

Draft 4

May 8, 2001

MEMORANDUM OF AGREEMENT

This Agreement is entered into at East Hartford, Connecticut on this the 8th day of May, 2001 by and between the East Hartford ~~Association~~ <sup>Federation of</sup> Paraprofessionals, CFEPE, AFT, AFL-CIO (hereinafter "the Union"), represented by <sup>of Virginia</sup> Ginny Lynch, President, CFEPE, AFT/AFL-CIO, duly authorized, and the Town of East Hartford, acting herein by and through its Mayor, Timothy D. Larson, duly authorized, (hereinafter "the Town"). For the purposes of this Agreement, the Union and Town will be hereinafter referred to as "the Parties".

WHEREAS, the Parties have been engaged in collective bargaining concerning the provision of retirement benefits to members of the Union by the Town, and have reached a comprehensive full and final agreement as to the provision of such benefits to present and future members of the Union, and:

WHEREAS, the Parties have agreed that it would be beneficial to both to memorialize their full and final agreement as to the specific retirement benefits to be provided by the Town to the Union's members. Doing so will assist the Town Council of the Town and the Union's members to approve or reject the full and final agreement reached by the Parties concerning the provision of such retirement benefits;

NOW, THEREFORE, the Parties hereby agree as follows:

The Town will establish a defined benefit Plan for the members of the Union which will include the following provisions:

1. Mandatory enrollment in such Plan by all current Paraprofessionals within thirty days of the effective date of the Plan.

2. Mandatory enrollment in such Plan by newly hired Paraprofessionals within thirty days of the date on which employment commences.

3. Each member enrolled in the Plan will contribute six percent of his/her wages to the Plan.

4. Membership in the Plan will be confined to Paraprofessional employees of the East Hartford Board of Education who work a minimum of 20 hours per week during the thirty six weeks' school year.

5. Retirement under the "Rule of 85", as well as Normal Retirement at age sixty five after completion of ten years of credited service as Paraprofessionals with the East Hartford Board of Education, or retirement at age sixty two after completing twenty five years of service as Paraprofessionals with the East Hartford Board of Education.

6. Members will become vested in the Plan upon completion of ten years of credited service as Paraprofessionals with the

East Hartford Board of Education. Accumulation of credited service will commence on the date each member starts making contributions to the Plan.

7. The maximum accrued pension benefit will not exceed seventy percent of final average salary. Computation of pension benefits will be based upon the wages earned by a prospective retiree during the highest thirty six consecutive months of service with the East Hartford Board of Education prior to the date of retirement. The monthly amount of a Normal Pension payable to a retiree will be equal to one twelfth of two point two percent of Final Average Salary multiplied by the retiree's completed years and full months of credited service as a paraprofessional with the East Hartford Board of Education.

8. Health insurance benefits for retirees only at age sixty five with a mandatory fifteen percent premium contribution by each retiree. Retirees may purchase health insurance at their own cost only for the spouse with whom they are residing at the time of their retirement.

9. The "boiler plate" provisions of the plan will be written by the Segal Company, Actuaries for the Town, and will be paid for by the Town.

10. A booklet which summarizes the provisions of the Plan will be written by the Segal Company, paid for by the Town and distributed free of charge to present Paraprofessionals, as well

as newly hired Paraprofessionals who join the Plan within thirty days of the date on which their employment commences.

11. The terms of this Agreement will become effective and binding upon the Parties if and when its terms are ratified by a majority of the members of the Union and the Agreement is approved and accepted by the East Hartford Town Council.

12. The term of this Agreement shall be ten years from the effective date of the Retirement Plan. This agreement will become effective and binding upon the Town and the Union only after it has been ratified by a majority of the members of the Union and approved and accepted by the East Hartford Town Council.

13. The Parties further agree that there will be no changes to the Plan or to this Memorandum of Agreement during the term of the Plan.

By affixing their signatures below, Timothy D. Larson, Mayor of the Town of East Hartford, and Ginny Lynch, President of the East Hartford <sup>Federation of</sup> ~~Association~~ of Paraprofessionals, certify that they have been duly authorized to represent the Town of East Hartford and the Union, respectively, and to execute this Agreement.

Signed and sealed at East Hartford, Connecticut on this 8<sup>th</sup>  
day of May, 2001.

For Town of East Hartford

Patricia G. Tomoli  
Witness Patricia G. Tomoli

Timothy D. Larson  
Mayor  
Town of East Hartford

Michael P. Walsh  
Witness Michael P. Walsh

For East Hartford Federation  
of Paraprofessionals, CFEPE,  
AFT/AFL-CIO

Michael P. Walsh  
Witness Michael P. Walsh

Virginia J. Lynch  
Virginia J. Lynch  
Virginia Ginny Lynch, President  
East Hartford <sup>Federation for</sup> Association of  
Paraprofessionals  
CFEPE, AFT/AFL-CIO

Dale Bycholski  
Witness Dale Bycholski

Subscribed and Sworn to before me, a Notary  
Public, in and for County of Hartford  
And State of Connecticut, this 8<sup>th</sup> day of  
May, 2001.  
Sharon A. Miller  
Notary Public

**SHARON A. MILLER**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES JAN. 31, 2005