

AGREEMENT

BETWEEN

THE MANCHESTER BOARD OF EDUCATION

AND

THE MANCHESTER FEDERATION OF PARAEDUCATORS

LOCAL #3175, AFT CT, AFL-CIO

COVERING THE PERIOD

JULY 1, 2018

TO

JUNE 30, 2022

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AGREEMENT

Between

The MANCHESTER BOARD OF EDUCATION

And

The MANCHESTER FEDERATION OF PARAEDUCATORS

THIS AGREEMENT IS MADE AND ENTERED INTO ON THE 8th day of Aug, 2018 by and between the Manchester Board of Education of the Town of Manchester (hereinafter referred to as the "Board") and the Manchester FEDERATION OF PARAEDUCATORS, Local #3175, AFT CT, AFL-CIO (hereinafter referred to as the "MFP").

WHEREAS, Connecticut Public Law recognizes the procedure of collective bargaining as a peaceful, fair, and orderly way of conducting relations between municipal employees and their employer; and WHEREAS, the paraeducators employed by the Manchester School System selected as their sole representative the MFP, resulting in the MFP becoming exclusive bargaining representative for all paraeducators in the unit; and WHEREAS, the Board and its designated representative have met with representatives of the MFP and have fully considered and discussed amongst themselves, wage schedules, working conditions, personnel policies, and other conditions relative to employment, it is agreed as follows:

As used in this Agreement, the term "the Board" shall mean the Manchester Board of Education or its designee(s).

As used in this Agreement, the term "Superintendent" shall mean the Superintendent of Schools or the Superintendent's designee(s).

ARTICLE I
RECOGNITION

The Board recognizes the MFP as the exclusive bargaining representative of all persons employed as paraeducators including part-time employees as defined in CGS 7-467 working on a regular schedule in the school system and all summer hour paraeducator positions for the purpose of negotiating with respect to wage schedules, fringe benefits and conditions relative to employment, and impact of job description changes. In keeping with the requirements of the Every Student Succeeds Act (ESSA), all contracted paraeducators must have two years of college credit (60 credits) or hold an associate's degree (or higher degree) or pass the Connecticut Para Pro Assessment.

Not included in the above group are noontime aides, bus aides, and time-reporting paraeducators less than two (2) hours per day. All paraeducator positions ten (10) hours or over per week will be contracted positions and in the bargaining group. The only exceptions will be for part-time one-on-one special education paraeducator positions which may be posted and filled for a specific number of hours if such hours are required by PPTs and coordination of jobs are not available (e.g. 10 hours per week in the morning for one student and 10 hours per week in the afternoon for another student).

ARTICLE II **BOARD'S RIGHTS**

All rights, powers, authority and functions of the Board formerly exercised or exercisable by the Board shall remain vested exclusively in the Board except insofar as specifically surrendered or abridged by the express written provisions of this Agreement. It is recognized that such rights, powers, authority and functions include, but are not limited to: the full and exclusive control, management, and operation of the departmental operations; the determination of the scope of the Department's activities, method of delivering services, including the right to determine processes, products, equipment and tools to be utilized; the establishment of job classifications and job descriptions; determination of reasonable standards of work; the establishment and enforcement of such reasonable rules and regulations as it may from time to time deem necessary; the determination of the number of hours to be worked; the direction of the work force, including but not limited to, the right to hire, assign, layoff, recall, promote, transfer and discipline for just cause any of its employees; and the right to maintain order and efficiency.

ARTICLE III **FAIR PRACTICES**

Manchester Public Schools is committed to a policy of equal opportunity/affirmative action for all qualified persons. Manchester Public Schools does not discriminate in any employment practice, education program, or educational activity on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, sexual orientation, disability (including, but not limited to, past or present history of mental disability, physical disability or learning disability), genetic information, or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws. Manchester Public Schools does not unlawfully discriminate in employment and licensing against qualified persons with a prior criminal conviction. The provisions of this paragraph are included for informational purposes only, and shall not be subject to the grievance procedure.

ARTICLE IV
WORKING CONDITIONS

- A. A paraeducator is a non-certified person employed by the Manchester Board of Education whose assignment consists of, and is limited to, assisting a professional staff member. A major contribution of the paraeducator is to free the professional staff member from routine and non-professional activities, so that there may be opportunity to provide better instruction and better learning situations for the children in the class or to allow the professional staff member to make contributions to other aspects of the education program. It is understood that the paraeducator works under the supervision of the professional staff member and may be responsible for the reinforcement of teaching activities; however, he/she is not to be responsible for initiating lesson plans or for the initial teaching procedures. *Paraeducators are not to be responsible for the supervision of a classroom except with the prior approval of the principal and immediate supervisor. Prior arrangements must also be made with the paraeducator involved. Paraeducators may not be used for supervision of a classroom to substitute for a teacher on a regular basis or prolonged period of time. Explanation Meaning - for a 1, 2, or 3 day or greater period with a paraeducator. Paraeducators shall be paid \$12.50 per hour in addition to her/his regular hourly rate when she/he is assigned to cover for a teacher who is not present in the classroom for more than thirty (30) minutes.

*Permissible for PPT conferences.

- B. Paraeducator positions relating to individual children (One on One Positions):

Employees in these positions are expected to fulfill their responsibilities under the individualized education plan(s) ("IEP/s") for the student to whom they are assigned, as well as to perform other paraeducator related tasks within the classroom. The nature of the paraeducator's assignment shall be determined by the relevant Planning and Placement Team(s). If the student to whom a one on one paraeducator is assigned is absent on any given day, the building administrator or designee shall determine the responsibilities for the one on one paraeducator for any such day.

- C. 1. Work Year: The work year for paraeducators shall be the student school year (currently 183 days) plus two in-service days. By August 1 of each school year, the Board must inform the MFP of each scheduled paraeducator in-service day for the school year. If the student school year is increased, the work year for paraeducators shall be increased accordingly, and the wages for paraprofessionals shall be increased proportionately. If the student school year is decreased, the work year for paraeducators shall be decreased accordingly, and the wages for paraeducators shall be decreased proportionately. Two (2) days of mandatory professional development are generally scheduled in August. These days will be made up during the school year, if school is closed for unforeseen circumstances,

2. The following Holidays shall be non-work days, provided that school is not in session on such days:

Labor Day	Martin Luther King Day
Columbus Day	Veteran's Day
Thanksgiving Day	President's Day
All school vacations	Memorial Day
Good Friday	

The following shall be paid holidays for all paraeducators:

Christmas Day and New Year's Day

Effective July 1, 2018, Labor Day shall be a paid holiday for all paraeducators.
Effective July 1, 2019, Good Friday shall be a paid holiday for all paraeducators.
Effective July 1, 2020, Thanksgiving Day shall be a paid holiday for all paraeducators.

In the event that school is in session on any of the days set forth above, paraeducators shall be provided a compensating day as defined as a paid non-workday, arranged through mutual agreement with the immediate supervisor/principal and subject to the provisions of Section 1 regarding the total number of days in the work year for paraeducators.

D. Work Hours:

1. Paraeducators regularly scheduled to work seven (7) consecutive hours per day will be given a duty-free lunch period of thirty (30) minutes. Paraeducators are not allowed to leave the school grounds during their paid work day unless they are on school business.

The school administrator will be responsible for the assigned work day hours based on the needs of the building and/or the student.

2. Paraeducators will be allowed to leave fifteen minutes after student dismissal, without loss of pay on the following days: the day before Thanksgiving, the day before December break and the last day of school, as long as these days continue to be early dismissal days for students.
3. Paraeducators will attend meetings, workshops, and other functions of their respective programs as required by the principal and/or supervisor during the established workday. If these meetings, workshops, etc. are scheduled beyond

the established workday, all bargaining unit members shall be compensated for their required attendance. It is understood between the parties that the administration will excuse paraeducators from attendance when the meeting agenda is not relevant to their responsibilities. Any question of agenda relevance will be decided by the Superintendent/designee.

4. Every paraeducator will be given one duty-free break period of ten (10) minutes per day.
5. Bargaining unit members who are classified as 1:1 and/or classroom paraeducators will be allowed to attend field trips with pay with their student(s) if deemed necessary by the administrator and in collaboration with the Special Education Department.

6. Delayed School Openings

When the Superintendent delays the opening of schools, paraeducators who report at the new starting time will not lose pay for the period of time the schools were not operating. Paraeducators who report later than the new starting time will be considered late to work and will be subject to pay reduction.

Paraeducators should not report to work earlier than their new start time on these days. For example: If the original start time is 8:00 a.m. and there is a ninety-minute delay, the new start time would be 9:30 a.m. Paraeducators must not punch in more than five (5) minutes before their start time.

7. Early School Closings

Employees covered under this contract shall be paid for all early school closings if they occur within the time that the employee normally works. This provision shall apply only to unscheduled early dismissals due to weather or similar circumstances.

- E. Notification of Employment: The Board shall give written notice from Human Resources no later than June 1 to any paraeducator if there is a possibility of discontinuance of his/her position. The Board shall give written notice from Human Resources no later than June 15 or the last day of school of actual discontinuation.
- F. Employee Protection: The Board shall protect and save harmless any paraeducator from financial loss and expense, including reasonable 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 of any person or damage to or destruction of property within or without the school building, provided such

paraeducator at the time of the occurrence resulting in injury, damage or destruction was acting in the discharge of duties within the scope of his/her employment or under the direction of the Board. The Board shall protect and save harmless all paraeducators in accordance with Section 10-235 of the Connecticut General Statutes.

- G. Resignations: The paraeducator wishing to terminate employment with the Board of Education shall file a written notice of resignation with the Central Office Human Resources Department at least ten (10) working days prior to the last day of work (except in cases of emergency).
- H. Travel Expense: Paraeducators who are required to travel between schools as a regular part of their assignment shall be reimbursed at the rate approved by the Internal Revenue Service for that calendar year.
- I. The parties recognize the right of the MFP to refer safety concerns to the Town/Board Safety Committee. These referrals should be writing with a copy delivered to the Superintendent of Schools.
- J. Prior to the assignment of a paraeducator to a special education position, the principal or designee shall meet with the paraeducator to review the needs of the student(s), subject to all applicable laws, and to outline and schedule any additional training the paraeducator needs in order to be successful in the assignment. Such training shall be provided by the Board of Education.
- K. All disciplinary action will be for just cause and subject to the grievance procedure. Notice of intent to dismiss shall be in the form of a written statement from the Superintendent/designee.

All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being taken.

- L. Disciplinary actions shall normally include and follow this order:
 - (1) A verbal warning
 - (2) A written warning
 - (3) Suspension without pay (for periods not to exceed ten (10) days).
 - (4) Discharge

The Administration reserves the right to deviate from the above procedure in extreme cases.

The Administration shall, at the time disciplinary action is taken (except verbal warning), furnish the employee and the President of the Union a written statement of

reasons for such action and the period of time for which any suspension is to be in effect.

- M. Newly hired bargaining unit members within each category shall serve a probationary period of sixty work (60) days. During this sixty work (60) day period, bargaining unit members' work will be evaluated to determine if it is satisfactory. If it is not deemed satisfactory, the bargaining unit member may be reassigned or terminated by the Superintendent/designee, at the complete discretion of the Superintendent/designee. During this probationary period the employee shall have no seniority rights, but shall be subject to all other provisions of this Agreement. The one exception will be that the probationary employee will have no rights to the grievance procedure with respect to termination of employment and any disciplinary action.

ARTICLE V LEAVES OF ABSENCE

Paraeducators regularly scheduled to work for fewer than thirty (30) hours per week shall be eligible for all contractual leave benefits (i.e. sick leave, personal days, bereavement days) on a pro-rated basis, based on the number of hours they are regularly scheduled for work.

A. Sick Leave:

1. Every full time paraeducator shall be entitled to fifteen (15) days of sick leave with full pay each year, to be accrued at the rate of 1.5 days per month. Sick days will be prorated for paraeducators who work less than full time. The accumulation of unused sick leave shall be limited to 185 days for paraeducators.
2. Personal time and sick time shall be taken in hourly increments. A fraction of an hour shall be counted as one hour. Time spent at medical or dental appointments which cannot be made at other than school time shall be charged against sick leave in hourly increments.
3. Upon retirement, Paraeducators:
 - Effective if hired prior to July 1, 1999:
 - The employee shall be paid for one-half of all accumulated unused sick days up to a limit of 150 days (1050 hours) of such accumulation, or, if the employee has rendered fifteen (15) or more years of service in Manchester (Public Schools), the employee shall be paid for all unused sick leave accumulated up to a maximum of seventy-five (75) days (525 hours).

- Effective if hired on July 1, 1999 through June 30, 2006:
 - The employee shall be paid for one-half of all accumulated unused sick days, up to a limit of one hundred and twenty (120) days (840 hours), capped at a maximum of sixty (60) days (420 hours).
- Effective if hired on or after July 1, 2006:
 - The employee shall be paid for one-half of all accumulated unused sick days, up to a limit of ninety (90) days (630 hours), capped at a maximum of forty-five (45) days (315 hours).
- Effective November 6, 2014 new hires will no longer receive a sick leave payout at retirement.

Payment for unused sick leave shall be at the employee's hourly pay rate as of the date of retirement, based on the average number of hours in the employee's regular daily work schedule at the time of retirement.

For each eligible employee who has reached the age of fifty-five (55) during the calendar year of retirement, the Board shall contribute the applicable compensation amount under the provisions of this section into a 401(a) plan established by the Board. Such contributions into the 401(a) plan shall be mandatory for each such eligible retiring employee. The Board shall make such contributions within sixty (60) days after the effective date of retirement. For any eligible retiree who has not reached the age of fifty-five (55) as of the date of retirement, the Board shall pay directly to the employee the dollar amount applicable to such employee for the payment for unused sick leave, with such amount to be determined in accordance with the provisions of this contract section. Such payments shall be made within the same time period applicable to 401(a) contributions under the provisions of this section.

4. The Board may limit the total number of dollars to be deferred, but shall budget funds at least equal to the current request for deferred payment. Deferred payment requests will be honored based on length of service in Manchester.
5. Whenever a paraeducator is absent from work as a result of a work-related injury or occupational disease and becomes eligible for Workers' Compensation, he/she shall be paid his/her full wages for the period of such absence up to a maximum of six (6) months from the inception of the absence; in any case the position shall be held and the absence shall not be charged to sick leave. Any amount of wages payable pursuant to this section shall be reduced by the amount of any Workers' Compensation award for the period for which such wages are paid. After six (6) months of absence the employee may use sick time if he/she wishes to make up any difference in loss of pay over and above the Workers'

Compensation payment. The employer shall make its best effort to hold the employee's position for up to one year.

6. Leaves of absence due to medical reasons shall be treated as Family Medical Leave (F.M.L.A.) in accordance with applicable state and federal law. Whenever possible, the parties recognize that it is appropriate for the paraeducator on medical leave (five (5) days or longer), to notify the Human Resources office well in advance of the member's medical leave, so that the Board can plan appropriate coverage.
7. Sick Leave Bank
 - a) A member of the MFP shall be permitted to contribute two (2) sick days from his/her sick leave accumulated reserve each school year to a "Sick Leave Bank". Members may not contribute more or less than two (2) days. This Bank shall be established to aid members who suffer prolonged illness of a serious nature and whose sick leave accumulation has been exhausted. The Bank shall be built up to a maximum of three hundred (300) days. No more days shall be added until the Bank is depleted to approximately two hundred (200) days. A member must contribute for at least a year before being permitted to apply for benefits.
 - b) A contributing member with less than two years in the Manchester School System may be permitted, on written application to the Superintendent or his/her designee, to draw up to thirty (30) days against the Bank after his/her own accumulated sick leave has been exhausted.
 - c) A contributing member with two years or more in the Manchester School System may be permitted, on written application to the Superintendent or his/her designee, to draw up to sixty (60) days against the Bank after his/her accumulated sick leave has been exhausted.
 - d) The following conditions shall also apply:
 - i) Contributions to the Bank must be submitted to MFP by October 1st and received by the Board by October 15th.
 - ii) The Union shall make all notification to the members with regard to membership and contributions to the Bank.
 - iii) The Union shall keep all records of contributions and send them to the Human Resources Department. Such records shall be forwarded by October 15th.

- iv) A person withdrawing membership or ceasing contributions to the Bank will not be able to withdraw contributed days.
 - v) Persons withdrawing sick leave days from the Bank will have to replace two (2) days in order to be eligible for future Sick Bank withdrawals.
 - vi) Sick leave shall mean the leave an employee has for the year plus his/her accumulated sick leave.
 - vii) Persons withdrawing sick leave days must submit a doctor's note stating that the employee is unable to work due to a serious health condition as defined by the Family Medical Leave Act.
 - viii) The Union must formally state its position on each application.
- B. Jury Duty: Paraeducators who are required to serve on jury duty will receive full wages during the period of such service, subject to their prompt remittance to the Board of an amount equal to the compensation paid to them for such jury duty.
- C. Personal Leave: Each bargaining unit member shall be allowed, subject to the approval of the Superintendent/designee, three (3) days with pay for personal leave with advance notice of 48 hours except in case of emergency. Such requests will be made on forms as provided by the Personnel Department. Such requests shall not unreasonably be denied. A personal day may not be taken before or after a scheduled holiday, break period, or other day in which school is not in session unless it is a case of emergency or there has been advanced approval by the Superintendent/designee.
- D. Leave for Critical Illness and Bereavement: In the event of critical illness or death occurring in the family (i.e., spouse, child, parent, sibling, or parent of spouse) of any employee, no deduction in wages will be made for absence up to, but not exceeding, five (5) working days per year. In the event of death occurring to one to whom an employee owes special respect and whose funeral attendance is expected, time will be allowed for the employee to attend the funeral services, permission to be granted subject to the approval of the Superintendent/designee.
- E. Each employee may be allowed up to three (3) days without loss of pay for performance of religious obligations.
- F. Professional Leave: Each employee may be permitted attendance at recognized educational meetings. The arrangements for such meetings must be made in advance, and the completed plans approved by the Superintendent.

ARTICLE VI
SENIORITY

- A. Job Vacancies: Announcement of vacancies in existing bargaining unit positions or openings in newly created jobs shall be made when they occur. The qualifications of the position shall be posted in the announcement for a period of five (5) business days. Outside notification for vacant part-time or full-time positions may occur concurrently with the posting to bargaining unit members. However, first consideration shall be given to qualified internal applicants.

Notification of vacancies shall be provided as follows:

1. Each member shall have access to a mailbox and school district email accounts.
2. All vacancies and new positions are sent electronically to all members via the job bulletin and posted in the staff lounge of each school. The application is sent with the bulletin. All members must complete an application for each job in which they are applying. Positions that remain unfilled after the closing date shall be reposted internally and externally with the original job number until the position is filled.
3. The president of Local #3175 shall receive a list by October 1 of each school year of all positions covered under this collective bargaining agreement. In addition, the president (s) shall be notified immediately of all vacancies, newly created positions accompanied by job posting and qualification requirements), and changes as they occur; such notification requirement to include time-reporting positions. Employees are responsible for sending copies of the application to Human Resources, Principal/Supervisor and Union President.
4. When a member is offered a position, the member shall not be permitted to apply for another position until the end of the current school year.
5. Employees who are displaced due to elimination of a position or layoff and who are appointed to an open position will be permitted to apply for and accept only one other position for the remainder of that school year. If an employee applies for such a position but refuses an offer of appointment to that position, the employee shall not be permitted to apply for any other positions for the remainder of that school year.

- B. Eliminations/Layoffs/Recall:

The Board shall meet and confer with the officers of the MFP regarding any position elimination seven (7) days prior to any notices being sent to the affected employees.

1. If an employee's position is eliminated at any point during the calendar year (not including summer school/camp positions), the employee will have thirty (30) calendar days to secure an open position through the application process. If at the end of the thirty (30) day calendar period, the employee has not secured a position through the application process, the employee will be reassigned to an open position in their job title within class or lower by the Administrator and/or Special Education Supervisor in collaboration with the MFP. External candidates will be not considered until all eliminated employees secure a position in the district. If there are no open positions at the end of the thirty (30) calendar day period, an employee must inform Human Resources and the MFP in writing of their intent to exercise their bumping rights. The employee must show that they have applied for open positions before they are allowed to exercise their bumping rights. Bumping will begin with the least senior employee in their job title within class. Then if necessary, the least senior employee in a lower classification would be affected. An employee must be qualified in order to bump into a position. In no case shall an employee be permitted to bump into a position in a higher classification.
2. Any employee currently in a benefit earning position may bump the least senior employee in a benefit earning position, which is in the same pay grade or lower job classification, for which he/she is qualified. Part-time employees shall have similar bumping rights over other part-time employees as described in this article.
3. When the bumping process is completed and layoffs become necessary, employees with the least seniority based on date of hire in the bargaining unit within the affected job title within class or lower shall be laid off.
4. The recall list shall be established and maintained by the Board. Employees shall have recall rights for one year. Should any laid off employee be recalled to a position in the same job title within class, and decline that position, such employee will be removed from the recall list and lose any further recall rights.
5. Laid off employees shall be rehired in order of their seniority, to open positions in the classification from which they were laid off, or open positions in a lower classification, provided that they are qualified for such positions. No outside applicant shall be hired for an open position while there is a qualified employee with recall rights to the position.
6. Should an employee be assigned two (2) .5 positions, and one of the positions is affected by conditions as described in this section, they shall have the same rights described herein, in order to secure a full time benefit earning position.

7. Human Resources shall inform the employee with an eliminated position that they must first consult the vacancy list and apply for any open positions for which they are qualified for prior to initiating any bumping procedures.
- C. Definition: All employees in the bargaining unit shall have seniority in accordance with their most recent date of hire.
- D. Paraeducators presently working on a part-time basis (less than 17 1/2 hours per week) shall be given preference for full time vacancies for which they are qualified.
- E. Before additional part-time paraeducators are hired within a building, the part-time assignments shall be offered to those paraeducators within the same building who are not 1.0 FTE and are qualified, provided that the positions are compatible in a time sense. The purpose of such offering is to complete a full time workweek.
- F. Employees are responsible for sending copies of the “Electronic Application for Internal Position” to Human Resources, Principal/Supervisor and Union President.
- G. Leaves Without Pay:
 1. Leaves of absence without pay may be granted for the following reasons:
 - a. for the purpose of further study
 - b. for health reasons, upon advice of physician
 - c. childrearing
 - d. for other valid reasons subject to the review and recommendation of the Central Office.
 2. Application for such leaves of absence must be made in writing to the Superintendent/designee. Any request for a leave of absence submitted after May 1 may not be approved by the Board of Education.
 3. It is expected that, as far as possible, leaves will be so arranged to begin at the close of a school term.
- H. Involuntary Transfers
 1. An involuntary transfer, beyond the initial annual placement, is defined as a change in assignment and/or a change to another building initiated by Administration. When possible, seniority shall be considered as a factor in making involuntary transfer decisions.

2. Involuntary transfers shall be to a comparable position, if possible.
3. Involuntary transfers shall not be effected or announced without a prior personal conference between the member involved and the Superintendent of Schools or a designee, at which time the member shall be notified of the reasons for the transfer. The member shall have the right of Association representation at any meeting regarding the involuntary transfer.
4. Involuntary transfers that are deemed to be arbitrary or capricious shall be subject to the grievance procedure.
5. Members shall normally be notified of an involuntary transfer by June 15, and in no event later than the last day of school, except in an emergency. Emergency is defined as an unforeseen circumstance that requires immediate action, including unanticipated enrollment fluctuations.

ARTICLE VII
PERSONNEL FILES

Official personnel files shall be maintained in accordance with the following procedures:

- A. Administrators will be encouraged to place in the file information of a positive nature indicating special competencies, achievements, performances, or contributions of a civic nature. All material received from and signed by responsible sources concerning a paraeducator's conduct, service, or character may be placed in the file. No anonymous letters or materials shall be placed in a paraeducator's personnel folder. The paraeducator shall be notified in advance of the placement of any critical material in his/her file and after examining the same shall, for the purpose of identification only, affix his/her signature thereto, reserving the right to respond by addenda affixed to such critical material.
- B. A paraeducator shall be given the opportunity to review the contents of his/her file and reasonable requests for review shall not be withheld. The Human Resources Department will arrange a mutually convenient appointment with each paraeducator for a review of his/her file.
- C. The paraeducator has the right to reply to any document with a formal letter addressed to the Superintendent of Schools. This letter will be placed in the file.
- D. The paraeducator shall be permitted to copy materials in his/her file.

ARTICLE VIII
GRIEVANCE PROCEDURE

A. Definition:

Class 1 A grievance shall mean a complaint by a paraeducator that there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement.

Class 2 A grievance shall mean a complaint by a grievant that he/she has been treated unfairly or inequitably.

NOTE: As used in this Article, the term "grievant" shall mean (a) an individual paraeducator, (b) a group of paraeducators having the same grievance, or (c) the MFP.

As used in this Article, the term "days" shall mean business days on which the Board's Central Office is open.

B. Procedures:

1. A grievant, accompanied by an MFP representative if grievant desires, shall first discuss the problem with the school official serving as his/her immediate superior (coordinator, supervisor, or principal). If the matter is not resolved to the grievant's satisfaction within fifteen (15) days the grievant shall submit it in writing within fifteen (15) days thereafter to such immediate superior above for a satisfactory adjustment. The written grievance statement shall include a statement of facts, the specific article of the agreement violated (where applicable), and the remedy sought. Such immediate superior may request a meeting with the grievant and an MFP representative prior to making a decision, but in any event must render his/her decision in writing, with copies to the grievant and to the MFP within fifteen (15) days of the submission to his/her immediate supervisor by the grievant.
2. Failing satisfactory settlement within such time the grievant may, within fifteen (15) school days, appeal in writing to the Superintendent or a designated representative, and such writing shall set forth specifically the act or condition on which the grievance was based on the first step above and the grounds upon which the appeal is based.
3. The Superintendent and/or a representative shall meet with the grievant, and an MFP representative, if grievant desires, within fifteen (15) days of the receipt of such appeal, and shall give a decision in writing to the grievant and to the MFP within fifteen (15) days of the receipt of such meeting.

4. If the aggrieved person is not satisfied with the disposition of his/her grievance by the Superintendent/designee, he/she may submit the grievance to the Board of Education. Such submission must be in writing and received by the Board within fifteen (15) days from the date of the decision of the Superintendent/designee. The Board of Education will hear the grievance within fifteen (15) days after receiving the written grievance and will render a written decision within fifteen (15) days.

C. Arbitration:

NOTE: Only Class I grievances may be taken to arbitration.

1. The MFP shall have the right to take to arbitration any Class I grievance not settled satisfactorily at the Board level. In order to proceed to arbitration regarding a grievance, the MFP must notify the Superintendent/designee of the MFP's intention to proceed to arbitration, in writing, no later than fifteen (15) days after the Board's decision regarding the grievance.

The Board shall have the option to select either the Connecticut State Board of Mediation and Arbitration (SBMA) or the American Arbitration Association (AAA) to hear the grievance. If the Board wishes to select the AAA to hear the grievance, it shall so notify the Union, in writing, within ten (10) days of receipt of the Union's written notice of intent to proceed to arbitration. In the event that the Board does not so notify the Union within such time period, the Board shall thereby waive its right to select the AAA to hear the grievance. Not later than ten (10) days after receipt of notice from the Board designating its selection of an arbitration agency, or, in the event no such notice is received, within ten (10) days after the period for providing such notice has expired, the Union shall file for arbitration with the appropriate arbitration agency, with a copy to the Superintendent of Schools or his/her designee.

The parties shall be bound by the rules and procedures of the AAA or SBMA, as applicable. The arbitrator shall be bound by the provisions set forth in this Agreement, and shall have no authority to add to, delete from or modify the provisions of this Agreement.

The parties shall share the filing fee of the applicable arbitration agency equally. In the event that the Board exercises its right to have a grievance processed through the AAA, the Board shall pay the arbitrator's per diem fees.

D. General Provisions

1. No grievance may be filed more than twenty (20) days after the occurrence or knowledge of the occurrence whichever is later.
2. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the grievant to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the grievant of the decision rendered. The time limits specified at any step may be extended in any particular instance by written agreement between the Superintendent/designee and the MFP.
3. Meetings held under this procedure shall be conducted at a time and place, which will afford a fair and reasonable opportunity to attend for all persons proper to be present and to be heard. When such meetings are held during the school hours, all persons who participate shall be excused without loss of pay for that purpose. Persons proper to be present for the purposes of this section are defined as the grievant, his/her MFP representative and witnesses.
4. Grievances arising from the action of an official other than the coordinator, supervisor or principal may be initiated with the Superintendent or a designated representative as set forth in B. 2 above.
5. The MFP shall have the right to initiate a grievance or appeal from the disposition of a grievance of an employee or group of employees at any step of the procedure.
6. The MFP's representatives may be permitted, when otherwise free from duty assignment insofar as they do not interfere with normal classroom procedure or work of others, to investigate matters which relate to the terms and conditions of the Agreement. The MFP will inform the Superintendent/designee of the names of MFP representatives who will handle this responsibility and these representatives will obtain prior permission to leave their workstation from the Superintendent/designee.

ARTICLE IX
MFP RIGHTS

Deduction of Dues and Agency Fees:

All employees shall be required to join the MFP or pay an agency fee through payroll deduction equivalent to an amount specified by the MFP not to exceed an amount equivalent to the organization dues as a condition of continued employment. All employees not members or

who are hired thereafter for work in this bargaining unit shall become or remain members in good standing in the MFP by the thirty-first (31st) day following the execution of this Agreement or date of employment whichever is later, or shall pay an agency fee as set forth above. All monies deducted in accordance with this Article shall be forwarded to the MFP monthly. Thereafter, failure to follow the provisions of this Article shall be cause for immediate dismissal by the Superintendent. Upon payment thereof to the MFP, the Board shall be held free and harmless from any liability in handling such MFP dues and may require a release from the MFP.

The provisions set forth in the preceding paragraph shall apply to employees in the bargaining unit unless the United States Supreme Court rules that such provisions are unconstitutional and/or unenforceable.

Copies of Agreement:

The Board agrees to provide all bargaining unit employees with electronic access to the collective bargaining agreement.

Bulletin Board:

Space will be provided on staff bulletin boards in each school for paraeducator notices and other communications pertaining to MFP matters.

Release Time:

Union officials shall be granted reasonable leave with pay each year to attend meetings, conferences, conventions, or workshops subject to the prior approval of the Director of Human Resources. The Board shall provide the MFP President with one-half day of leave time every other week for the purpose of carrying out his/her responsibilities as MFP President. Prior to the start of each school year, the Administration shall determine the day of the week on which such leave shall normally be provided for that school year, following consultation with the MFP President. The Administration shall have the right to modify the schedule for such leave time for any given week when the Administration determines that such modification is necessary based on the educational needs of the district for any such week. In no event shall the release time provided under this section interfere with the educational interests of the school district.

ARTICLE X
WAGE SCHEDULE

A. The wage schedules are set forth in Appendix A.

- B. All paraeducators shall be responsible for keeping the Human Resources Department informed of their verified college and CEU credits.
- C. Service equivalent to ninety (90) school days or more during any school year shall be credited as a full year for wages purposes.
- D. Longevity:

Longevity service increments shall be paid to employees based on their total service with the Board in accordance with the following schedule:

10 years - \$300
15 years - \$500

Longevity payments will be added to the regular bi-weekly wages and be part of each payroll. Any paraeducator that qualifies for longevity in the course of a school year or qualifies to move up will begin in the following September.

Employees hired on or after July 1, 2006 shall not be eligible for longevity payments.

- E. Paraeducators shall be paid an hourly rate in accordance with the provisions of Appendix A.
- F. All employees will be paid by direct deposit.

ARTICLE XI FRINGE BENEFITS

Paraeducators who are regularly scheduled to work at least thirty (30) hours per week will be eligible for the health and dental insurance benefits set forth in this Article. Notwithstanding the foregoing, paraeducators who were eligible for health and dental insurance based on their regularly scheduled hours as of January 1, 2018 will continue to be eligible for health and dental insurance, unless they voluntarily reduce their hours below seventeen and one-half (17.5) hours per week.

- A. 1. For the 2018-19 contract year, the following insurance plans will be offered to each full-time paraeducator (and his/her spouse and eligible dependents), subject to the provisions set forth in this Article

The HSA Plan shall include the following elements. The HSA Plan shall be the sole plan offered to employees in the bargaining unit, effective July 1, 2019.

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/4,000	
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Co-insurance Maximum (individual/aggregate family)	N/A	\$3,000/\$6,000
Cost Share Maximum (individual/aggregate family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense, subject to post-deductible drug co-payments as set forth below.	

Following exhaustion of the deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40 (retail), and a two times co-payment for mail order.

For each eligible employee, the Board will fund fifty percent (50%) of the applicable deductible amount. For the 2018-19 contract year only, the full amount of the Board's contribution toward the HSA plan deductible will be deposited into the HSA accounts in July, 2018. For each contract year thereafter, one-half of the Board's contribution toward the HSA plan deductible will be deposited into the HSA accounts in September, and the remaining one-half of the Board's contribution will be deposited into the HSA accounts in January. The Board's contribution toward the funding of the deductible shall not be deemed an element of the underlying insurance plan. Rather, the Board's contribution toward the funding of the deductible shall relate solely to the manner in which the deductible shall be funded for actively employed individuals. The Board shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.

Effective with the 2021-22 contract year, the Board will not process employee contributions into employees' Health Savings Accounts on a pre-tax basis, unless the Board and the Association mutually agree otherwise.

Health Reimbursement Account: A Health Reimbursement Account ("HRA") shall be made available for any employee who is precluded from participating in a Health Savings Account ("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 Board shall have no responsibility for any administrative and/or monthly costs associated with the set-up and/or administration of the HRA.

Premium Contributions: Eligible employees shall contribute the following premium contributions for the cost of HSA Plan:

Effective July 1, 2018	Effective July 1, 2019	Effective July 1, 2020	Effective July 1, 2021
14.5%	15.0%	15.5%	16.0%

For the period July 1, 2018 through June 30, 2019, the HSA Plan shall be the core insurance plan. For any employee who remains enrolled in the OAP \$30 plan or OAP \$20 plan during the 2018-19 contract year, the Board will pay the same total dollar amount toward the premium cost for the OAP \$30 plan or OAP \$20 plan as the Board pays toward the premium cost for the HSA Plan for an employee enrolled at the same coverage level (individual, two-person or family). The employee shall pay 100% of the difference between the Board's total dollar premium contribution and the total premium cost for the OAP \$30 plan or OAP \$20 plan, as applicable. Effective July 1, 2019, the OAP \$30 and OAP \$20 plans shall be eliminated, and the HSA plan shall be the sole insurance plan.

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I, or similar statute if amended, the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax, or similar if amended, with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations. During such mid-term negotiations, the parties will reopen the health insurance provisions of Article VI for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

Employees shall be eligible to participate in a Flexible Spending Account for childcare expenses.

2. All employees shall pay for their premium cost shares on a pretax basis through the Section 125 plan established by the Board.

3. Paraeducators regularly scheduled to work at least seventeen and one-half (17.5) hours per week shall be eligible for \$15,000 of life insurance (with the Board paying 100% for this insurance) In addition, paraeducators shall be able to purchase additional life insurance coverage in \$10,000 increments up to a maximum of \$50,000, at the Board's group rate.
4. Full Service Dental Plan - individual and family plan including the rider for unmarried children. Active employees will be offered dental riders A, B, and C at the Board's full group cost to the employee.
5. The Board reserves the right to change health insurance plans to a plan that is the same or similar to the plans currently provided, with same or similar being defined as the benefits arrangements provided by an alternative health insurance benefit carrier being such that the size of the network offered must be 80% of that currently offered with similar geographic patterns. The following will be excluded in determining whether a plan is similar or not: out-of-state reciprocal arrangements for routine care (non-emergencies), except that at least one plan option shall include such out-of-state reciprocal arrangements; claims processing; payment methods and plan documents definitions and language.

If the Union disapproves of any change pursuant to the written statement noted above, it may submit the issue to arbitration within fifteen (15) calendar days of receipt of notice from the Superintendent that the Board intends to implement the new plan. Arbitration in accordance with the rules of the American Arbitration Association shall be the exclusive method for deciding the above issue.

- B. Each paraeducator will receive copies of all applicable insurance policies and contracts.
- C. Bargaining Unit members whose most recent date of hire occurred prior to November 19, 1999 or who had already retired prior to such date, who were eligible under the terms of the Town of Manchester Retirement Plan and receive benefits under that Plan, for Board-provided medical insurance coverage as active employees will be eligible to receive the same prevailing health insurance as active employees and will be required to make the same contribution toward the total cost of those benefits as active employees. The Board shall pay the remainder of the costs. This coverage shall be available only for the retiree and his or her spouse at the time of retirement.
 1. Bargaining Unit members hired on or after November 19, 1999 who were eligible for Board-provided medical insurance as active employees and who subsequently retire, shall be eligible to receive the same prevailing health insurance as active employees and will be required to contribute twenty-five (25) percent of the total cost of those benefits, or the applicable contribution made by

active employees in the position from which the employee retired, whichever is greater. The Board shall pay the remainder of the costs.

Bargaining Unit members hired on or after July 1, 2006 who were eligible for Board-provided medical insurance as active employees and who subsequently retire, shall be eligible to receive the same prevailing health insurance as active employees and will be required to contribute fifty percent (50%) of the total cost of those benefits, or the applicable contribution made by active employees in the position from which the employee retired, whichever is greater. The Board shall pay the remainder of the costs.

Bargaining unit members hired on or after July 1, 2010, who were eligible for Board-provided medical insurance as active employees and who subsequently retire, shall be eligible to receive the same prevailing health insurance as active employees and will be required to contribute seventy-five percent (75%) of the total cost of those benefits, or the applicable contribution made by active employees in the position from which the employee retired, whichever is greater. The Board shall pay the remainder of the costs.

Bargaining unit members hired on or after November 6, 2014 who were eligible for Board-provided medical insurance as active employees and who subsequently retire, shall be eligible to receive the same prevailing health insurance as active employees and will be required to contribute one hundred percent (100%) of the total cost of those benefits, or the applicable contribution made by active employees in the position from which the employee retired, whichever is greater.

Bargaining unit members hired on or after July 1, 2018 shall not be eligible to participate in the Board's health insurance plans upon retirement, except as otherwise required by law.

2. Retirees who are eligible for Medicare Coverage in accordance with this Article must make Medicare their primary insurance on and after attainment of age 65. In addition, these retirees must enroll in the Medicare Supplemental plan offered by the Town of Manchester, as that plan may change from time to time.
3. Retirement, as used herein concerning post-retirement insurance shall mean retirement and receipt of retirement benefits under the Town of Manchester Retirement Plan.
4. Employees shall make their pension contribution with pre-tax dollars, on a wages reduction basis, under section 414 (h) (2) of the Internal Revenue Code. Employees enrolled in the defined benefit plan as of 6/30/2010 shall remain in

that plan. Employees hired on/after 7/1/2010 will only be eligible for the defined contribution plan.

5. Retirees shall also receive \$4000 of life insurance.

ARTICLE XII
SAVINGS CLAUSE

- A. If any provision of this Agreement is, or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with the Federation.
- B. In the event that any provision of this Agreement is, or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XIII
AMENDMENT TO THIS AGREEMENT

- A. This Agreement contains the full and complete agreement between the Board and the MFP on all bargainable issues, except as noted below and neither party shall be required during the term hereof to negotiate or bargain upon any issue, whether it is covered or not covered in this Agreement.
- B. Negotiations with respect to wages for any new or revised positions within the bargaining unit shall be initiated at the written request of either party.
- C. This Agreement may be amended or modified by the mutual agreement of the parties although it is recognized that neither party has any obligation to negotiate such amendment or modification during the life hereof, except as noted in Section B above.

ARTICLE XIV
MISCELLANEOUS

- A. The MFP shall be given the use of a meeting place on school grounds at Board cost.
- B. The Board shall furnish the MFP with a list of all time-reporting positions, the people who fill those positions, and the places where they work.
- C. The MFP President shall have an e-mail address provided to him/her to aid the performance of his/her duties in assisting the Human Resources Department.

ARTICLE XV
DURATION

This Agreement shall be effective on July 1, 2018 and shall continue in force and effect through June 30, 2022. Negotiations for a successor agreement will commence no later than February 1, 2022.

Dated 8/8, 2018 at Manchester, Connecticut.

For MFP Local #3175:

Brigitte Guerrero
Brigitte Guerrero
Co-President, MFP Local #3175

8/8/18
Date

Karen Montminy
Karen Montminy
Co-President, MFP Local #3175

8/8/18
Date

For the Manchester Board of Education

Matthew Geary
Matthew Geary
Superintendent of Schools

8/8/18
Date

APPENDIX A
Paraeducator Wage Schedule

The Job titles and corresponding Wages Grades for Paraeducators shall be as follows:

<u>Job Title</u>	<u>Wages Grade</u>
Computer Lab Paraeducator	Class II
Library Paraeducator	Class II
Head Start Family Advocate, Head Start Paraeducator	Class II
Building/Floating	Class III
Classroom Paraeducator (to include Special Education, Regular Education and 504)	Class III
Special Education 1:1 Paraeducator,	Class III
Speech/Language Paraeducators	Class III

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	
2018/2019						
Class II	\$16.58	\$17.96	\$18.67	\$19.46	\$22.87	
Class III	\$14.43	\$15.71	\$16.42	\$17.15	\$20.23	
2019-2020						
Class II	\$16.91	\$18.32	\$19.04	\$19.85	\$23.33	
Class III	\$14.72	\$16.02	\$16.75	\$17.49	\$20.63	
2020-2021						
Class II	\$17.25	\$18.69	\$19.42	\$20.25	\$23.80	
Class III	\$15.01	\$16.34	\$17.09	\$17.84	\$21.04	
2021-2022						
Class II	<u>\$17.60</u>	<u>\$19.06</u>	<u>\$19.81</u>	<u>\$20.66</u>	<u>\$22.47</u>	<u>\$24.28</u>
Class III	<u>\$15.31</u>	<u>\$16.67</u>	<u>\$17.43</u>	<u>\$18.20</u>	<u>\$19.83</u>	<u>\$21.46</u>

APPENDIX B (Effective July 1, 2018 through June 30, 2019 only):

“In-Network” Summary of Benefits	OAP \$20 Copay Plan (Paraprofessionals)	OAP \$30 Copay Plan (Paraprofessionals)
	Open Access Plus Network	Open Access Plus Network
Preventive Services Coverage	No charge Covered in Full	No charge Covered in Full
Primary Care / Specialist	\$20 co-pay / \$20 co-pay	\$30 co-pay / \$30 co-pay
Inpatient / Outpatient Hospital	\$200 per admission / \$100 per visit	\$400 per admission / \$200 per visit
Emergency / Urgent Care (Co-pay waived if admitted)	\$75 per visit / \$50 per visit	\$75 per visit / \$75 per visit
Diagnostic Test (x-ray, blood work) Imaging (CT/PET Scans, MRIs)	No charge	No charge
Eye Exam	\$20 co-pay (one exam every 2 calendar years)	\$30 co-pay (one exam every 2 Calendar years)
“Out-of-Network” Summary of Benefits		
Annual Deductible – Individual/Family	\$200 / \$500	\$250 / \$750
Medical Coinsurance - After deductible is met	80% / 20%	80% / 20%
Out-of-Pocket Maximum – Individual/Family	\$1,200 / \$2,500	\$1,250 / \$2,750
Eye Exam	\$20 co-pay (one exam every 2 calendar years)	\$30 co-pay (one exam every 2 calendar years)

***For a complete summary plan document, please contact the Benefits Specialist at 860-647-3458.

CREDITS

Forty-five (45) classroom hours equals one semester class of three (3) hours i.e. one college semester hour equals fifteen (15) actual contact hours. Credit shall be given for non-traditional college work at an accredited institution.

3 - 11	(+1)	\$100.00
12 - 23	(+2)	150.00
24 - 35	(+3)	200.00
36 - 41	(+4)	250.00
42 - 59	(+5)	300.00
60 - over	(+6)	350.00

Wages increases for college credits earned during the school year will be prorated.

Paraeducators shall receive one half CEU (Continuing Education Unit) for each one hour or part thereof for each in-service program or workshop either offered by or approved by the Manchester Board of Education. Upon verification of earning 2.5 CEUs, a paraeducator shall advance as follows:

Number of CEUs

2.5	(+1)	\$100.00
5.0	(+2)	\$150.00
7.5	(+3)	\$200.00
10.00	(+4)	\$250.00
12.50	(+5)	\$300.00

If the professional development meets established CEU criteria, CEU's shall be offered and earned for attending the mandatory professional development day(s) every year. These specific CEU's for mandatory PD days shall not count towards credit on the scale above.

The staff development days already committed shall not be included. Step advancement shall be limited to no more than one (1) per year. Credits earned in one year can be used for advancement the following year. CEU dollars are added to the yearly wages and are not cumulative (i.e. someone reaching Step 5 will have added \$300 per year not a cumulative total of dollars earned up to that point). Step advancement can only be given for the beginning of a school year and any CEU's earned during a year apply to the following school year for wages increase purposes.