

AGREEMENT

BETWEEN

THE MANCHESTER BOARD OF EDUCATION

AND

**THE MANCHESTER TUTOR ASSOCIATION
LOCAL #6545, AFT, AFL-CIO**

COVERING THE PERIOD

JULY 1, 2013

TO

JUNE 30, 2017

AGREEMENT

Between

The MANCHESTER BOARD OF EDUCATION

And

The MANCHESTER TUTOR ASSOCIATION

THIS AGREEMENT IS MADE AND ENTERED INTO ON THE 15 day of May, 2015 by and between the Manchester Board of Education of the Town of Manchester (hereinafter referred to as the "Board") and the MANCHESTER TUTOR ASSOCIATION, Local #6545, AFT, AFL-CIO (hereinafter referred to as the "M.T.A.").

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 tutors employed by the Manchester School System selected as their sole representative the M.T.A., resulting in the M.T.A. becoming exclusive bargaining representative for all tutors in the unit; and WHEREAS, the Board and its designated representative have met with representatives of the M.T.A. 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:

ARTICLE I
RECOGNITION

The Board recognizes the M.T.A. as the exclusive bargaining representative of all persons employed as tutors including part-time employees as defined in CGS 7-467 working on a regular schedule in the school system for the purpose of negotiating with respect to wage schedules, fringe benefits and conditions relative to employment, and impact of job description changes.

All contracted tutors must have a bachelor's degree.

Not included in the above group are homebound tutors. All tutor positions will be one-half (½) (under 12.5 hours/week) or full time (12.5 hours or more/week) contracted positions and in the bargaining group.

Effective July 1, 2015, the work year is the student school year plus three (3) professional development days. The work day for tutors shall be as established by the Board.

ARTICLE II
BOARD'S RIGHTS

- A. The M.T.A. recognizes that the Board has the full authority of law to manage, control and direct the operations of the school system, including rights and responsibilities to direct its personnel subject to the provisions of this agreement and state statutes.
- B. This agreement shall be applicable to all Board-sponsored educational programs.

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. Work Hours:
 - 1. The school administrator will be responsible for the assigned work day hours based on the needs of the building and/or the student.
 - 2. Tutors 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 tutors from attendance when the meeting agenda is not relevant to their

responsibilities. Any question of agenda relevance will be decided by the Assistant to the Superintendent for Finance and Management.

All tutors will receive three (3) days of mandatory professional development. Tutors will be notified no later than May 31st of the prior school year for dates of professional development for the following school year.

3. Every tutor will be given one duty-free break period of ten (10) minutes per day.

4. Delayed School Openings:

Effective upon ratification, February 23, 2015, when the Superintendent delays the opening of schools, tutors who report at the new starting time will not lose pay for the period of time the schools were not operating. Tutors who report later than the new starting time will be considered late to work and will be subject to pay reduction.

5. Early School Closings

Effective upon ratification, February 23, 2015, when the Superintendent closes schools early and offices remain open, tutors essentially have two choices:

1. Leave at the time of student dismissal, which will result in a pay reduction or,
2. Remain until the end of their scheduled work day.

If leaving at student dismissal results in a reduction to their regularly scheduled hours/minutes on that day, a pay reduction will result.

Remaining after student dismissal, until the end of their regularly scheduled hours/minutes on that day will not result in any pay reduction.

- B. Employee Protection: The Board shall protect and save harmless any tutor 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 tutor 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.
- C. Resignations: The tutor 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).

- D. Travel Expense: Tutors 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.
- E. The parties recognize the right of the M.T.A. to refer safety concerns to the Town/Board Safety Committee. These referrals should be writing with a copy delivered to the Superintendent of Schools.
- F. 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 Assistant to the Superintendent Finance and Management.

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.

- G. Disciplinary actions shall include and follows this order:
 - (1) A verbal warning
 - (2) A written warning
 - (3) Suspension without pay for a period not to exceed five (5) 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.

- H. 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 by the Superintendent or terminated, at the complete discretion of the Superintendent. 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 the probationary employee will have no rights to the arbitration process in matters of termination.
- I. The work day and work year for tutors shall be established by the Board.

- J. Effective upon ratification, February 23, 2015, at the direction of the building principal or supervisor, tutors working at least twenty-five (25) hours per week shall arrange for individual and/or collaborative preparation time of at least one hundred fifteen (115) minutes per week under normal circumstances and this shall be in effect unless staff cuts in special areas must be made due to budget constraints. In no event shall there be less than ninety (90) minutes per week of individual and/or collaborative preparation time. All tutors who work less than 25 hours per week shall receive preparation time on a pro-rated basis.

ARTICLE V
LEAVES OF ABSENCE

A. Sick Leave:

1. Effective July 1, 2015, Tutors who work twenty-five (25) hours per week shall be entitled to ten (10) days of sick leave with full pay each year. Tutors who work less than twenty-five (25) hours per week shall be entitled to prorated sick leave with full pay each year. Tutors may accumulate sick leave (for use purposes only, with no payment for unused sick leave), up to a maximum of 185 days. There is no sick payout.
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. Leaves of absence due to pregnancy shall be treated as sick leave in accordance with applicable state and federal law. Whenever possible, the parties recognize that it is appropriate for the tutor who is pregnant to notify the Assistant to the Superintendent Finance and Management well in advance of her delivery date, so that the Board can plan appropriate coverage.
4. Sick Leave Bank
 - a) A member of the M.T.A. shall be permitted to contribute one (1) sick day from his/her sick leave accumulated reserve each school year to a "Sick Leave Bank". Members may not contribute more or less than one (1) 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 300 days. No more days shall be added until the Bank is depleted to approximately 150 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 M.T.A. 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) Tutors withdrawing sick leave days from the Bank will have to replace one (1) day 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: Tutors 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 Assistant to the Superintendent for Finance and Management, 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 Human Resources 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 Assistant to the Superintendent for Finance and Management.
- D. Funeral Leave: 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 Assistant to the Superintendent Finance and Management.

- 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. All vacancies shall be filled with bargaining unit members on the basis of qualifications and seniority. Ten days after notification, as outlined below, if no person bids on the vacancy or there are no qualified bargaining unit applicants, then the Board may pursue outside applicants. Outside notification and interviews for positions may occur concurrently with the posting to bargaining unit members. Notification shall be provided as follows:
 1. Each member shall have access to a mailbox and an email account.
 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 bid application is sent with the bulletin. All members must complete a bid application for each job in which they are applying. Members that have been displaced due to elimination or layoffs will have first bidding rights on all posted positions.
 3. The union president 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 bid application to Human Resources, Principal/Supervisor and Union President.
 4. When a member is awarded or hired for a position, the member will have their bidding rights frozen for one full school year. Members, who are displaced due to elimination or layoff, and placed into an open position, will have one bid within one school year.

B. Eliminations/Layoffs/Recall:

Laid off employees shall be rehired in order of their seniority. The Board shall meet and confer with the officers of the M.T.A. regarding any position elimination seven (7) days prior to any notices being sent to the affected employees. An employee shall be recalled to a vacancy or new position to which no incumbent employee has applied or is qualified. No outside applicant shall be hired while an employee is on the recall list.

1. If an employees' 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 a position through the bidding process. If at the end of the thirty (30) day calendar period, the employee has not secured a position through the bidding 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 M.T.A. 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 M.T.A. in writing of their intent to exercise their bumping rights. The employee must show that they have attempted to bid on 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.

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. An employee shall be recalled to a vacancy or new position to which no incumbent employee has applied or is qualified. No outside applicant shall be hired while an employee is on the recall list.

6. Any employee, whose position is eliminated for budgetary reasons at the end of the school year and whose position is subsequently reinstated before November 15th in the following school year, shall be offered his/her former position without it being posted. The affected employee must notify the Human Resources Department of acceptance of the position within two (2) school days from notification.

7. 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.

8. Human Resources shall inform the employee with an eliminated position that they must first consult the vacancy list and submit bids on any open positions for which they are qualified for prior to initiating any bumping procedures.

9. Effective July 1, 2015, Tutors shall be subject to layoff in reverse order of seniority within the following categories: **Class I ELL tutors and Class II Instructional tutors.** Tutors who have been laid off shall be placed on a recall list and subject to recall in order of seniority within the following categories: **Class I ELL tutors and Class II Instructional tutors.**

C. Definition: All employees in the bargaining unit shall have seniority in accordance with their most recent date of hire. Federal regulations concerning layoff, hiring, and seniority shall be fully complied with.

D. 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 Assistant to the Superintendent Finance and Management. 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.

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 tutor's conduct, service, or character may be placed in the file. No anonymous letters or materials shall be placed in a personnel folder. The tutor 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 tutor 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 tutor for a review of his/her file.
- C. The tutor 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 tutor shall be permitted to copy materials in his/her file.
- E. Only material contained, in the above personnel file may be used in a disciplinary process.

ARTICLE VIII
GRIEVANCE PROCEDURE

A. Definition:

- Class 1 A grievance shall mean a complaint by a tutor 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 tutor, (b) a group of tutors having the same grievance, or (c) the M.T.A..

B. Procedures:

1. A grievant, accompanied by an M.T.A. 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) school days the grievant shall submit it in writing within fifteen (15) school 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 M.T.A. 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 M.T.A. within fifteen (15) school 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 M.T.A. representative, if grievant desires, within fifteen (15) school days of the receipt of such appeal, and shall give a decision in writing to the grievant and to the M.T.A. within fifteen (15) school 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, 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) school days from the date of the Superintendent's decision. The Board of Education will hear the grievance within fifteen (15) school days after receiving the written grievance and will render a written decision within fifteen (15) school days.

C. Arbitration:

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

1. The M.T.A. shall have the right to take to arbitration any Class I grievance not settled satisfactorily at the Board level. Either the American Arbitration Association or the Connecticut State Board of Mediation and Arbitration shall be used as the arbitration agency. The parties shall be bound by the rules and procedures of the applicable agency.

D. General Provisions

1. No grievance may be filed more than sixty (60) calendar 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 and the M.T.A..
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 M.T.A. 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 M.T.A. 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 M.T.A.'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 M.T.A. will inform the Assistant to the Superintendent Finance and Management of the names of M.T.A. representatives who will handle this responsibility and these representatives will obtain prior permission to leave their workstation from the Assistant to the Superintendent Finance and Management.

ARTICLE IX
M.T.A. RIGHTS

Dues Deduction:

All employees shall be required to join the M.T.A. or pay an amount of money through payroll deduction equivalent to an amount specified by the M.T.A. not to exceed an amount equivalent to the organization dues as a condition of continued employment. All present employees who are members of the M.T.A. on the effective date of this Agreement shall remain members of the M.T.A. by payment of their monthly dues. 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 M.T.A. by the thirty-first (31st) day following the execution of this Agreement or date of employment whichever is later, or shall pay an amount of money through payroll deduction equivalent to an amount specified by the M.T.A. not to exceed an amount equivalent to the organization dues as a condition of continued employment. All monies shall be forwarded to the M.T.A. monthly. Thereafter, failure to follow the prescriptions of this Article shall be cause for immediate dismissal by the Superintendent. Upon payment thereof to the M.T.A., the Board shall be held free and harmless from any liability in handling such M.T.A. dues and may require a release from the M.T.A..

Copies of Agreement:

The Board agrees to give the M.T.A. copies of the collective bargaining agreement for each member of the bargaining unit and a reasonable number for its own use. The Board shall supply the Union Building representatives with an adequate supply of contracts to be distributed to new hires throughout the life of the contract.

Bulletin Board:

Space will be provided on staff bulletin boards in each school for tutor notices and other communications pertaining to M.T.A. 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 Assistant to the Superintendent Finance and Management. The Board shall provide the M.T.A. President with one-half day of leave time every other week for the purpose of carrying out his/her responsibilities as M.T.A. 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 M.T.A. 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. The wage rates for 2013/2014 shall be retroactive to July 1, 2013.
- B. Service equivalent to ninety (90) school days or more during any school year shall be credited as a full year for wages purposes.
- C. Effective upon ratification, February 23, 2015, all employees will be paid by direct deposit.

ARTICLE XI
FRINGE BENEFITS

- 1. Tutors have access to all plans, OAP 20 and OAP 30, at 100% of the premium cost including H.S.A. with no dependent coverage. No board contribution to the H.S.A. deductible.

The Board shall provide a prescription plan at full cost to the employee. The prescription copays will increase to \$10/\$25/\$40 for both the OAP\$20 and OAP\$30.

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

- 2. \$15,000 basic life insurance (Board pays 100% for this insurance). No life insurance at retirement.
- 3. Full Service Dental Plan - individual and family plan including the rider for unmarried children at full cost to the employee. Active employees will be offered dental riders A, B, and C at the Board's full group cost to the employee.
- 4. 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.

5. Each tutor will receive copies of all applicable insurance policies and contracts.
6. Retirees who are eligible for Medicare Coverage must make Medicare their primary insurance on and after attainment of age 65. In addition, these retirees may enroll in the Medicare Supplemental plan offered by the Town of Manchester and pay the full cost, as that plan may change from time to time.

Retirement, as used herein concerning post-retirement insurance shall mean retirement and receipt of retirement benefits under the Town of Manchester Retirement Plan.

7. 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.

ARTICLE XII SAVINGS CLAUSE

1. 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 Association.
2. 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

1. This Agreement contains the full and complete agreement between the Board and the M.T.A. 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.

2. 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.
3. 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 #2 above.

ARTICLE XIV
MISCELLANEOUS

- A. The M.T.A. shall be given the use of a meeting place on school grounds at Board cost.
- B. The Board shall furnish the M.T.A. with a list of all time-reporting positions, the people who fill those positions, and the places where they work.
- C. The M.T.A. 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 upon signing, except that the wage increases set forth in the Agreement for the 2013/2014 contract year shall be retroactive to July 1, 2013. The Agreement shall continue in force and effect through June 30, 2017. Negotiations for a successor agreement will commence no later than February 1, 2017.

Dated May 1, 2015 at Manchester, Connecticut.

Signed: Christine Webster-Steele 4/28/2015
Christine Webster-Steele,
President, M.T.A. Local #6545

Signed: Patricia F. Brooks 5/1/2015
Patricia F. Brooks
Assistant to the Superintendent
Finance and Management

APPENDIX A
Wage Rates for Tutors

Years of experience shall be calculated based on most recent date of hire.

Job Title	Classification
ELL Tutors	Class I
Instructional Tutors to include:	
Title Tutors	Class II
Special Education Tutors	Class II
Bilingual Tutors	Class II
R.E.A.D. Tutors	Class II

Wages 2% each year of the contract plus step retroactive to July 1, 2013.

<u>Class I Tutors</u>	<u>2013/14</u>	<u>2014/15</u>	<u>2015/16</u>	<u>2016/17</u>
0-2 Years of Experience	\$21.01	\$21.43	\$21.86	\$22.30
2-4 Years of Experience	\$23.11	\$23.58	\$24.05	\$24.53
4-6 Years of Experience	\$25.22	\$25.73	\$26.24	\$26.77
More than 6 Years of Experience	\$27.33	\$27.87	\$28.43	\$29.00
<u>Class II Tutors</u>	<u>2013/14</u>	<u>2014/15</u>	<u>2015/16</u>	<u>2016/17</u>
0-2 Years of Experience	\$20.23	\$20.63	\$21.04	\$21.46
2-4 Years of Experience	\$21.40	\$21.83	\$22.26	\$22.71
4-6 Years of Experience	\$21.98	\$22.42	\$22.87	\$23.33
More than 6 Years of Experience	\$22.57	\$23.02	\$23.48	\$23.95