

AGREEMENT

BETWEEN

THE MANCHESTER BOARD OF EDUCATION

AND

**THE MANCHESTER PARA/TUTOR ASSOCIATION
LOCAL #3175, AFT, AFL-CIO**

COVERING THE PERIOD

JULY 1, 2009

TO

JUNE 30, 2013

AGREEMENT

Between

The MANCHESTER BOARD OF EDUCATION

And

The MANCHESTER PARA/TUTOR ASSOCIATION

THIS AGREEMENT IS MADE AND ENTERED INTO ON THE 30th day of _____, 2010 by and between the Manchester Board of Education of the Town of Manchester (hereinafter referred to as the "Board") and the Manchester Para/Tutor Association, Local #3175, AFT, AFL-CIO (hereinafter referred to as the "MPTA").

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 paraprofessionals and tutors employed by the Manchester School System selected as their sole representative the MPTA, resulting in the MPTA becoming exclusive bargaining representative for all paraprofessionals and tutors in the unit; and WHEREAS, the Board and its designated representative have met with representatives of the MPTA 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 MPTA as the exclusive bargaining representative of all persons employed as paraprofessionals and tutors including part-time employees as defined in CGS 7-467 working on a regular schedule in the school system and all summer hour paraprofessional 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 No Child Left Behind Act of 2001, all contracted paraprofessionals 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.

All contracted tutors must have a bachelor's degree.

Not included in the above group are noontime aides, bus aides, homebound tutors, afterschool expulsion officers and time-reporting paraprofessionals less than two (2) hours per day. All paraprofessional positions ten (10) hours or over per week will be contracted positions and in the bargaining group. All tutor positions will be ½ (under 12.5 hours/week) or full time (12.5 hours or more/week) contracted positions and in the bargaining group. The only exceptions will be for part-time one-on-one special education paraprofessional 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). Such paraprofessional positions under 17 1/2 hours per week shall be considered one-half time for benefit purposes. All paraprofessional bargaining unit positions will receive all contractual benefits (one-half time positions prorated) with the exception that one-half time positions will not receive health or life insurance coverage.

The work year and work day for tutors shall be as established by the Board.

ARTICLE II BOARD'S RIGHTS

- A. The MPTA 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

- A. The Board agrees to continue its policy of not discriminating against any bargaining unit member on the basis of race, creed, color, national origin, age, sex, marital status, sexual orientation, or membership or participation in, or association with, the activities of any paraprofessional and/or tutor organization. The provisions of this paragraph are included for informational purposes only, and shall not be subject to the grievance procedure.
- B. The MPTA agrees, in accordance with its constitution, to continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, age, sex, marital status, or sexual orientation and to represent equally all paraprofessionals and tutors without regard to membership or participation in, or association with, the activities of any employee organization. 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 paraprofessional 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 paraprofessional 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 paraprofessional 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. *Paraprofessionals 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 paraprofessional involved. Paraprofessionals 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 paraprofessional.

*Permissible for PPT conferences.

B. Paraprofessional 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 paraprofessional related tasks within the classroom. The nature of the paraprofessional's assignment shall be determined by the relevant Planning and Placement Team(s). If the student to whom a one on one paraprofessional is assigned is absent on any given day, the building administrator or designee shall determine the responsibilities for the one on one paraprofessional for any such day.

C. 1. Work Year: The work year for Class II, III, and IV paraprofessionals shall be the student school year (currently 183 days) plus two in-service days. The work year for Class I paraprofessionals shall be the student school year plus two in-service days plus ten additional days. By August 1 of each school year, the Board must inform the MPTA of each scheduled paraprofessional in-service day for the school year. Paraprofessionals working .50 FTE or below are required to attend one professional development day per year. Paraprofessionals working .51 FTE or above are required to attend two professional development days per year. If the student school year is increased, the work year for paraprofessionals shall be increased accordingly, and the wages for paraprofessionals shall be increased proportionately. If the student school year is decreased, the work year for paraprofessionals shall be decreased accordingly, and the wages for paraprofessionals shall be decreased proportionately.

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 |
| Christmas Day | Good Friday |
| New Year's Day | Memorial Day |
| All school vacations | |

In the event that school is in session on any of the days set forth above, paraprofessionals and tutors 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 paraprofessionals and tutors.

D. Work Hours:

1. Paraprofessionals regularly scheduled to work seven (7) consecutive hours per day will be given a duty-free lunch period of thirty (30) minutes.

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

On conference days when students are not in the building, lunches may be taken at the end of the work day with pay. For the High School level, conference days are listed as Testing Days (Mid-Terms and Finals) scheduled per the school district calendar. For the K-8 level, conference days are Parent Teacher Conference Days scheduled per the school district calendar.

2. On those days when teachers are dismissed early (e.g., before Thanksgiving), paraprofessionals will be allowed to leave at the same time.
3. Paraprofessionals and 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 paraprofessionals and 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.
4. Every paraprofessional and tutor 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 paraprofessionals 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, paraprofessionals who report at the new starting time will not lose pay for the period of time the schools were not operating. Paraprofessionals who report later than the new starting time will be considered late to work and will be subject to pay reduction.

7. Early School Closings

When the Superintendent closes schools early and offices remain open, paraprofessionals 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.

When the Superintendent closes school and offices early, all paraprofessionals will receive their regular pay for that day.

Tutors are not affected by delayed openings or early dismissals as they have the ability to make up the lost time over two (2) pay periods – as defined as “The pay period in which the lost time occurred and the next pay period.”

- E. Notification of Employment: The Board shall give written notice from Human Resources no later than June 1 to any paraprofessional 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 paraprofessional or 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 paraprofessional or 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.
- G. Resignations: The paraprofessional or 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).
- H. Travel Expense: Paraprofessionals or 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.

- I. The parties recognize the right of the MPTA 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 paraprofessional to a special education position, the principal or designee shall meet with the paraprofessional to review what special needs and problems the student might have and to outline and schedule what additional training the paraprofessional 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 Director of Human Resources.

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 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.

- 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 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.
- N. The work day and work year for tutors shall be as established by the Board. The provisions of Article IV, Sections B, C, D, and J shall not apply to tutors. For late openings and early closings, tutors shall have the ability to make up those hours within that pay period or the next pay period with permission of the Superintendent or his or her designee.

- O. Tutors working at least twenty-five (25) hours per week shall be granted the following preparation time: 1.5 hours per week for special education and Title I tutors; and 2.5 hours per week for ESL and READ tutors. All ELL 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. Every full time paraprofessional 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 paraprofessionals who work less than full time. The accumulation of unused sick leave shall be limited to 185 days for paraprofessionals.

Tutors who work twenty-five (25) hours per week shall be entitled to seven (7) 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.

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, paraprofessionals shall be paid for one-half of all accumulated unused sick days up to a limit of 150 days of such accumulation, or, if the employee has rendered fifteen (15) or more years of service in Manchester, the employee shall be paid for all unused sick leave accumulated up to a maximum of seventy-five (75) days. Payment for each unused sick day shall be at the employee's per diem 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. Retirees receive retirement sick leave payment within sixty (60) days of the employee's retirement. Such payments shall be deposited into a 401(a) plan established by the agreement between the Board and the Union. Effective upon July 1, 1999, new hires upon retirement shall be paid for one-half of all accumulated unused sick days, up to a limit of one hundred and fifty (150) days, capped at a maximum of sixty (60). Employees hired on or after July 1, 2006, shall be paid for one-half of all accumulated unused sick days, up to a limit of one hundred fifty (150) days, capped at a maximum of forty-five (45).

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 paraprofessional 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 beyond one year.
6. 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 paraprofessional/tutor who is pregnant to notify the Director of Human Resources well in advance of her delivery date, so that the Board can plan appropriate coverage.
7. Sick Leave Bank
 - a) A member of the MPTA 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 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 MPTA 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: Paraprofessionals or 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 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 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 Superintendent for Administration.

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 paraprofessional vacancies shall be filled with qualified bargaining unit paraprofessional members on the basis of seniority. All bargaining unit members will be allowed two (2) voluntary transfers within one school year. 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 part-time or full-time one on one 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 Groupwise email accounts.
2. Vacancies and new openings shall be posted via the Job Information bulletin on a bulletin board in every teachers' lounge. The Board shall provide such facility. Each Friday all job postings shall be entered on the Manchester Public School Job Information Line and can be accessed by dialing 647-3408.
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. Per a Transfer Form, employees are responsible for sending copies of the form to Human Resources, Principal/Supervisor and Union President. The Transfer form is titled "Bid Application for Internal Position."

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 MPTA 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 MPTA. 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 MPTA 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. Tutors shall be subject to layoff in reverse order of seniority within the following categories: Special Education, Title I/Instructional, Bilingual, Read, and ELL. 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: Special Education, Title I/Instructional, Bilingual, Read and ELL.

- 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. Paraprofessionals 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 paraprofessionals are hired within a building, the part-time assignments shall be offered to those paraprofessionals 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. Vacancies shall be filled with qualified persons on the basis of seniority. If no person bids on the vacancy or there are no qualified applicants, then the Board may pursue outside applicants. Per a Transfer Form, employees are responsible for sending copies of the form to Human Resources, Principal/Supervisor and Union President. The Transfer form is titled "Bid Application for Internal Position."
- 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 Assistant Superintendent for Administration. 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 paraprofessional's conduct, service, or character may be placed in the file. No anonymous letters or materials shall be placed in a paraprofessional's personnel folder. The paraprofessional or 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 paraprofessional or 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 paraprofessional for a review of his/her file.
- C. The paraprofessional or 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 paraprofessional or 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 paraprofessional or 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 paraprofessional or tutor, (b) a group of paraprofessionals or tutors having the same grievance, or (c) the MPTA.

B. Procedures:

1. A grievant, accompanied by an MPTA 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 MPTA 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 MPTA 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 MPTA 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 MPTA 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 MPTA 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 MPTA.

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 MPTA 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 MPTA 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 MPTA'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 MPTA will inform the Director of Human Resources of the names of MPTA representatives who will handle this responsibility and these representatives will obtain prior permission to leave their workstation from the Director of Human Resources.

ARTICLE IX MPTA RIGHTS

Dues Deduction:

All employees shall be required to join the MPTA or pay an amount of money through payroll deduction equivalent to an amount specified by the MPTA not to exceed an amount equivalent to the organization dues as a condition of continued employment. All present employees who are members of the MPTA on the effective date of this Agreement shall remain members of the MPTA 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 MPTA 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 MPTA not to exceed an amount equivalent to the organization dues as a condition of continued employment. All monies shall be forwarded to the MPTA monthly. Thereafter, failure to follow the prescriptions of this Article shall be cause for immediate dismissal by the Superintendent. Upon payment thereof to the MPTA, the Board

shall be held free and harmless from any liability in handling such MPTA dues and may require a release from the MPTA.

Copies of Agreement:

The Board agrees to give the MPTA 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 paraprofessional or tutor notices and other communications pertaining to MPTA 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 MPTA President with one-half day of leave time every other week for the purpose of carrying out his/her responsibilities as MPTA 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 MPTA 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 2009/2010 shall be retroactive to July 1, 2009.
- B. All paraprofessionals shall be responsible for keeping the Human Resources Department informed of their verified college and CEU credits.
- C. Effective and retroactive to the beginning of the 2009/2010 contract year, each paraprofessional not on the maximum step shall advance one step on the wage schedule. 2011/2012 and 2012/2013 contract year, each paraprofessional not on the maximum step shall advance one step on the wage schedule. There shall be no step advancements for 2010/2011.
- D. Service equivalent to ninety (90) school days or more during any school year shall be credited as a full year for wages purposes.

E. Longevity:

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

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

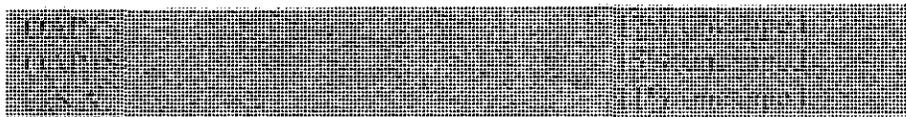
Longevity payments will be added to the regular bi-weekly wages and be part of each payroll. Any paraprofessional that qualifies for longevity in the course of a school year or qualifies to move up will begin in the following September.

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

- F. Paraprofessionals shall be paid an hourly rate in accordance with the provisions of Appendix A.

ARTICLE XI
FRINGE BENEFITS

- A. 1. Except as provided in Section 2 below, effective July 1, 2010, the following insurance plans will be offered to each full-time paraprofessional (and his/her spouse and eligible dependents), at the following premium cost shares:

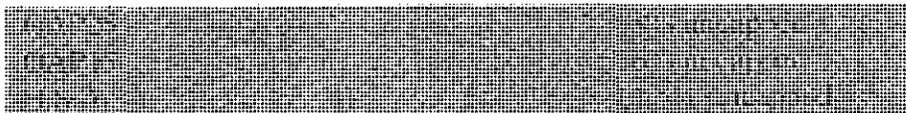


The board to contribute 25% toward the deductible for the H.S.A.

For a description of these plans see Appendix B.

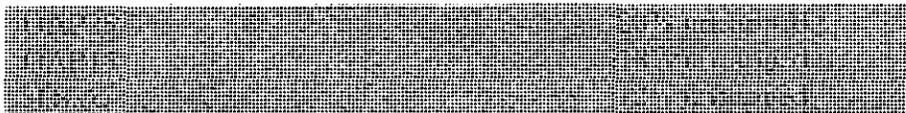
Tutors have access to all plans at 100% of the premium cost including H.S.A. with no dependent coverage.

Effective July 1, 2011 paraprofessionals shall pay the following percentages of the applicable premiums for the plan they select:



The board to contribute 25% toward the deductible for the H.S.A.

Effective July 1, 2012, paraprofessionals shall pay the following percentages of the applicable premiums for the plan they select:



The board to contribute 25% toward the deductible for the H.S.A.

Dependent coverage for one-on-one employees shall continue to be available. Effective July 1, 2010, the Board shall pay seventy percent (70%) of the costs of such dependent coverage for one-on-one employees, with the employees paying the remaining thirty percent (30%) of such costs.

Effective July 1, 2011, the Board shall pay seventy-five percent (75%) of the costs of such dependent coverage for one-on-one employees, with the employees paying the remaining twenty five percent (25%) of such costs.

Effective July 1, 2012, the Board shall pay eighty percent (80%) of the costs of such dependent coverage for one-on-one employees, with the employees paying the remaining twenty percent (20%) of such costs for the OAP25. The Board shall pay eighty-two percent (82%) of the costs of such dependent coverage for one-on-one employees, with the employees paying the remaining eighteen percent (18%) of such costs for the OAP15.

Notwithstanding the foregoing, any full-time paraprofessional hired prior to July 1, 2006 who moves into a one-on-one position on or after July 1, 2006 shall thereafter continue to be eligible for dependent coverage at the premium contribution percentages set forth in Section A.1 above.

3. All employees shall pay for their premium cost shares on a pretax basis through the Section 125 plan established by the Board.
4. \$15,000 life insurance (Board pays 100% for this insurance) In addition, paraprofessionals 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.
5. 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, with the provisions that 75% of the employees covered by health insurance must elect the dental riders outlined above.
6. 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 paraprofessional 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.

2. Retirees who are eligible for Medicare Coverage must make Medicare their primary insurance on and after attainment of age 65. In addition, these retirees must enroll in the Medigap 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 contribution 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.
- D. The provisions of Article XI shall not apply to tutors. However, tutors working at least twenty-five (25) hours per week shall have the opportunity to participate in the above listed plans, as an individual (no dependent coverage). The full cost of such coverage shall be borne by the tutor.

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 Federation.
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 MPTA 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.

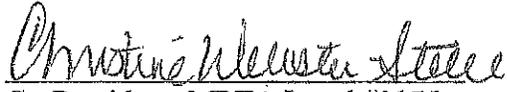
ARTICLE XIV
MISCELLANEOUS

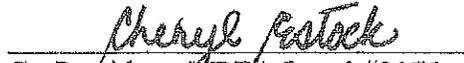
- A. The MPTA shall be given the use of a meeting place on school grounds at Board cost.
- B. The Board shall furnish the MPTA with a list of all time-reporting positions, the people who fill those positions, and the places where they work.
- C. The MPTA President shall have an e-mail address provided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

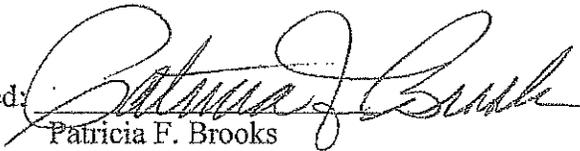
ARTICLE XV
DURATION

This Agreement shall be effective upon signing, except that the wage increases set forth in the Agreement for the 2009-10 contract year shall be retroactive to July 1, 2009. The Agreement shall continue in force and effect through June 30, 2013. Negotiations for a successor agreement will commence no later than February 1, 2013.

Dated 6/17, 2010 at Manchester, Connecticut.


Co-President, MPTA Local #3175

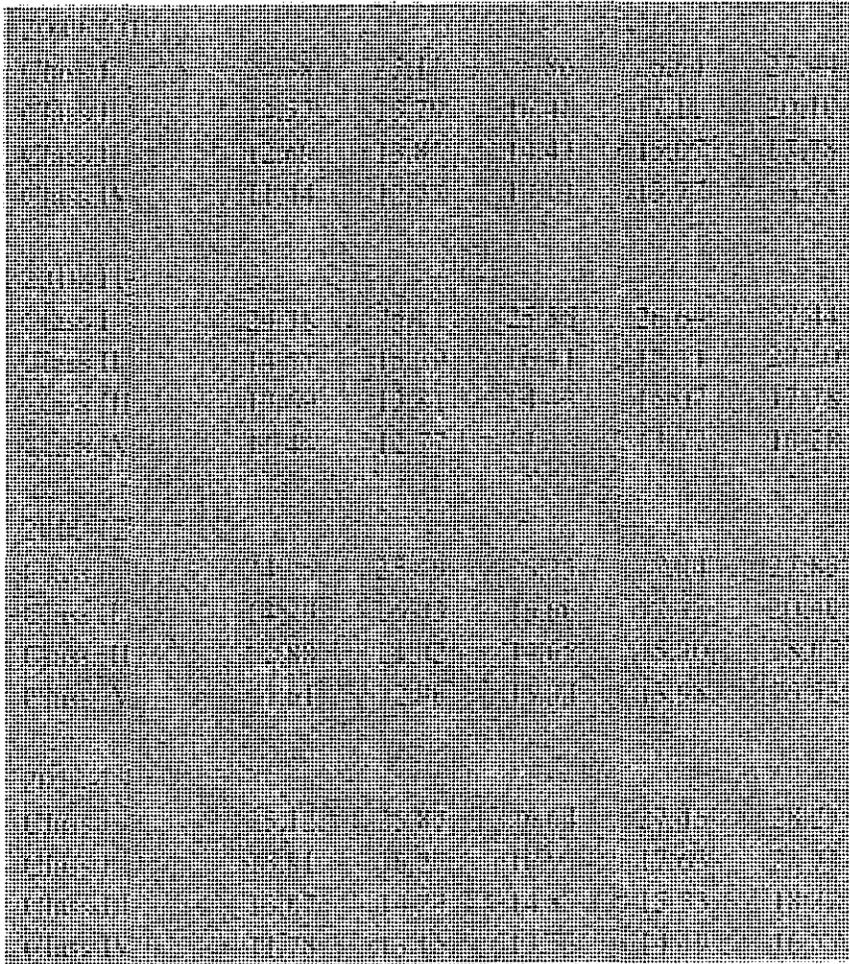

Co-President, MPTA Local #3175

Signed: 
Patricia F. Brooks
Assistant to the Superintendent
Finance and Management

APPENDIX A
Paraprofessional Wage Schedule

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

| <u>Job Title</u> | <u>Wages Grade</u> |
|---|--------------------|
| Head Start Family Service Coordinator/ Head Start Parent Involvement Coordinator | Class I |
| Computer Lab Paraprofessional | Class II |
| Library Paraprofessional | Class II |
| Head Start Family Advocate, Head Start Paraprofessional | Class II |
| Building/Floating Paraprofessional | Class III |
| Classroom/Special Education Paraprofessional | Class III |
| One on One/Special Education Paraprofessional, Speech/Language Paraprofessionals | Class III |
| Classroom Paraprofessional | Class IV |

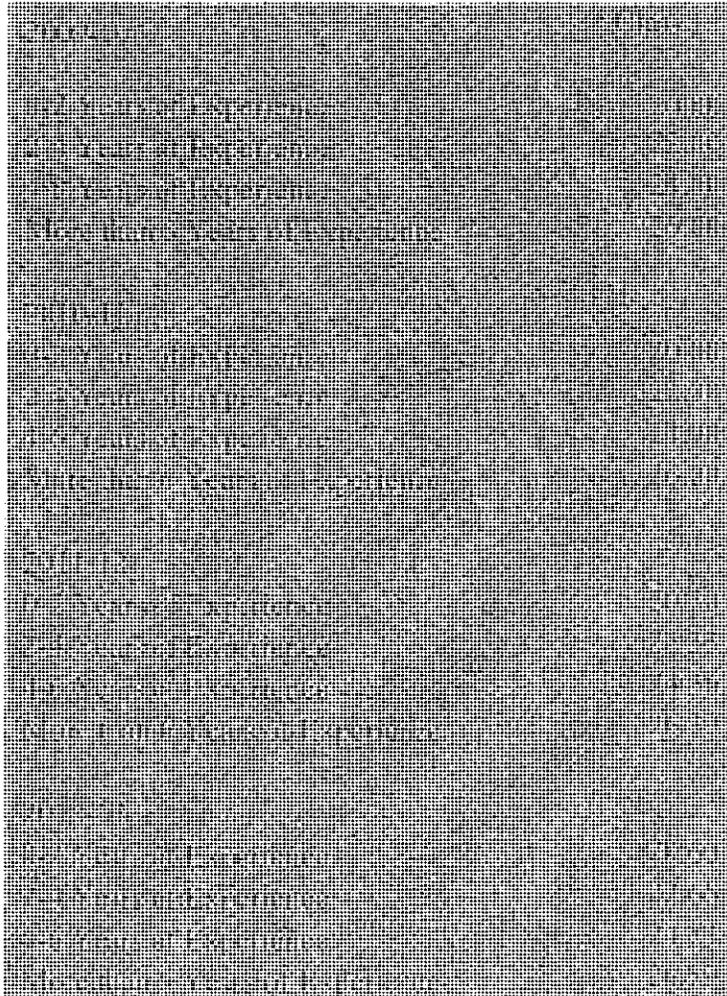


Wage Rates for Tutors

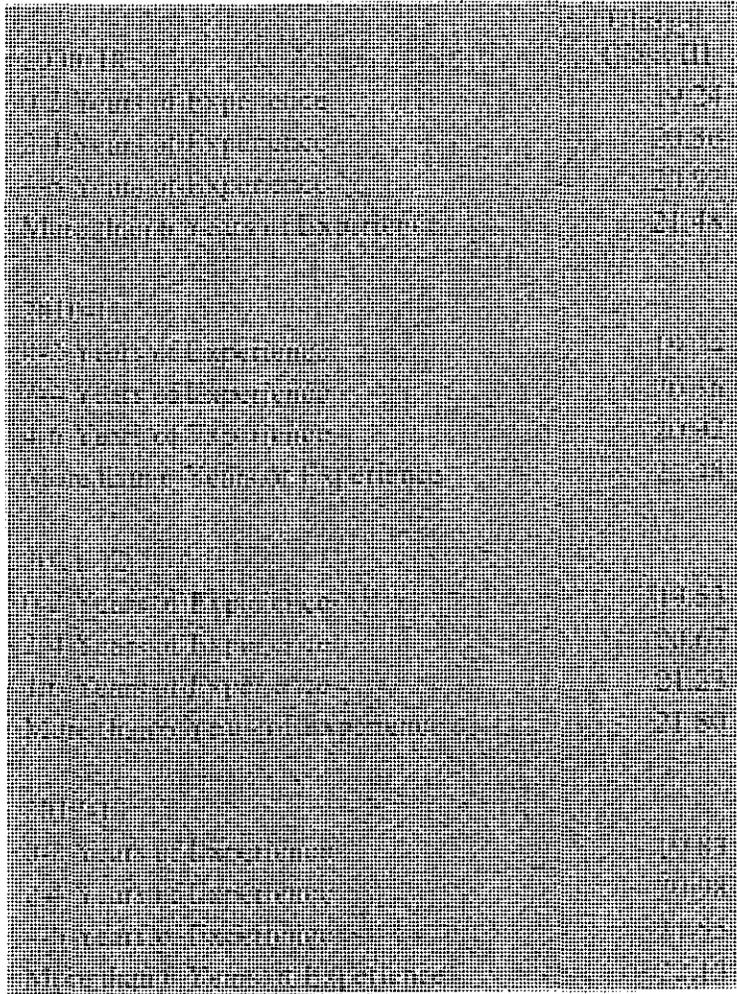
Years of experience shall be calculated based on most recent date of hire.

| Job Title | Classification |
|--------------------------|----------------|
| ELL Tutors | Class I |
| Title Tutors | Class II |
| Instructional Tutors | Class II |
| Special Education Tutors | Class II |
| Bilingual Tutors | Class II |
| R.E.A.D. Tutors | Class III |

Wage Rates for Tutors



Wage Rates for Tutors



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.

Paraprofessionals 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 paraprofessional 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.

Manchester Public Schools
Paraprofessionals

| BENEFIT | OAP \$25 | OAP \$15 |
|----------------------------|---|---|
| Costs/Starts | | |
| | In-Network services subject to copays | In-Network services subject to copays |
| | Out-of-Network services subject to deductible and coinsurance | Out-of-Network services subject to deductible and coinsurance |
| | Copay - \$25 Office Visit | Copay - \$15 PCP Office Visit |
| | \$25 Specialist Office Visit Copay | \$15 Specialist Office Visit Copay |
| | \$75 Emergency Room Copay; \$150 Outpatient Surgery | \$50 Emergency Room Copay; \$75 Outpatient Surgery |
| | Deductible - \$250/\$500/\$750 | Deductible - \$200/\$400/\$500 |
| | Coinsurance - 80% to \$3,750/\$7,500/\$8,750 | Coinsurance 80% to \$4,000/\$6,000/\$7,500 |
| | \$1,000/ \$2,000/\$2,500 OOP Max | \$1,000/\$1,600/\$2,000 OOP Max |
| | Lifetime Maximum In-Network - Unlimited | Lifetime Maximum In-Network - Unlimited |
| | Lifetime max out of network- \$1,000,000 | Lifetime Maximum Out-Of-Network -Unlimited |
| Preventive Care | | |
| Pediatric | In-network \$25 Copay | \$15 Copay |
| Adult | \$25 Copay | \$15 Copay |
| Vision | \$25 Copay Covered once every two years (includes refraction) | \$15 Copay Covered once every 24 months |
| Hearing | \$25 Copay Covered once every two years | \$15 Copay Screening part of physical exam |
| Gynecological | \$25 Copay | \$15 Copay |
| Medical Services | | |
| Medical Office Visit | \$25 Copay | \$15 Copay |
| Outpatient PT/OT | \$0 Copay | \$15 Copay |
| Chiropractic | 60 Combined days | 60 Combined days |
| Speech Therapy | per member per calendar year | per member per calendar year |
| Allergy Services | \$25 Copay for office visits and testing No copay for injections | \$15 Copay for office visits and testing No copay for injections |
| Diagnostic Lab & X-ray | Covered | Covered |
| Inpatient Medical Services | Covered | Covered |
| Surgery Fees | Covered | Covered |
| Office Surgery | Covered | Covered |
| Outpatient MH/SA | \$25 Copay per visit | Covered \$10 copay per visit |

Manchester Public Schools
Paraprofessionals

| BENEFIT | OAP \$25 | OAP \$15 |
|--|--|--|
| Emergency Care | | |
| Emergency Room | \$75 Copay (waived if admitted) | \$50 Copay (waived if admitted) |
| Urgent Care | \$50 Copay | \$25 Copay |
| Ambulance | Covered | Covered |
| Inpatient Hospital | | |
| General/Medical/ Surgical/Maternity (Semi-private) | Pre-cert only for Out-of-network \$300 Copay | Pre-cert only for Out-of-network \$150 Copay |
| Ancillary Services Medication, supplies | Covered | Covered |
| Psychiatric | \$300 Copay | \$150 Copay |
| Substance Abuse/ Detox | \$300 Copay Covered up to 45 days per cal. Year (90 partial) | \$150 Copay Covered up to 45 days per cal. Year (90 partial) |
| Skilled Nursing and Rehabilitative Facility | Covered up to 180 days per calendar year | Covered up to 180 days per calendar year |
| Hospice | Covered | Covered |
| Outpatient Hospital | | |
| Outpatient Surgery Facility Charges | \$150 Copay | \$75 Copay |
| | | (Prior Authorization Required) |
| Diagnostic Lab & X-ray | Covered | Covered |
| Pre-Admission Testing | Covered | Covered |
| Other Services | | |
| Durable Medical Equipment | Covered | Covered |
| Prosthetics | Covered | Covered |
| Home Health Care | Covered | Covered (Prior Authorization Required) |
| Infertility | Covered | Covered |
| | \$25,000 maximum | \$25,000 maximum |
| Prescription | | |
| | \$10/\$25/\$35 - 30 day supply | \$10/\$20/\$30 - 30 day supply |
| | Mail = 2 copays/90 day supply | Mail = 2 copay/90 day supply |
| | \$2000 max - No Contraceptives | Unlimited - Contraceptives included |

*All Plans are National and no primary care physician is required as of 7/1/07

MANCHESTER BOARD OF EDUCATION

AND

THE MANCHESTER PARA/TUTOR ASSOCIATION
LOCAL #3175, AFT, AFL-CIO

MEMORANDUM OF UNDERSTANDING

The Manchester Board of Education and the Manchester Para/Tutor Association, Local #3175, AFT, AFL-CIO agree to the following changes to the July 1, 2009 to June 30, 2013 Agreement:

- ARTICLE XI, FRINGE BENEFITS, Section C. 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 contribution 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.
- The parties agree to replace the above language with the language listed below.
- ARTICLE XI, FRINGE BENEFITS, Section C. 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 contribution~~ 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.

The parties agree these changes do not constitute a past practice. We further agree that these changes do not modify, alter, or amend any of the terms of the present Agreement.



FOR THE MANCHESTER
BOARD OF EDUCATION



FOR THE MANCHESTER PARA/TUTOR
ASSOCIATION
LOCAL #3175, AFT, AFL - CIO

10-8-2010
DATE

10-7-2010
DATE