his/her files within five calendar days of his/her request at his/her own expense.

ARTICLE 12

GRIEVANCE PROCEDURE

12.1 Purpose

12.1.1 The purpose of the grievance procedure shall be to resolve at the lowest possible administrative level issues which may arise from time to time with respect to the provisions of this Agreement.

12.1.2 A unit member who feels aggrieved shall attempt to resolve the issue through administrative channels before following the below-noted grievance procedure.

12.2 Definitions

12.2.1 A "grievance" is a claim that a specific provision of this Agreement has been misapplied or misinterpreted.

12.2.2 An "aggrieved person" is the unit member or unit members making the claim.

12.2.3 A "party in interest" is the person or persons who, in addition to the aggrieved person, has a recognized and reasonable interest in the grievance or in its resolution.

12.2.4 The term "days" means work days.

12.2.5 Notwithstanding the informal procedure, all grievances shall be in writing and set forth the specific section of the contract in question, the nature of the misapplication or misinterpretation, and the specific relief requested, and must be filed within twelve days of the act or omission complained of, or within twelve days from when he/she knew or should have known, whichever is later.

12.3 Procedure

12.3.1 Informal:

A unit member with a grievance shall have the right to discuss it with the immediate supervisor involved, accompanied by one member of the Association if he or she chooses, with the object of resolving the matter informally.

12.3.2 Formal:

(a) Level One

If the aggrieved person is not satisfied with the disposition of his/her problem through the informal procedure, or if the problem is not resolved through the informal procedure, he/she shall have the right to present his/her grievance to the immediate supervisor involved accompanied by one member of the Association. Such grievance shall be in writing and set forth the specific section of the contract in question, the nature of the misapplication or misinterpretation, and the specific relief requested, and must be filed within twelve (12) days of the act or omission complained of.

(b) Level Two

(1) If the grievance is not resolved at Level One, or if no decision is rendered within five (5) days of its presentation under Level One, the aggrieved person shall have the right to present his/her grievance within five (5) days of a decision under Level One, or within ten (10) days of its presentation under Level One if there is no decision, to the Superintendent of Schools. If the Superintendent rendered the decision at Level One, the grievant shall proceed directly to Level Three as set forth below.

(2) Within ten (10) days after receipt of the written grievance, the Superintendent shall meet with the aggrieved person in an effort to resolve the grievance.

(3) A maximum of three representatives of said Committee shall have the right to attend and participate in the meeting of the Superintendent with the aggrieved person relating to the grievance.

(c) Level Three

- (1) If the grievance is not resolved at Level Two, or if no decision is rendered within five (5) days of the meeting with the Superintendent under Level Two, the aggrieved person shall have the right to refer the grievance in writing to the Board of Education, within three (3) days of a decision under Level Two, or within eight (8) days of the meeting with the Superintendent under Level Two if there is no decision.
 - (2) Within twenty (20) days after receipt of the written grievance, the Board with the Superintendent shall hold a hearing with the aggrieved person for the purpose of resolving the grievance.
 - (3) A maximum of three (3) representatives of said Committee shall have the right to attend and participate in the hearing before the Board with the aggrieved person relating to the grievance.
- (d) Level Four - Impartial Arbitration
- (1) If the grievance is not resolved at Level Three, or if no decision is rendered within ten (10) days of the meeting with the Board under Level Three, the aggrieved person shall have the right to request the Association to submit his/her grievance to Arbitration; provided, however, such request shall be in writing and shall be made within five (5) days of a decision under Level Three, or within fifteen (15) days of the meeting with the Board under Level Four if there is no decision.
 - (2) Within fifteen (15) days after receiving the request, the Association shall decide whether to submit the grievance to arbitration.
 - (3) If the Association decides to submit the grievance to arbitration, it shall notify the Board in writing.

 Within ten (10) days of notification, the Board and the Association shall seek to select a mutually acceptable and available arbitrator. If the parties are unable to agree upon or to obtain a mutually acceptable arbitrator within the time period specified, a request for a list of arbitrators shall be made to the American Arbitration Association or the American Dispute Resolution Center by either party and they shall be bound by the rules and procedures of the designated arbitrator in the selection of an Arbitrator.
 - (4) The Arbitrator so selected shall confer promptly with representatives of the Board and the Association, shall hold hearings with the aggrieved person and such other parties in interest as he shall deem requisite, shall review the record of prior hearings and, unless extended by mutual agreement, shall issue his decision not later than twenty (20) days from the date of the closing of the hearings. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted.

- (5) The parties recognize that the Board is legally charged with the responsibility of operating the school system. The sole responsibility of the Arbitrator shall be to determine whether the terms of this agreement have been misapplied or misinterpreted, and the Arbitrator shall have no power or authority to make any decision which violates, modifies, or amends any then-established terms of this Agreement. The Arbitrator shall not substitute his judgment for that of the Board where the Board's action is not unreasonable except in the following circumstances:
 - (a) where an issue to be determined by the arbitrator is an issue of fact;
 - (b) where the issue before the arbitrator involves the interpretation of the terms of this Agreement.
- (6) The decision of the Arbitrator shall be rendered to the Board and to the Association and shall be binding upon both parties during the life of this Agreement unless the same is contrary to law.
- (7) The costs for the services of the Arbitrator, including per diem expenses if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

12.4 Miscellaneous.

- 12.4.1 The Board and the Association agree that these proceedings shall be kept as informal and confidential as possible.
- 12.4.2 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort shall be made to expedite the process. The time limits specified, however, may be extended by mutual agreement in writing, except the initial filing of the grievance.
- 12.4.3 Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal a decision within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered, and such decision shall thereafter be binding upon the aggrieved.
- 12.4.4 Forms for filing and processing grievances shall be prepared by the Superintendent and distributed to the parties in interest and the Association so as to facilitate operation of the grievance procedure.
- 12.4.5 Commencing with Level One, decisions rendered at all levels of the procedure shall be in writing setting forth the decision and the reasons therefor.
- 12.4.6 It is understood that the aggrieved person or persons shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules

and regulations of the Board and Administration until such grievance and any effect thereof shall have been fully determined.

- 12.4.7 The Board and the aggrieved person or the Association may utilize the service of a bona fide professional consultant at Levels Three or Four of this procedure.

ARTICLE 13

LEAVES OF ABSENCE CHILDBEARING

- 13.1 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in Section 10-156 of the Connecticut General Statutes.)
- 13.2 Accumulated sick leave shall be available for use during periods of such disability.
- 13.3 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.
- 13.4 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.
- 13.5 Pregnancy or childbirth shall not be a basis for termination of employment or compulsory resignation.

CHILDREARING

- 13.6 Childrearing leave of absence may be granted for one year by the Board of Education based upon the recommendation of the Superintendent of Schools. Such leave of absence must be requested in writing prior to the commencement of childbearing leave and shall be taken for the remainder of the academic year. Unit members shall apply for such leave at least six weeks prior to the expected commencement of the childrearing leave. In the case of adoption, the written request must be submitted to the Superintendent within five days of the agency approval of the unit member as an adopting parent.
- 13.7 The Board of Education shall reinstate the unit member to the original or an equivalent position if available at the start of the following school year, providing the unit member has given notice of intent to return by May 1st of the school year in which the leave is taken. Such position shall not be deemed available if the Superintendent has granted a continuing contract for the position to another unit member by June 1 of the school year

in which the childbearing leave is taken. Notwithstanding the above condition, a unit member who commences childbearing leave on or after February 15 shall be entitled to return to the same position or a similar position at the beginning of the next school year provided the unit member has given proper notice of such intent. A unit member on leave of absence under this Article shall, upon return from leave, be placed on that step of the prevailing applicable salary schedule which represents the amount of administrative or supervisory experience the Board recognized at the time the leave commenced.

JURY DUTY

- 13.8 Any unit member ordered to report for jury duty shall receive a rate of pay equal to the difference between his/her professional salary and the jury fee for each day he/she serves as a juror.
- 13.9 Any unit member ordered to report for jury duty shall notify the Superintendent of such fact within 48 hours of receipt of such information.

MILITARY

- 13.10 Military leave of absence shall be granted to any unit member who is inducted into any branch of the armed forces of the United States. Upon return from such leave, the unit member shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence; provided, however, that such increase shall not exceed that obtainable with a maximum of two years of service.
- 13.11 Upon return from such leave, a unit member will be assigned to the same position, if available, or, if not available, to a substantially equivalent position.
- 13.12 Unit members shall be granted the difference between their regular pay and their military pay for a period not to exceed thirty (30) days while on compulsory training or an emergency call.

PERSONAL

- 13.13 All unit members shall be entitled to a total of six (6) days personal leave annually with full pay. The following definitions and limitations shall govern such leave:
- 13.13.1 Personal leave shall not accumulate from year to year.
- 13.13.2 Each member of the group shall be entitled to six (6) days leave of absence with pay for the following matters of pressing personal concern: for legal matters (which after good faith effort cannot be scheduled or accommodated outside of the school day), birth of one's child, adoption or placement of a child, religious holidays, death of a person, including close friend, who is not part of the immediate family, illness in the immediate family, marriage in the immediate family, or graduation in the immediate family. A son, daughter, mother, father, sister, brother and any regular resident of employee's immediate household shall constitute the immediate family. Upon

application to and approval of the Superintendent or his/her designee, one of these days may be used for a personal emergency that cannot be accommodated outside of the school day and/or the school year (e.g. child's PPT or parent-teacher conference, transporting child to/from college, taking parent to doctor's appointment).

- 13.13.3 The Association and the Board jointly accept the responsibility to encourage staff members to use leave of absence days with discretion.
- 13.14 All unit members shall be entitled to a total of three (3) days leaves of absence, annually with full pay for the death of a spouse, son, daughter, mother, father, mother-in-law, father-in-law, grandparents, grandparents of spouse, grandchild, sister, brother, sister-in-law, and brother-in-law or any regular resident of a unit member's immediate household. Such leave shall not accumulate from year to year.
- 13.15 Application for leave hereunder shall be made to the immediate supervisor at least forty-eight (48) hours before taking such leave (except in the case of emergencies) and such leave shall be granted automatically except in cases of hardship or disability to the school system as determined by the immediate supervisor.
- 13.16 Leaves taken pursuant to the above provisions shall be in addition to any sick leave to which the unit member is entitled.
- 13.17 Additional days beyond the limits provided in this Article may be granted by the Superintendent for extenuating circumstances.
- 13.18 For authorized absences without pay, the rate of deduction shall be based upon the per diem rate of the affected unit member for the time of the absence.

PROFESSIONAL

- 13.19 When it is evident that convention or conference attendance or the observation of an activity in another school system will contribute to the improvement of a unit member's effectiveness, the Superintendent may grant convention or conference leaves, or permission to observe an activity in another school system to the unit member without loss of pay.
- 13.20 The Board agrees to reimburse all unit members for all reasonable expenses incurred in attending a convention or conference, regardless of geographical location, or observing activities in another school system as an official representative of the Windsor School System designated by the Superintendent.
- 13.21 At the discretion of the Superintendent, such professional leaves may be granted without expenses, or without pay, or both.

SICK

- 13.22 Each Category I administrator in the group shall be entitled to a minimum sick leave with full pay of twenty (20) days each school year. Unused sick leave shall

be accumulated from year to year, so long as the employee remains continuously in the service of the Board, and as authorized by the Board, but such accumulation of sick leave shall not be more than two hundred twenty-two (222) days for unit members hired July 1, 2004 and thereafter (two hundred sixty (260) days for unit members hired before that time).

- 13.23 All other unit members in the group shall be entitled to a minimum sick leave with full pay of seventeen (17) days each school year. Unused sick leave shall be accumulated from year to year, so long as the employee remains continuously in the service of the Board, and as authorized by the Board, but such accumulation of sick leave shall not be more than one hundred ninety-seven (197) days for Category III administrators hired after July 1, 2004 (two hundred twenty (220) days for Category III administrators hired before that time) and shall not be more than two hundred nine (209) days for Category II administrators hired after July 1, 2004 (two hundred forty (240) for Category II administrators hired before that time.)

ARTICLE 14

BENEFITS

- 14.1 Upon satisfactory completion of a course, unit members covered by this Agreement shall be reimbursed by the Board at the current resident tuition rate in effect at Central Connecticut State University. Payments for such coursework shall be made only under the following conditions:
- 14.1.1 The course must be a graduate level course or one to enhance professional growth.
 - 14.1.2 The course cannot be used to meet the requirements for a Professional Educator Certificate.
 - 14.1.3 The course shall have the prior written approval of the Superintendent or his designee.
 - 14.1.4 Reimbursement shall be limited to a maximum of six semester hours for any one school year, and three semester hours in any one semester or term, except as otherwise approved by the Superintendent.
 - 14.1.5 Reimbursement shall be made following the satisfactory completion of the course.
 - 14.1.6 The coursework shall be related to the unit member's assignment or the needs of the school district.
 - 14.1.7 No more than \$8,000 per year shall be expended by the Board of Education for this tuition reimbursement plan.

INSURANCE

14.2 The group insurance program for the benefit of the administrators, herein referred to also as the "Covered Employees" or "Individuals," and their covered dependents collectively as "family(ies)" shall be as follows:

14.2.1 Administrators shall have the opportunity to make an annual selection of the High Deductible Health Plan (HDHP). The plan shall include all state mandated requirements for insured plans. The Board may also consider as an option offering other insurance coverage alternatives which could result in a lower insurance premium. Such options may include voluntary wellness/disease management programs and/or biometric testing. Changes during the year will be permitted only if a "Qualified Life Event," as enumerated in IRC Section 125 and defined below, occurs. Changes then requested must be on account of and consistent with the Life Event. Selection changes made annually or as a result of a Qualified Life Event, shall be permitted without the imposition of pre-existing condition limits, late entrant requirements, or medical evidence requirements.

14.2.2 "Qualified Life Events" are defined as follows:

- a. The Covered Employee's marriage or divorce,
- b. The death of the Covered Employee's spouse or dependent,
- c. The birth or adoption of a child of the Covered Employee,
- d. Termination of employment or commencement of employment of the Covered Employee's spouse,
- e. The Covered Employee or his/her spouse switches from full-time to part-time or part-time to full-time employment,
- f. The taking of an unpaid leave of absence by the Covered Employee or his/her spouse,
- g. Separation from service,
- h. A significant change in the cost of the plan which causes a corresponding increase in the Covered Employee's contribution during the plan year, or
- i. A significant change in the health coverage of the Covered Employee or spouse due to the spouse's employment.

14.2.3 "COVERED CHARGES" - For the purposes of this Article, the term "Covered Charges" shall mean any charges, or portions thereof, for healthcare expenses deemed reimbursable under the policy of coverage provided Windsor Public Schools by Anthem Blue Cross and Blue Shield of Connecticut.

14.2.4 For those Administrators electing the High Deductible Health Plan (HDHP), the Board will pay seventy-nine percent (79%) in 2020-2021, seventy-eight percent (78%) in 2021-22, and seventy-seven percent (77%) in 2022-23 of the premium cost for the class of enrollment (i.e., individual, two person or family coverage) for the plan, and the Covered Employee is to pay no more than twenty-one percent (21%) in 2020-2021, twenty-two percent (22%) in 2021-22, and twenty-three percent (23%) in 2022-2023 of the premium for the class of enrollment chosen.

14.2.5 For purposes of this Agreement, a Network Provider is defined to mean a physician, facility or other medical provider under contract with the carrier or affiliated with the carrier chosen to administer the health benefits plan. The carrier retains the final determination with respect to whether a provider is a Network Provider under the terms of this Agreement.

14.2.6 THE HIGH DEDUCTIBLE HEALTH PLAN/HEALTHCARE SAVINGS ACCOUNT - (HDHP/HSA)

For those Administrators electing the HDHP/HSA, the plan will include the following elements:

	Proposed Plan
<u>In Network</u>	
Deductible	\$2,000/\$4,000
Coinsurance	0%
OOP Maximum	\$4,000/\$7,150
Preventive care	\$0
Office visit copay	0% After Deductible
Specialist visit copay	0% After Deductible
Inpatient copay	0% After Deductible
Outpatient surg copay	0% After Deductible
Emergency Room copay	0% After Deductible
Urgent Care copay	0% After Deductible
<u>Out of Network</u>	
Deductible	\$2,000/\$4,000
Coinsurance	20%
OOP Maximum	\$4,000/\$7,150
Preventive care	Deductible and Co-Insurance
Office visit copay	Deductible and Co-Insurance
Specialist visit copay	Deductible and Co-Insurance
Inpatient copay	Deductible and Co-Insurance
Outpatient Surgery copay	Deductible and Co-Insurance
Emergency Room copay	20% After Deductible
Urgent Care copay	Not Covered

Prescription Drugs

Tier I, II, III
Step Therapy
Mail Order

5/25/40 Included 2x

The HDHP shall have the following structure:

Annual Deductible (Individual/Aggregate Family)	\$2,000/\$4,000
Co-insurance	0% after deductible in-network; 20% after deductible out-of-network; subject to co-insurance limits
Co-insurance Maximum	\$4,000/\$7,150
Lifetime Maximum	Unlimited
Prescription Drug Coverage	Treated as any other medical expense; subject to deductible; once deductible is met, then \$5/\$25/\$40 co-pay per prescription.

The Board will fund fifty percent (50%) of the applicable HDHP deductible for each full-time employee who elects coverage under the HDHP. The Board's contribution toward the HDHP deductible will be deposited into the HSA in one installment, September 1st.

Health Reimbursement Account ("HRA") shall be made available for any employee who is precluded from participating in a HSA because the employee receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for employees participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HSA.

THE PRESCRIPTION DRUG PROGRAM

14.2.7 The HDHP shall contain a prescription drug copay post-deductible using a formulary as described: a prescription co-pay of five dollars (\$5) for generic, twenty-five dollars (\$25) for brand name and forty dollars (\$40) for non-formulary drugs. Co-pay for mail-in (100 day supply) shall be twenty dollars (\$20) for generic, fifty dollars (\$50) for brand name and eighty dollars (\$80) for non-formulary drugs. No maximum limits on an annual basis.

LONG TERM DISABILITY

14.2.8 Employees may participate in the existing Long Term Disability program with the cost shared equally by the Covered Employee and the Board (50%/50%).

FLEXIBLE SPENDING ACCOUNTS

- 14.2.9 The Board shall make available to eligible employees a Health Care and Dependent Care flexible spending account .
- 14.2.10 The Board will administer the plan in compliance with Internal Revenue Code Section 125 and other relevant regulations.

LIFE INSURANCE PROGRAM

- 14.2.11 Term life insurance of two times the employee's annual basic salary shall be provided to the individual administrator paid by the Board in accordance with the Board's master contract with the insurance carrier.
- 14.2.12 The individual administrator may participate in an additional group term life insurance program in an amount equal to his/her annual salary rate with the administrator assuming the cost of the additional term life insurance. Administrators who exercised this right to additional group term life insurance as of July 1, 2016 shall share the cost of this additional term life insurance with the Board on an equal basis (50%/50%).

DENTAL INSURANCE

- 14.2.13 The Board shall provide administrators with an individual, two person or family dental plan. The plan will provide coverage for caps and crowns. The Board shall pay seventy-nine percent (79%) of the premium for individual, two person or family coverage, and the Covered Employee shall pay twenty-one (21%) of the applicable premium. This benefit shall be subject to a \$2,500 per person annual maximum.

INFERTILITY SERVICES

- 14.2.14 The Board shall provide administrators, as part of their insurance coverage, coverage for infertility services equal to those defined and mandated by the State of Connecticut.

MISCELLANEOUS

- 14.2.15 The Board shall meet and confer with the Association prior to implementing any change in insurance carriers. If the Board elects to provide insurance coverage through alternative carriers, it will provide benefits substantially comparable to the current coverage. If the Association does not agree to a proposed change in

carriers, it may file a grievance commencing at Level 3, which grievance shall be resolved prior to the implementation of such change.

PERSONAL INJURY

- 14.2.16 When a unit member is absent from his/her regular assignment in the event of a disability resulting in a claim under the Town's Workers' Compensation program, the Board shall pay the unit member the difference between the compensation payment and his/her regular salary to a maximum of ninety (90) days (no limit for personal assault) without reduction to sick leave.
- 14.2.17 In such case, the unit member shall be charged a ratable share of his/her unused sick time for each day or portion of a day, for which he/she is paid by the Board.

REOPENER

- 14.2.18 If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, the Board reserves the right to offer a group health plan or plans with a total combined cost that falls below the excise tax thresholds. Eligible employees will be given the option to enroll in the lower cost coverage option(s). If the employee chooses to enroll him/herself or his/her family members in a coverage option(s) that triggers an excise tax, one hundred percent (100%) of any such excise tax shall be borne solely by the employee.

ARTICLE 15

SALARIES

- 15.1 Salary payments shall be by direct deposit every two weeks on a Friday, during the member's work year.
- 15.2 The annual salary paid to each unit position is set forth in Appendices A-1, A-2 and A-3 attached and made a part of this Agreement. Initial step placement of new hires shall be determined by the Superintendent.
- 15.3 A unit member who is formally assigned by the Superintendent to work in a higher classification on a temporary basis (excluding coverage during vacations) shall receive the compensation of the higher classification after twenty (20) work days in such assignment.

ARTICLE 16

PAYROLL DEDUCTION

- 16.1 The Board agrees to make fixed monthly payroll deductions for all unit members for the Tobacco Valley Teachers Federal Credit Union, upon written request of the unit member requesting said deductions. Other fixed monthly payroll deductions for all unit members requested in writing shall be made upon the approval of the Superintendent of Schools, consistent with clerical and other operational factors.
- 16.2 The Board shall make a 457(b) plan available to all members of the bargaining unit by January 1, 2011, or sooner if reasonably possible.

ARTICLE 17

MISCELLANEOUS

MILEAGE REIMBURSEMENT

- 17.1 The Board shall reimburse each unit member at the Internal Revenue Code (IRC) authorized rate per mile for the authorized use of a private motor vehicle on official school business.

CENTRAL CALLING SYSTEM

- 17.2 Throughout the term of this Agreement, the Board shall provide a central calling system for contacting and assignment of substitute teachers.

ARTICLE 18

SAVINGS CLAUSE

18.1 If any portion of this Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect.

ARTICLE 19

DURATION

19.1 The provisions of the Agreement shall be effective as of July 1, ~~2017~~ and shall continue and remain in full force and effect to and including June 30, ~~2020~~.

2020 Trust (M)

2023 Trust (M)

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized, and their seals affixed hereto as of the date and year first above written.

WINDSOR BOARD OF EDUCATION

By Zoe Zed Date 10/17/19
President

WINDSOR SCHOOL ADMINISTRATORS' AND SUPERVISORS' ASSOCIATION

By Michelle Williams Date 10/17/19
President

SCHEDULE A-1
SALARY SCHEDULE

July 1, 2020 June 30, 2021

2020-2021 Salary Scale					
	Categ.	Step 1	Step 2	Step 3	Step 4
High School Principal	I	\$151,149	\$154,999	\$158,848	\$162,880
Middle School Principal	I	\$143,906	\$147,635	\$151,361	\$155,323
Elementary School Principal	I	\$137,800	\$141,285	\$144,766	\$148,583
Director	I	\$135,512	\$139,009	\$142,567	\$146,217
High School Vice Principal	I	\$134,678	\$138,162	\$141,644	\$145,460
Middle School Vice Principal	I	\$130,067	\$133,433	\$136,799	\$140,542
Supervisor	I	\$121,945	\$125,096	\$128,247	\$131,899
High School Vice Principal	II	\$119,586	\$122,675	\$125,766	\$129,347
Middle School Vice Principal	II	\$111,160	\$113,950	\$116,736	\$120,138
Elementary Vice Principal	II	\$108,107	\$110,819	\$113,533	\$116,893
Dept Chair	II	\$99,345	\$102,164	\$105,696	\$110,451

Administrators below Step 4 will advance one step on the salary schedule for the 2020-21 contract year.

SCHEDULE A-2
SALARY SCHEDULE

July 1, 2021 - June 30, 2022

2021-2022 Salary Scale					
	Categ.	Step 1	Step 2	Step 3	Step 4
High School Principal	I	\$154,172	\$158,099	\$162,025	\$166,138
Middle School Principal	I	\$146,784	\$150,588	\$154,388	\$158,429
Elementary School Principal	I	\$140,556	\$144,111	\$147,661	\$151,555
Chief/Director	I	\$138,222	\$141,789	\$145,418	\$149,141
High School Vice Principal	I	\$137,372	\$140,925	\$144,477	\$148,369
Middle School Vice Principal	I	\$132,668	\$136,102	\$139,535	\$143,353
Supervisor	I	\$124,384	\$127,598	\$130,812	\$134,537
High School Vice Principal	II	\$121,978	\$125,129	\$128,281	\$131,934
Middle School Vice Principal	II	\$113,383	\$116,229	\$119,071	\$122,541
Elementary Vice Principal	II	\$110,269	\$113,035	\$115,804	\$119,231
Dept Chair	II	\$101,332	\$104,207	\$107,810	\$112,660

Administrators will not advance a step on the salary schedule for the 2021-22 contract year.

SCHEDULE A-3
SALARY SCHEDULE

July 1, 2022 - June 30, 2023

2022-2023 Salary Scale					
	Categ.	Step 1	Step 2	Step 3	Step 4
High School Principal	I	\$157,641	\$161,656	\$165,671	\$169,876
Middle School Principal	I	\$150,087	\$153,976	\$157,862	\$161,994
Elementary School Principal	I	\$143,719	\$147,353	\$150,983	\$154,965
Chief/Director	I	\$141,332	\$144,979	\$148,690	\$152,497
High School Vice Principal	I	\$140,463	\$144,096	\$147,728	\$151,707
Middle School Vice Principal	I	\$135,653	\$139,164	\$142,675	\$146,578
Supervisor	I	\$127,183	\$130,469	\$133,755	\$137,564
High School Vice Principal	II	\$124,723	\$127,944	\$131,167	\$134,903
Middle School Vice Principal	II	\$115,934	\$118,844	\$121,750	\$125,298
Elementary Vice Principal	II	\$112,750	\$115,578	\$118,410	\$121,914
Dept Chair	II	\$103,612	\$106,552	\$110,236	\$115,195

Administrators below Step 4 will advance one step on the salary schedule for the 2022-23 contract year.

**Windsor Public Schools
WSASA Settlement Recap**

Contract negotiations 07/01/2020-6/30/2023

BASE	\$ 3,143,982	\$ 3,228,829	\$ 3,315,577	
	2020/2021	2021/2022	2022/2023	
GWI	\$55,533	\$65,386	\$74,822	
%	1.75%	2.00%	2.25%	
STEP	\$29,314	\$21,632	\$3,587	
%	0.93%	0.67%	0.11%	
*Total Wage Cost	\$84,847	\$87,018	\$78,409	
%	2.68%	2.67%	2.36%	7.71%
RX changes	-	-	-	
Medical Changes	-	-	-	
Cost share increases	(\$6,225)	(\$11,259)	(\$12,446)	
Total Insurance Cost	(\$6,225)	(\$11,259)	(\$12,446)	
NET COST	\$78,622	\$75,759	\$65,963	
%	2.50%	2.35%	1.99%	


Notes: FY 2020/2021 GWI 1.75% plus Step Movement
 FY 2021/2022 GWI 2% plus Step Movement
 FY 2022/2023 GWI 2.25% plus Step Movement

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Agenda Item Summary

Date: November 18, 2019

To: Honorable Mayor and Members of the Town Council

Prepared By: Peter Souza, Town Manager 

Subject: Metropolitan District Commission 2020 Budget Overview and Update on Long Term Control Plan

Background

The Metropolitan District Commission (MDC) will provide an overview of their proposed 2020 budget and provide an update on the district's long-term control plan and their proposed 'Integrated Plan' which has been under review by the CT Department of Energy and Environmental Protection.

Discussion/Analysis

MDC's budget year runs from January 1st to December 31st and the Board of Commissioners are in the process of reviewing the proposed 2020 Budget with a plan to adopt a budget in early December. As part of the annual process, the MDC Board also considers adjustments to a variety of user fees including water rates.

The overall MDC budget for 2020 is proposed to be \$202,478,100. This is a \$13.0M increase compared to the 2019 adopted budget.

Sewer operations are proposed at \$94.9M and the water operations budget is proposed to be \$107.6M. 54% of the Sewer operations are proposed to be funded through the ad valorem tax, which is paid by the 8 member towns. The ad valorem assessment is proposed to be \$3.3M or 6.9% higher than 2019. Windsor's assessment, based on our fiscal year, would increase by approximately \$368,000 or 8.3%.

The district is considering a range of fee and permit adjustments related to both sewer and water operations. Several proposed changes include:

- Monthly Sewer Customer Service Charge from \$6 per month to \$7 per month
- Annual fire hydrant maintenance fee from \$125 per hydrant to \$135 per hydrant. This is an 8% increase and the annual fee is paid through the Town's general fund
- Water Use Charge from \$3.50 per 100 cubic feet of water to \$4.01 per 100 cubic feet of water
- Annual Wastewater Discharge Compliance Fee that certain food service establishments are required to pay is proposed to increase from \$80 to \$150
- Monthly fees for fire sprinkler connections are increasing by 15% in 4 out of the 7 existing categories (based on pipe/connection size)

At this point the MDC staff is not proposing an increase to the Clean Water Project Charge which is based on customer water consumption and is solely used to fund Clean Water Project expenses. The current charge is \$4.10 per 100 cubic feet of water.

Integrated Planning

As background, I've included below portions of the December 2018 agenda item summary that provided an overview of the district's approach, relative to the required Long-Term Control Plan which was submitted to the CT Department of Energy and Environmental Protection (DEEP) in late 2018.

Integrated Planning Overview (based on USEPA definition)

EPA, states and municipalities have achieved real progress in implementing the Clean Water Act (CWA) and protecting public health and the environment. However, today there are many factors stressing the implementation of CWA programs. Stressors include aging infrastructure, increasingly complex water quality issues, limited resources, and various other economic challenges. Currently, EPA, states and municipalities often focus on each CWA requirement individually. This may not be the best way to address these stressors and may have the unintended consequence of constraining a municipality or district from addressing its most serious water quality issues first.

An integrated planning approach offers a voluntary opportunity for a municipality to propose to meet multiple CWA requirements. This would be accomplished by identifying efficiencies from separate wastewater and stormwater programs and sequencing investments so that the highest priority projects come first. This approach can also lead to more sustainable and comprehensive solutions, such as green infrastructure, that improve water quality and provide multiple benefits that enhance community vitality.

The integrated planning approach is not about changing existing regulatory or permitting standards or delaying necessary improvements. Rather, it is an option to help municipalities meet their CWA obligations while optimizing their infrastructure investments through the appropriate sequencing of work.

MDC's Position

The EPA overview (above) describes the position MDC believes we are currently in, with regard to costs associated with the maintenance of an aging utility infrastructure and the impact of these costs on our customers and member towns.

For MDC customers, an 'Integrated Plan' would allow consideration of all necessary infrastructure improvements while calculating the affordability and prioritization of these improvements within the EPA guidelines. Conversely, under the current requirements of the CWA, only the MDC's Clean Water Project work is permitted to be considered in affordability and prioritization calculations. That still leaves all other sewer work not related to the Clean Water project and all water infrastructure work as well, that could potentially add to the cost of necessary utility infrastructure improvements. These costs are ultimately passed on to our customers and member towns, which are very likely not affordable for member towns and MDC customers.

MDC believes utilizing the 'Integrated Plan' approach will help to provide a level of stabilization and predictability related to the member towns' annual ad valorem assessment. This could be done while achieving the objectives of the Clean Water Act and making needed reinvestments in the region's overall sewer infrastructure. The MDC's proposed "Integrated Plan" would shift from the annual ad valorem charge to the Clean Water project surcharge, a portion of the long-term debt service costs associated with needed reinvestments in the system-wide sanitary sewer infrastructure. Therefore, essentially, the annual ad valorem assessment is projected to stabilize

while the consumption based Clean Water project surcharge would over time increase greater than originally forecast.

In December 2018 the Town Council approved a resolution expressing support for incorporating the integrated planning approach into the MDC's required Long-Term Control Plan and requested that both EPA and CT DEEP support and approve the plan.

MDC has submitted an updated proposed Long-Term Control Plan with an 'Integrated Plan' incorporated therein to the Connecticut Department of Energy and Environmental Protection. The plan has been under review by DEEP and the MDC has been providing additional information as requested by DEEP.

Financial Impact

None

Other Board Action

None

Recommendations

There is no action requested. MDC staff will provide an overview of their proposed 2020 budget as well as provide an update on the district's long-term control plan, their proposed 'Integrated Plan.'

Attachments

None

Town Council
Resignations/Appointments/Reappointments
November 18, 2019

Resignations

- A. **Accept the resignation of Andrea Barton Reeves from the Youth Commission.**

Appointments / Reappointments (to be acted upon at tonight's meeting)

- A. One *Republican* Member (resident)
Historic District Commission
Five Year Term to expire October 31, 2024 or until a successor is appointed
(Loretta Raney)

“MOVE to REAPPOINT Loretta Raney as a Republican member (non-resident) to the Historic District Commission for a five year term to expire October 31, 2024 or until a successor is appointed.”

- B. One *Unaffiliated* Member (resident)
Historic District Commission
Five year term to expire October 11, 2024 or until a successor is appointed
(Stephen Rubino)

“MOVE to REAPPOINT Stephen Rubino as an Unaffiliated member (resident) to the Historic District Commission for a five year term to expire October 11, 2024 or until a successor is appointed.”

- C. One *Democratic* Member
Library Advisory Board
Three Year Term to expire April 30, 2020 or until a successor is appointed
(Warner-Prouty – resigned)

“MOVE to APPOINT Caren Barry as an Independent member to the Library Advisory Board for a three year unexpired term to expire April 30, 2020 or until a successor is appointed.”

- D. One *Democratic* Member
Public Building Commission
Three Year Term to expire November 30, 2021 or until a successor is appointed
(Milo Peck)

“MOVE to REAPPOINT Milo Peck as a Democratic member to the Public Building Commission for a three year term to expire November 30, 2021 or until a successor is appointed.”

- E. One *Democratic Alternate* Member
Public Building Commission
Three Year Term to expire November 30, 2022 or until a successor is appointed
(Joe Auclair)

“MOVE to APPOINT George Bolduc as a Democratic Alternate Member to the Public Building Commission for a three year term to expire November 30, 2022 or until a successor is appointed.”

- F. One *Unaffiliated* Member
Youth Commission
Three Year Term to expire September 30, 2022 or until a successor is appointed
(Robert Gange)

“MOVE to REAPPOINT Robert Gange as an Unaffiliated member to the Youth Commission for a three year term to expire September 30, 2022 or until a successor is appointed.”

Names submitted for consideration of appointment

None



**Town Council
Council Chambers
Windsor Town Hall
OCTOBER 21, 2019
PUBLIC HEARING**

UNAPPROVED MINUTES

1) CALL TO ORDER

The Public Hearing was called to order at 7:22 p.m. by Mayor Trinks.

Present: Mayor Donald Trinks, Deputy Mayor Jody Terranova, Councilor Black-Burke, Councilor James Govoni, Councilor Joseph McAuliffe, Councilor Richard O'Reilly, Councilor Michael Tustin and Councilor Kenneth Wilkos

Absent: Councilor Donald Jepsen

Mayor Trinks read aloud the notice of the public hearing to hear public comment on the future leasing of town-owned real property located at 72 Mack Street, Windsor, CT.

2) PUBLIC COMMENT - None

3) ADJOURNMENT

Mayor Trinks declared the Public Hearing closed at 7:22 p.m.

Respectfully Submitted,

Brianna Matava
Recording Secretary



**TOWN COUNCIL
COUNCIL CHAMBERS
WINDSOR TOWN HALL
OCTOBER 21, 2019
Regular Town Council Meeting**

UNAPPROVED MINUTES

1) CALL TO ORDER

Mayor Trinks called the meeting to order at 7:31 p.m.

Present: Mayor Donald Trinks, Deputy Mayor Jody Terranova, Councilor Nuchette Black-Burke, Councilor James Govoni, Councilor Donald Jepsen, Councilor Joseph McAuliffe, Councilor Richard O'Reilly, Councilor Michael Tustin and Councilor Kenneth Wilkos.

2) PRAYER

Councilor Wilkos led the group in prayer.

3) PLEDGE OF ALLEGIANCE

Councilor Wilkos led the group in the Pledge of Allegiance.

4) PROCLAMATIONS AND AWARDS - None

5) PUBLIC COMMUNICATIONS AND PETITIONS

George Slate of 74 Ethan Drive made comments regarding the town manager's evaluation, and expressed his satisfaction with Mr. Souza's performance. Mr. Slate further expressed his concern regarding the open Assistant Town Manager position.

Coralee Jones of 1171 Matianuck Avenue provided positive feedback for the town manager evaluation. She further expressed her concerns with the Assistant Town Manager position and suggested that the role be redesigned.

6) REPORT OF APPOINTED BOARDS AND COMMISSION

a) Public Building Commission

Gary Johnson, Deputy Chair of Public Building Commission, provided updates on the following projects:



Police Station Construction project

The Police Station Construction project is progressing according to schedule by Larosa Building Group with an anticipated completion date for the fall of 2020.

Meetings continue to be held for the Fire & EMS Station design project. Design drawings are to be reviewed in December 2019. Once approved the architect will start work on construction. Bidding will take place in June 2020.

Town Hall Portico

There are still punch list items to be completed for the Town Hall Portico project.

Poquonock School HVAC project

All HVAC has been installed, tested and operating as designed for the Poquonock School HVAC project. A final punch list walk through is scheduled for this week.

Sage Park School roof design

Design drawings are being worked on for the Sage Park Middle School Roof design. Drawings are expected to be reviewed in the late fall. Once approved, it will be forwarded to the state for project approval. The anticipated completion date is for the summer of 2020.

Department of Public Works building renovation

The completed drawing for the DPW Building Renovation design will be presented at tomorrow's meeting. Once approved it will be put out to bid this winter 2019.

Clover Street partial roof design

The architect and Board of Education staff are working to provide documents for the Clover Street Partial Roof design to the state for the rebate application. Due to delays this project will not take place this summer. The anticipated completion date is for the fall of 2020.

Northwest Park Nature Center addition

The Northwest Park Nature Center Addition project was awarded to McKinney Construction with a completion date of December 2019.

Wilson Fire Station HVAC replacement

The Wilson Fire Station HVAC Replacement project was awarded to Salamone and Associates in the amount of \$19,700. The drawings are to be reviewed in December 2019.

Poquonock Fire Station roof replacement

The Poquonock Fire Station Roof Replacement design was awarded to Rose Architect in the amount of \$7200. Design drawings are to be reviewed in December 2019.

Sage Park Middle School HVAC

The Sage Park Middle School HVAC project is on the agenda for tonight's meeting. Once approved will move forward with the project.

b) Wilson/Deerfield Advisory Committee

Town Manager Souza stated that the representative for the Wilson/Deerfield Advisory Committee was unable to attend tonight's meeting.

7) TOWN MANAGER'S REPORT**Leaf collection program**

The leaf collection program will begin on Monday, October 28th and will end on Friday December 20th. During this eight-week period, your leaves will be picked up on the same day as your trash pick-up.

Residents need to place their leaves at the curb in 30 to 40 gallon paper leaf bags. Leaves may also be placed in similar-sized containers that are labeled with a "Leaves Only" sticker that can be easily identified by the driver (i.e., the sticker facing the road). Residents can obtain these stickers at the Town Hall or the Windsor Transfer Station.

In Windsor, the transfer station accepts residents' leaves at no charge and uses them to produce compost. Leaves must be clean and must not contain other items that will compromise the quality of the mulch that will be created. These items include grass clippings, branches, or other items.

If you choose to self-haul your leaves to the transfer station, there is no charge during this period for dropping off clean loads of leaves (no contaminants or plastic bags).

The transfer station accepts leaves on Mondays and Fridays from 8:00 AM to 2:45 PM, on Tuesdays and Wednesdays from 10:00 AM to 2:45 PM, and on Saturdays from 8:00 AM to 3:45 PM. Residents should arrive at least 15 minutes prior to closing to allow sufficient time to unload their vehicles. The Windsor Transfer Station is closed on Thursday and Sunday. It is located at 500 Huckleberry Road in Windsor. If you have any questions regarding recycling or composting in Windsor, please call the Transfer Station at (860) 285-1833.

Nightmare on Broad Street

First town Downtown and Windsor Federal Savings invite you to Windsor Center on Thursday, October 31st from 5:30 PM – 7:30 PM for some ghoulish treats and fun at Nightmare on Broad Street. Windsor businesses will be giving out treats to the youngsters and more at this free event. Please note that Broad Street will be closed to traffic. For more information call 860-688-5715.

Windsor Bridge Builders

The Human Relations Commission is seeking nominations for the *Annual 2019-2020 Windsor Bridge-Builders Awards*. Nominees can include students, church members, neighbors or local businesses that have worked toward greater understanding of differences in Windsor. Anyone of any age may fill out an official nomination form.

The deadline for submitting applications is November 1st. A panel of judges will review all entries and select this year's honorees. A reception will be held in honor of the recipients on



Thursday, January 23, 2020 in Windsor Town Hall in the Council Chambers beginning at 6:30 PM.

Official nomination forms for the Windsor Bridge Builders Awards are available at the Town Hall, Windsor Public Libraries, and L P. Wilson Community Center, (outside of the Recreation office) as well as on the Town's Website at <https://bit.ly/2pGaQlk>.

November 5 is Election Day

All Windsor polling locations will be open from 6:00 AM to 8:00 PM for Election Day. Come out to vote for the Town Council, the Board of Education and Constable candidates. Absentee ballots are now available. Applications for an absentee ballot must be received by the Town Clerk's office by 5:00 p.m. the day prior to the election. The Town Clerk's office will be open for extended hours on Tuesday, October 29th from 8:00 AM – 6:30 PM. For more information contact 860-285-1902.

Fish Advisory Continues for the lower Farmington

The State of Connecticut Department of Public Health (DPH) and the Department of Energy and Environmental Protection (DEEP) has received validated test results from the first fish sample that was taken in July. PFAS levels in the fish tissue were found to be higher than the guidelines the CT Department of Public Health uses to determine 'do not eat' fish advisories.

Therefore, the advisory not to eat fish caught in the Farmington River below the Rainbow Dam remains in place. A second sample of fish (taken in September) are currently being tested. DEEP currently expects those test results to be available towards the end of December.

These results will be used in conjunction with the July data to determine if the fish consumption advisory should be modified and if additional sampling along the Farmington River is necessary. Additional information on DPH fish consumption advisories can be found at: <https://portal.ct.gov/fish> or by calling 1-877-458-FISH (3474).

The Department of Energy and Environmental Protection and the Department of Public Health are planning to have a second community information meeting regarding the chemical release. We are coordinating a meeting date and place and hope to have the logistics set this week. At this meeting, the state agencies will provide information on the testing of surface water, fish tissue, soil, well and sediment.

There will also be information presented on the response and clean-up activities related to the tragic crash at Bradley earlier this month.

Councilor Govoni questioned if the Merriman Road area was affected by the spill. Town Manager Souza said that there is no contamination in the Merriman Road area.

8) COMMUNICATIONS FROM COUNCIL MEMBERS

Councilor O'Reilly expressed his gratitude for everyone's hard work.



Councilor Wilkos gave a special thank you to the outgoing councilors for their contributions and sacrifices.

Councilor Black-Burke gave a special thank you to the outgoing councilors as they have been a great source of information and knowledge.

Councilor Govoni gave a special thank you to the outgoing councilors.

Councilor McAuliffe gave a special thank you to the outgoing councilors.

Councilor Tustin gave a special thank you to the outgoing councilors.
Deputy Mayor Terranova thanked the citizens, councilors, and the town manager.

Councilor Jepsen gave a special thank you to the outgoing councilors.

Mayor Trinks gave a special thank you to the outgoing councilors.

9) REPORTS OF STANDING COMMITTEES

Personnel Committee - Councilor O'Reilly thanked Councilors Black-Burke and Tustin for their service on the Personnel Committee.

Health & Safety Committee - Councilor Black-Burke had no reports at this time.

Special Projects Committee - Councilor McAuliffe had no reports at this time.

Town Improvements Committee - Councilor McAuliffe had no reports at this time.

Finance Committee – Deputy Mayor Terranova had no reports at this time.

10) ORDINANCES - None

11) UNFINISHED BUSINESS - None

12) NEW BUSINESS

- a) Approve an appropriation from the Capital Projects Fund, Assigned Fund Balance for the design of the Sage park Middle School HVAC system project

MOVED by Deputy Mayor Terranova, seconded by Councilor Jepsen that \$140,000 be appropriated from the Capital Projects Fund, Assigned Fund balance for the design of the Sage Park Middle School HVAC system project; and the project is assigned to the Public Building Commission for oversight.

Mr. Bob Jarvis, Director of Public Works/Town Engineer and Whit Przech, Building Facilities Manager gave the following overview of the request:

The original boilers, pumps, and pneumatic controls at Sage Park Middle School still provide heat to the majority of the building. The boilers were converted from heating oil to natural gas in 2014. The existing HVAC equipment and controls are approaching the end of their expected life cycle.

The design services will cover the proposed installation of air-conditioning for all second floor classrooms, replacement of all existing roof top units and energy recovery units. The design will also include a new electrical service to support new equipment. The gymnasiums are proposed to have their air handling units replaced with energy efficient units with air-conditioning. Design will also include new direct digital controls (DDC). The scope of work also includes an evaluation of existing HVAC systems. The designer will provide options for alternative systems that will be easier to service and have higher energy efficiencies, thereby reducing the school's annual operating costs.

Councilor Wilkos inquired if they are expecting to find hazardous material. Mr. Przech stated that hazardous material is expected to be found such as asbestos, especially in the elbows and fittings.

Motion Passed 9-0-0

- b) Approve amendments to Director of Health Services position description and
- c) Approve amendments to Sanitarian position description

Item 12 (b) & (c)

MOVED by Councilor Jepsen, seconded by Deputy Mayor Terranova, that the position description for Director of Health Services be amended and approved as presented and that the position description for Sanitarian be amended and approved as presented.

Ms. Amelia Bliss, Human Resources Director and Dr. Michael Pepe, Director of Health Services gave an overview of the request as follows:

Director of Health Services

The main duties of the Director of Health Services include planning, developing, coordinating, and supervising activities of the Health Department including health statistics, maternal and child health, community nursing services, health education, nutrition services, environmental health, communicable/chronic disease control, and emergency public health preparedness, as well as evaluating department needs and formulating short and long range plans.

The proposed changes are intended to more accurately reflect the duties of the position and are primarily edits for clarification purposes.

Sanitarian

The main duties of the Sanitarian include advanced technical environmental health work related to the detection, abatement and prevention of pollution and disease and the preservation and promotion of public health.

The proposed changes are intended to more accurately reflect the duties of the position. The most significant changes proposed to the job description are:

- Adding the responsibility of reviews and approving plans for food establishments, septic systems and general site work pertaining to environmental health issues
- Adding the responsibility of participating in emergency preparedness drills, activities, and when necessary, responding to emergency situations within the Town of Windsor
- Adding the responsibility of serving as an acting Director of Health Services when coverage is needed to ensure the delivery of appropriate, timely and quality service
- Adding the responsibility of developing and implementing public health education outreach programs for the community
- Clarifying the "Special Requirements" to be specific to the Connecticut Department of Public Health
- Adding camera, hand tools and medical equipment to "Tools and Equipment Used"
- Adding language to clarify the responsibility of responding to after-hours emergencies as needed.

Councilor Jepsen asked about the position of the "Acting Health Director" and how long that person covering can do it. Dr. Pepe said that when it comes to an acting health director, the department is allowed to have one on a temporary basis when the Health Director is not available. Per state regulations, the Commissioner of Health needs to approve that person first and then they are eligible to be the acting Health Director whenever that is needed.

Councilor Jepsen asked if this is something new. Town Manager Souza said that we have in the past brought in someone from the outside to be the Acting Health Director during the absence of the Health Director. However, after some discussion with staff, it was decided to add this function into the Sanitarian's job description as they can be deemed the Acting Health Director per state regulations. If the Health Director is out for an extended period of time (several weeks), we would then review the qualifications of the sanitarian and also look at possibly bringing in someone to fill in while he is out. We would evaluate which of the two would be the better fit.

Motion Passed 9-0-0

d) Town Manager Annual Performance Evaluation

MOVED by Councilor Jepsen, seconded by Councilor Terranova, that this item be moved to appear after Item 16 (a).

Motion Passed 9-0-0

13) RESIGNATIONS AND APPOINTMENTS - None

14) MINUTES OF PRECEDING MEETINGS

- a) Minutes of the October 7, 2019 Public Hearing (Code of Ethics/45 Central St)

MOVED by Councilor Jepsen, seconded by Deputy Mayor Terranova to approve the unapproved minutes of the October 7, 2019 Public Hearing meeting.

Motion Passed 9-0-0

- b) Minutes of the October 7, 2019 Regular Town Council meeting

MOVED by Councilor Jepsen, seconded by Deputy Mayor Terranova to approve the unapproved minutes of the Regular October 7, 2019 Regular Town Council meeting.

Motion Passed 9-0-0

15) PUBLIC COMMUNICATIONS AND PETITIONS

George Slate of 74 Ethan Drive commented on the Hartford Foundation for Public Giving regarding the 29 communities it serves and their donations. Mr. Slate requested that when the 2021 budget is being created, that the Councilors consider putting money aside to donate to this organization.

MOVED by Councilor Jepsen, seconded by Deputy Mayor Terranova to enter into Executive Session at 9:18 p.m. to discuss:

- a) Discussion concerning the appointment, employment, performance, evaluation, health or dismissal of a public officer or employee (Town Manager's evaluation)

Motion Passed 9-0-0

16) EXECUTIVE SESSION

Present: Mayor Donald Trinks, Deputy Mayor Jody Terranova, Councilor Nuchette Black-Burke, Councilor James Govoni, Councilor Donald Jepsen, Councilor Joseph McAuliffe, Councilor Richard O'Reilly, Councilor Michael Tustin and Councilor Kenneth Wilkos.

Staff: Peter Souza, Town Manager

Town Manager Souza exited Executive Session at 8:45 p.m.

MOVED by Councilor Jepsen, seconded by Deputy Mayor Terranova to exit Executive Session and return to the Regular Town Council meeting at 9:12 p.m.



Motion Passed 9-0-0

MOVED by Councilor O'Reilly, seconded by Councilor Tustin to approve to adjust the Town Manger's annual salary compensation by 3%.

Motion Passed 9-0-0

17) ADJOURNMENT

MOVED by Deputy Mayor Terranova, seconded by Councilor O'Reilly to adjourn the meeting at 9:14 p.m.

Motion Passed 9-0-0

Respectfully Submitted,

Brianna Matava
Recording Secretary