

*Robert J. Paack*

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TOWN CLERK  
EAST HARTFORD

AGREEMENT BETWEEN  
EAST HARTFORD BOARD OF EDUCATION  
AND  
EAST HARTFORD FEDERATION OF PARAEDUCATORS  
JULY 1, 2018 - JUNE 30, 2021



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This Agreement is made and entered into by and between the East Hartford Board of Education (hereinafter referred to as the "Board") and the East Hartford Federation of Paraeducators, AFT Local #4257, AFT/CT, AFL-CIO (hereinafter referred to as the "Federation").

## **ARTICLE I**

### **RECOGNITION**

- 1.1 The Board recognizes the Federation as the exclusive bargaining representative for those employees who work twenty (20) or more hours per week in the position designated "Paraeducator" for the purpose of negotiating with respect to wages, fringe benefits, and conditions relative to employment.
- 1.2 A Paraeducator is a person employed by the East Hartford Board of Education in the following categories:
  - A. Special Education Paraeducators
  - B. Media Paraeducators
  - C. Instructional Paraeducators
- 1.3 The East Hartford Federation of Paraeducators agrees to represent equally all employees in the bargaining unit without regard to membership or participation in the activities of the Federation.
- 1.4 Agency Fee: All paraeducators employed by the Board shall, as a condition of continued employment, either join the Federation or pay a service fee to the Federation.
- 1.5 The Board agrees to deduct from each paraeducator for whom a written dues deduction authorization is submitted, an amount equal to the Federation membership dues; and to deduct from each paraeducator for which no such authorization is submitted a service fee, by means of payroll deductions. The amount of the Federation membership dues and service fee shall be certified to the Board by the Federation prior to October 1 of each school year. The Federation agrees to defend, indemnify and hold harmless the Board in connection with any litigation arising out of the dues and service fee deductions made pursuant to this paragraph.
- 1.6 Those paraeducators who are newly employed after the start of the school year shall pay a pro-rated amount of dues or service fee equal to the percentage of the remainder of the school year.
- 1.7 The Board agrees to forward to the Treasurer of the Federation, each pay period, a check for the amount of the monies deducted during that pay period. The Board shall include with such check, a list of employees for whom such deductions were made.

- 1.8 Each employee who is a member of the Federation on the effective date of this Agreement, or who thereafter voluntarily becomes a member of the Federation, or who at any time since the Federation's certification as bargaining agent did voluntarily hold membership in the Federation, shall as a condition of continued employment, remain a member of the Federation in good standing during the term of this Agreement. This provision shall not be construed to require retroactive payment of dues for any period prior to the effective date of this Agreement, nor payment of dues for any period of layoff or unemployment, nor payment of dues by any employee who has resigned or been terminated.

## **ARTICLE II**

### **BOARD PREROGATIVES**

- 2.1 It is recognized that the Board has and will continue to retain whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of East Hartford in all its aspects, including but not limited to the following: to maintain public schools and such other educational activities as in its judgment will best serve the interest of the Town of East Hartford; to determine the type of work to be performed; to assign all work to employees or other persons; to determine shift schedules and hours of work; to select, hire and reclassify employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board of Education, provided such rules and regulations are made known in a reasonable manner to the employees affected by them; to discharge or otherwise discipline any employee for just cause; to promote, transfer and lay off employees. These rights, responsibilities and prerogatives are not subject to the delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to any of its rights, responsibilities and prerogatives, other than as specifically provided for elsewhere in the Agreement, shall be subject to the grievance provision of this Agreement.

## **ARTICLE III**

### **FEDERATION RIGHTS**

- 3.1 The Board will provide each employee with a copy of this Agreement within thirty (30) working days after its signing. New employees will be given a copy of this Agreement within thirty (30) days of their date of hire.
- 3.2 The Board will provide the Federation with notice of all retirements, resignations, and terminations of all Paraeducators.
- 3.3 Bulletin board space shall be reserved at an accessible location in each school for the use of the Federation for the posting of official Federation notices or announcements at no increased cost to the Board.

- 3.4 The Board will grant the Federation permission to hold Federation meetings in school buildings without charge, upon written request to the proper authority, provided said facility is not already in use, at no cost to the Board and in accordance with Board policy. The Board shall provide space, at no cost, for the Federation to store Federation related supplies.
- 3.5 Three delegates shall be granted leave not to exceed a total of three (3) days per year to attend State and National Federation meetings. An additional two delegates may be approved with leave without pay not to exceed a total of three (3) days per year provided the Federation reimburses the Board for any sub costs incurred for these additional two delegates to attend the State or National Federation meetings.
- 3.6 The Board shall permit appropriate Federation members to attend any grievance, mediation or arbitration hearing related to the terms and conditions of this Agreement without loss of pay. Permission for this attendance shall be obtained from the Superintendent or his/her designee in a manner prescribed.
- 3.7 The Board shall provide to the Federation a copy of all paraeducator tentative staffing assignments prior to the beginning of the school year. The Board shall provide to the Federation a copy of all paraeducators' summer staffing assignments on or before the start of the applicable summer program. The Federation shall be notified of any changes in staffing assignments during the school year.
- 3.8 The name of any paraeducator hired during the school calendar year will be given to the Federation President no later than ten (10) days after the position has been filled.
- 3.9 Upon notice to the Director of Human Resources, the Federation President shall be granted one day of release time per week, with no cost incurred by the Board, to perform Federation related duties. Prior to the beginning of the school year, the Federation President will designate said day. Such day will remain in effect throughout the school year unless mutually agreed upon.
- 3.10 The parties agree to Labor/Management meetings as the need determines and as mutually agreed between the parties.

#### **ARTICLE IV**

#### **GRIEVANCE PROCEDURE**

- 4.1 A grievance shall mean a complaint by an employee that there has been a violation, misinterpretation or misapplication of the specific provision of this Agreement affecting the employee. As used in this Agreement the term "employee" shall mean either (1) an individual employee, (2) a group of employees having the same grievance, or (3) the Federation. In all cases the Federation shall be provided copies of the grievances and of the written answers thereto.

4.2 Grievances must be processed in the following manner:

- Step 1: The employee or a Federation representative (if the employee so desires) shall first discuss the grievance with the immediate supervisor (the principal or his designee) with the objective of resolving the matter informally, and in the event that the employee is not satisfied, the grievance shall be submitted in writing to the immediate supervisor. It shall contain a statement of the facts, the remedy requested, and reference to that provision of this Agreement, if any, which the employee claims has been violated. Such immediate supervisor shall meet with the employee and the Federation representative (if the employee so desires) prior to making a decision, but in any event must render a decision in writing with copies to the employee and the Federation within ten (10) school days of the submission to the supervisor of the employee's written statement of grievance.
- Step 2: If the grievance is not settled in Step 1 within the required time, the employee or a Federation representative (if the employee so desires) may, within ten (10) school days, appeal in writing to the Superintendent or his designated representative. The Superintendent and/or his representative shall meet with the employee and a Federation representative (if the employee so desires) and may include at such meeting any other individuals concerned. Such meeting shall be held within ten (10) school days of the receipt by the Superintendent of the employee's appeal. The Superintendent or designated representative shall give written answer to the employee and the Federation within ten (10) school days of the conclusion of such meeting.
- Step 3: If the grievance is not settled in Steps 1 and 2 within the required time, and if the Board and the Union *mutually agree* within ten (10) school days of the decision of Step 2 by the Superintendent or his/her designee, the parties may submit the grievance for mediation with the State Board of Mediation and Arbitration. If either party chooses not to proceed to mediation then the Federation shall proceed to Step 4 within ten (10) school days of the decision of Step 2. If the parties mutually agree to mediation, any and all costs for mediation shall be borne equally by both parties.
- Step 4: In the event a satisfactory solution to the grievance does not result by following the procedure set forth in Steps 1-3, the Federation, within ten (10) school days of receipt of the decision of the Superintendent, or within ten (10) days of the failure to reach a resolution through mediation if the parties mutually agreed to participate in mediation, may submit the grievance to binding arbitration by the American Dispute Resolution Center or any dispute resolution alternative that both parties agree to. Any and all costs for arbitration shall be borne equally by both parties.

- 4.3 Any grievance, as defined above, not presented for disposition through the grievance procedure set forth above within ten (10) school days of the occurrence of the condition giving rise thereto, or within ten (10) school days of the employee's knowledge of its occurrence, whichever comes later, shall not thereafter be considered a grievance under this Agreement. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered. The time limits specified at any step may be extended in any particular instance by the agreement between the Superintendent and the Federation.
- 4.4 Any grievance which the immediate supervisor does not have the power to resolve may be filed at Step 2.

## **ARTICLE V**

### **TERMS OF EMPLOYMENT**

- 5.1 "Employee" means any paraeducator falling under the definition of Section 7-467 of the Connecticut State Statutes. The Board shall strive to employ paraeducators a minimum of fifteen (15) or more hours per week.
- 5.2 The normal work year shall conform to the school calendar plus two (2) days.
- 5.3 Specific starting times will be assigned by the Superintendent of Schools, or his designee.
- 5.4 Any lunch period for which an employee is not paid shall be duty free and at least thirty (30) minutes long.
- 5.5 Unless a greater rate is provided for per the terms of this Agreement, premium overtime, which is defined to mean payment of one and one-half (1 ½) times the employee's straight time hourly rate, shall be paid to regular full-time employees and regular part-time employees for each hour, or portion thereof, worked in a work week in excess of thirty-seven and one-half (37.5) hours.
- 5.6 When the Superintendent of Schools, or his or her designee, opens school late or closes school early due to an emergency, members of the bargaining unit will be compensated at their daily rate provided the employee has worked the shortened day.
- 5.7 Employees shall be paid for hours worked beyond the normal workday, provided that the immediate supervisor and Director of Human Resources have approved such additional work in advance.



- 5.8 A special education paraeducator may be temporarily diverted to other Special Education paraeducator duties only under emergency circumstances and until a substitute is in place. Such a diversion may not exceed fifteen (15) consecutive school days.
- 5.9 The Board will make every attempt possible not to divert paraeducators from their regularly assigned duties nor require any paraeducator to perform two (2) duties simultaneously.
- 5.10 A paraeducator shall not be expected or required to render first aid and the Board shall inform paraeducators of legal aid restrictions. (It is understood that Early Childhood, Headstart and Readiness paraeducators must maintain certification in CPR and First Aid and may be expected or required to render CPR or First Aid.)
- 5.11 Paraeducators shall be notified in writing annually of their tentative assignments for the following year no later than the last day of the school year. Such notification shall include job category, total number of hours of employment, and building assignment. The Board shall provide paraeducators with written notice of their summer staffing assignments as soon as determined by Human Resources.
- 5.12 For school days on which students are dismissed early, except in cases of shortened days before holidays and the last day of school in which case paraeducators will be paid their regular scheduled hours but shall leave when students are dismissed, the paraeducators will work their regularly scheduled hours.
- 5.13 Paraeducator Positions in the summer school Program shall be posted accordingly. When filling the posted positions, preference shall be given to members of the Federation by seniority and qualifications. The term "Summer School Program" as used in this Article shall not be deemed to include the Early Childhood Education extended year programs. If no bargaining unit applicant is deemed qualified, then candidates from outside the school system may be considered.
- 5.14 Early Childhood Education programs which extend past the normal work year shall be posted accordingly. The Job Posting shall include the number of days in the extended school year and a calendar shall be available to the Federation President at the time of the posting. If an Early Childhood Education program is changed from the normal work year to an extended year, the paraeducator who is in that position shall have the option of working the extended year for the initial year. If the paraeducator does not elect to work the extended year in the following year, then the position shall be posted and filled according to Section 5.13 above.
- 5.15 The Board will provide two (2) paid days of in-service training for paraeducators, which the Board shall schedule on the system-wide full days of staff development. Upon prior arrangements with the Board, the paraeducators shall have the option of attending the in-service programs designed by the Federation or attending the in-service program appropriate for the assignment. Attendance at these two in-service days shall be mandatory.

## **ARTICLE VI**

### **PROTECTIONS**

- 6.1 Paraeducators shall immediately report to their superior, orally, to be followed by a written report, all cases of assault suffered by them in connection with their employment. Such report shall be forwarded to the Superintendent.
- 6.2 The Board shall protect each member of the unit in accordance with Connecticut Statute 10-235, as amended.

## **ARTICLE VII**

### **SENIORITY**

- 7.1 For the purposes of this Article, seniority shall be defined as an employee's continuous length of service with the Board from said employee's most recent date of hire, regardless of hours worked.
- 7.2 Seniority shall not diminish during any period of layoff during which a person has recall rights, but no additional seniority shall accrue.
- 7.3 Continuous length of service shall not include leaves of absence without pay in excess of one year.
- 7.4 The Board shall prepare a list of paraeducators showing their seniority in length of service with the Board and deliver the same to the Federation upon request of the Union President. Upon hire, new employees shall be added to this list.
- 7.5 A paraeducator shall lose his/her seniority rights under any of the following circumstances:
  - A. If the employee resigns.
  - B. If the employee is discharged for just cause.
- 7.6 In case of a tie, seniority shall be determined by the following criteria, applied in the order listed below:
  - A. Previous amount of continuous and unbroken paraeducator service in East Hartford.
  - B. Date that the Employee Authorization notice was sent to the employee by the Board of Education. The Board shall keep a record of each employee's time of hire in the employee's personnel file.

**ARTICLE VIII**  
**PROBATIONARY PERIOD**

- 8.1 Each bargaining unit member hired shall serve a probationary period of one hundred twenty (120) working days. During such probationary period, the bargaining unit member will be entitled to all provisions of this agreement with the exception of the grievance procedure and the just cause provision in Article XV, Section 15.1. During such probationary period, the bargaining unit member may be disciplined and/or discharged at the sole discretion of the Board and such discipline and/or discharge shall not be the subject of a grievance under this agreement.

**ARTICLE IX**  
**SALARIES**

- 9.1 Salaries shall be paid in accordance with Schedule A which is attached hereto and hereby made a part of this Agreement.
- A. The Salary Schedule shall consist of six (6) steps.
- B. Each employee shall advance a step on the salary schedule at the beginning of each school year. New employees must have served in the position for a period of ninety-one (91) school days in the previous year. In order to advance an employee must have performed satisfactorily.
- C. Beginning with the first pay period after July 1, 2008, all employees will be paid on a bi-weekly basis.
- 9.2 Longevity shall be paid in accordance with Appendix B, which is attached hereto and hereby made a part of this Agreement.
- 9.3 Except as described in Appendix B-3, pro-rated longevity payments will be made to an employee in the event said employee terminates their services to the Board.
- 9.4 Employees on sick leave shall be included under said longevity payment schedule.
- 9.5 Upon separation from employment with the Board for any reason other than termination for cause, an employee hired on or before June 30, 2007 who has at least twelve (12) years of continuous service with the Board, or his/her estate, shall receive, on the basis of his/her current wages, compensation for fifty percent (50%) of said employee's accumulated sick leave up to a maximum of one hundred (100) days, paid at the rate of the average daily assigned hours in the employee's highest three (3) out of the last five (5) years of service. Employees hired on or after July 1, 2007 shall not be eligible for any payout of accumulated sick leave under this Section.

- 9.6 Special Education paraeducators who are responsible for the personal hygiene of students shall receive a 75¢ stipend per hour. Only those paraeducators who are assigned to care for a child who is age seven (7) or older and who is incapable of caring for his/her personal hygiene shall be eligible for this stipend.
- 9.7 When an employee is assigned to a position for which the Board requires specialized training, he or she shall receive a five (5%) percent differential in addition to his or her base hourly wage rate. "Specialized training" for the purpose of this Section shall be limited to: ABA/discreet trial, TLC (provided the employee is servicing at least three (3) students in early intervention reading strategies), Braille (only when providing Braille assistance to a blind student), Sign Language (only when providing Sign Language assistance to a deaf student), and CDA (provided the employee has completed at least twelve (12) credits in early childhood education or early childhood development).

Unless mutually agreed upon by the Board and the Federation, at no time shall an employee be eligible for more than one differential under this Section. Eligibility for a differential under this Section shall be determined by the requirements of the position and the differential shall terminate when, according to the Board, such specialized training is no longer a requirement of said position.

- 9.8 A differential of five percent (5%) shall be paid to paraeducators who pass the ParaPro Assessment or who possess sixty (60) college credits. As a condition of employment with the Board, all paraeducators, with the exception of general office paras, must pass the ParaPro Assessment or possess an Associate's degree or the equivalent sixty (60) college credits by January 1, 2014 to continue their employment with the Board. All new hires must possess the ParaPro Assessment or an Associate's degree or the equivalent sixty (60) college credits prior to their date of hire to be eligible for employment with the Board.
- 9.9 All bargaining unit members who receive a written annual performance review that is designated as unsatisfactory by the immediate supervisor will be frozen at their step level for the following year if the supervisor shall give the employee timely written notice of unsatisfactory areas and steps needed for improvement. Upon return to a satisfactory annual review the employee will continue to move up the salary scale. However, once frozen the employee cannot move more than one step the following year.
- 9.10 Any paraeducator whose job responsibilities mandate that he/she take students out into the community without a certified teacher shall receive an \$8.00 TAS payment in addition to their base hourly rate for any hour they are solely responsible for supervising students engaged in such field activities.
- 9.11 When a paraeducator covers a class for a minimum of fifteen (15) continuous minutes, said employee shall receive their regular hourly rate plus an additional five dollars (\$5.00) an hour. No more than one paraeducator in the same classroom shall be eligible to receive this additional amount for the same time period. This provision shall not apply to pre-kindergarten paraeducators.

- 9.12 When a paraeducator is asked by an administrator to supervise students or otherwise assist the Board of Education at a school activity beyond her/his regular work day, the employee shall receive her/his regular hourly rate of pay for all hours worked.

## **ARTICLE X**

### **HOLIDAYS**

- 10.1 All employees shall be entitled to observe with full pay the following holidays:

- A. New Year's Day
- B. Martin Luther King Day
- C. Presidents' Day
- D. Good Friday
- E. Memorial Day
- F. July 4<sup>th</sup> (if assigned to work the day immediately before and the day immediately after the holiday)
- G. Columbus Day
- H. Veteran's Day
- I. Thanksgiving Day
- J. The day after Thanksgiving Day
- K. The day before or the day after Christmas Day (as determined by the Board)
- L. Christmas Day

In addition to the holidays set forth above, Labor Day will be observed as a paid holiday in any school year in which the student school day begins prior to Labor Day. If the Board's adopted calendar includes Three Kings Day as a school holiday, then all bargaining unit employees shall be entitled to observe this holiday with pay.

In the event the Board's adopted school calendar does not recognize any of the above holidays as a paid day off, then the employee shall be provided the equivalent number of paid floating holidays to be used at his/her discretion with prior notice at least ten (10) days in advance, subject to a limitation of no more than ten (10) bargaining unit members taking the same day off as a floating holiday. Requests for time off for floating holidays shall be processed and approved on a first come, first served basis; however, if multiple requests are received on the same day in excess of the ten permitted requests for the same day, then approval shall be granted on a seniority basis. Requests for time off for floating holidays may be processed any time after the Board adopts the applicable calendar.

- 10.2 Holidays falling on a Saturday shall be celebrated on the preceding Friday; holidays falling on a Sunday shall be celebrated on the following Monday, unless school is in session.
- 10.3 Should an employee be required to work on a holiday as established in this Agreement, said employee shall be paid double time for all hours worked.

- 10.4 Any unanticipated holiday or day of mourning declared by the Superintendent of Schools and celebrated by all other bargaining units of Board employees shall be granted to the members of this bargaining unit.

## **ARTICLE XI**

### **BENEFITS**

- 11.1 The employee will be permitted to enroll in all health and medical insurance programs and shall have the option to purchase additional insurance for family coverage at group rates subject to conditions imposed by the carriers (if any), with such coverages to be paid by the employee who so elects through payroll deduction unless otherwise provided below. New employees shall not be eligible for insurance benefits until ninety (90) calendar days from the date of hire.
- 11.2 The Board will provide group term life insurance in the amount of \$20,000 for the employee only. The Board will also provide Accidental Death and Dismemberment benefits of \$20,000 for the employee.
- 11.3 (a) Effective July 1, 2014, the Board shall implement a High Deductible Health Plan/Health Savings Account (HSA Plan) as set forth in Appendix C.

An employee shall pay the following premium contributions for individual, individual plus one or family coverage:

<b>Employee Contribution</b>	<b>18-19</b>	<b>19-20</b>	<b>20-21</b>
High Deductible Health Plan	7.0%	8.0%	9.0%

The Board will not fund any portion of the deductible under the High Deductible Plan. Effective June 30, 2021, the Board will not process employee contributions into employees' health savings accounts, unless the Board and the Union mutually agree otherwise.

Employees enrolled in the high deductible health plan must remain in the plan for the entire year unless an IRS-approved qualifying event can be documented.

- 11.4 The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided the overall level of benefits, when considered as a whole, remains substantially comparable to the overall level of benefits in effect immediately preceding any such change.
- 11.5 The Board also will provide for all eligible employees Blue Cross Full Service Dental Plan with riders A, B and C. Effective, July 1, 2018, the employee's contribution for dental

insurance shall be 20.0% of the total cost of such insurance. Effective, July 1, 2019, the employee's contribution for dental insurance shall be 21.0% of the total cost of such insurance. Effective, July 1, 2020, the employee's contribution for dental insurance shall be 22.0% of the total cost of such insurance.

- 11.6 If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, the parties agree to open negotiations over an insurance plan that will reduce the cost of the plan to under the excise tax thresholds or reduces the amount of any applicable excise tax. Other negotiated subject matter shall not be subject to this reopener provision.

## **ARTICLE XII**

### **FRINGE BENEFITS**

#### 12.1 Sick and Personal Leave

- A. All bargaining unit members shall receive fifteen (15) sick leave days at the beginning of each school year and may accumulate up to a maximum of one hundred and eighty-five (185) days. Notwithstanding the foregoing, any employee who has accrued more than one hundred and eighty-five (185) sick days as of June 30, 2007, shall not be permitted to accumulate any additional sick days on or after July 1, 2007 unless and until such time as the employee's total sick leave accumulation falls below one hundred and eighty-five (185) days. Sick leave days used by an employee in any contract year shall first be charged to the employee's 15-day sick leave allotment for that year, prior to any charge against the employee's accumulated sick leave. Accumulated sick leave shall be determined on the basis of such employee's service with the Board since the most recent date of hire. Effective upon ratification and approval by the Board of Education, accrued sick leave may be used in one (1) hour increments.
- B. Sick and personal leave days may be used for the following reasons:
1. Personal illness or physical incapacity.
  2. Enforced quarantine of said employee.
  3. Illness or physical incapacity within such employee's immediate family or a member who is domiciled within the employee's home. Up to a maximum of ten (10) sick days per year may be used for such family illnesses unless FMLA paperwork is filed with and approved by Human Resources in which case the employee must continue to use all accrued sick leave during the approved FMLA period. For the purpose of this section, immediate family is defined as spouse, parent, step-parent, grandparent, grandchild, brother, sister, child, stepchild.

4. Up to a total of five (5) personal days per year will be granted for absence for business beyond the individual's control which cannot be conducted outside of school hours. Except in emergencies, the request for such leave must be made at least five (5) business days prior to such leave by the individual to the Director of Human Resources, acting as designee of the Superintendent. Leave under this paragraph (4) will be granted for the following reasons:
  - a. Court appearance where the individual is a party or being subpoenaed.
  - b. House or mortgage closing of the employee's principal residence.
  - c. Wedding of employee or member of the immediate family.
  - d. Graduation of employee or member of the immediate family.
  - e. Funeral not covered in Funeral Leave.
  - f. Absence for business beyond the individual's control and which cannot be conducted outside of school hours.
  - g. One (1) personal day without reason, but such day shall not be taken before or after a scheduled school closing or holiday.
- C. The Board reserves the right to limit the number of consecutive days allowed under #4 in paragraph B hereinabove. Personal days shall not be used to extend vacations.

#### 12.2 Long Term Leaves of Absence

- A. Leave of absence without pay may be granted by the Board for a limited definite period not to exceed one year, for the following reasons:
  1. For health reasons, upon advice of a physician.
  2. For other personal reasons subject to the review and recommendation of the Superintendent to the Board of Education.
- B. Application for such leave of absence must be made in writing, stating the reason for the request and the length of time desired. A leave of absence expires automatically at the date of expiration approved for the leave. If an extension is required, the Board must approve it. It is expected that, as far as possible, leave will be so arranged as to begin or end at the close of a school year. Employees may continue their existing health insurance coverage during their leave, up to a maximum of twelve weeks, or upon the expiration of their accrued sick leave, whichever is later, by paying the current employee contribution. The twelve week maximum shall



include sick and personal leave and Family Medical Leave. Employees whose leave exceeds twelve weeks and who have exhausted their sick leave and Family Medical Leave shall be entitled to continue their existing health insurance coverage during the balance of their leave by paying seventy-five (75%) percent of the cost of such coverage. Such provision shall be for a maximum of one (1) calendar year. Any leave of absence granted pursuant to this Section shall run concurrently with sick and personal leave and Family Medical Leave.

### 12.3 Funeral Leave

- A. In the event of a death in the immediate family of an employee covered by this agreement, she/he shall be granted up to three (3) consecutive working days' leave with pay for preparation and attendance at the funeral. The immediate family for purposes of this section shall be defined as spouse, mother, father, sister, brother, children, father-in-law and mother-in-law, grandparent, grandchild, stepparent, stepchild, stepgrandchild, or any other relative who is an actual member of the employee's household. One day special leave with full pay shall be granted for death of a brother-in-law or sister-in-law. Exceptions may be granted at the sole discretion of the Director of Human Resources.
- B. One (1) Federation representative shall be entitled to leave with full pay to attend the funeral of a deceased member of the bargaining unit.

### 12.4 Jury Duty

All paraeducators required to serve on jury duty will receive full salary 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.

### 12.5 Religious Leave

Up to three (3) full days of paid leave may be granted to employees for the celebration of Religious High Holidays not addressed in Section 10.1.

### 12.6 Accident Benefits

- A. Employees who are eligible to receive benefits for temporary total disability under the Workers' Compensation Act will be permitted to make up the difference between such workers' compensation benefits and their regular net pay by charging the difference to their accumulated sick leave on a pro-rated basis.
- B. If a paraeducator is absent because of illness of a contagious communicable disease, other than the common cold or flu, traceable to contact made in school and verified by the school system's health officer, the absence will not be charged against that paraeducator's sick leave.

12.7 Maternity/Child-Rearing Leave

- A. The Board agrees to abide by the provisions of any applicable state or federal law concerning disability maternity leave.
- B. Unpaid child-rearing or adoptive leave for purposes other than disability must be requested in writing prior to the time disability sick leave due to pregnancy commences or the adoption of a minor child, whichever is applicable.
  - 1. Child-rearing or adoptive leave shall commence at the end of disability sick leave as determined by medical authority, as applicable.
  - 2. If disability sick leave commences between September 1 and January 31, the child-rearing leave shall extend for the remainder of the year. Notification of intent to return shall be submitted by April 1 of the calendar year in which the employee plans to return. Failure to notify constitutes a resignation.
  - 3. If the disability sick leave commences between February 1 and August 31, the child-rearing leave shall extend for the remainder of the school year and may extend for the next full school year if the employee elects to do so in writing at the time the leave is requested. Notification of intent to return shall be submitted by April 1 of the calendar year in which the employee plans to return. Failure to notify will constitute a resignation.
- C. The paraeducator will be reinstated to a position for which the individual is qualified provided such person's status has not been affected by Article XIV of this Agreement.
- D. Bargaining unit members who go on an approved leave for more than fifty (50%) percent of the school year will remain at their current step for the following year.
- E. Employees may continue their existing health insurance coverage during their child-rearing and/or child-bearing leave, up to a maximum combined total of twelve weeks, by paying the current employee contribution. The twelve week maximum shall include sick and personal leave and Family Medical Leave. Employees whose leave exceeds the maximum combined total of twelve weeks and who have exhausted their Family Medical Leave shall be entitled to continue their existing health insurance coverage during the balance of their child-rearing or child-bearing leave by paying seventy-five (75%) percent of the cost of such coverage. Such provision shall be for a maximum of one (1) calendar year. Child-rearing and/or child-bearing leave shall run concurrently with sick and personal leave and Family Medical Leave.
- F. Credit towards longevity will not be granted for this leave.

- G. Sick leave not used during disability leave shall be restored upon return to the system.

### **ARTICLE XIII** **VACANCIES AND TRANSFERS**

- 13.1 If the Board decides to fill vacancies in existing positions, or newly created jobs, they shall be posted within ten (10) business days of their occurrence. Postings shall include the following information regarding the available position: school, hours, qualifications, job classification, program, salary, and general job responsibilities. Such notices shall be posted on bulletin boards in schools and the Central Office Bulletin Board, for a period of six (6) business days. Copies of all postings shall be given to the Federation President. Paraeducators who have been awarded a job posting may not post into a new position for one (1) school year.
- 13.2 Except as provided in Section 13.3 below, in filling a vacancy as a result of a posting as set forth in Section 13.1 above, the Board will consider all bargaining unit candidates, and shall use the following criteria in filling such vacancy: seniority and qualifications. If in the opinion of the Director of Human Resources two or more bargaining unit members are equal in qualifications, the most senior employee shall be appointed to the vacant position. If no bargaining unit applicant is deemed qualified, then candidates from outside the school system may be considered.
- When requested by the Federation, the Board shall provide reasonable justification and explanation why an internal candidate was excluded from being awarded the position to fill the vacancy.
- 13.3 Vacancies in existing or new positions, which the Board wishes to fill, that occur after the first day of school shall be posted according to the preceding section. Bargaining Unit members may apply for said positions, but for reasons of continuity of instructional programs, or to satisfy other educational purposes, the Board may fill the positions from outside the bargaining unit, provided that any laid off member of the bargaining unit who is qualified for the position has been recalled. Exceptions to this section shall be vacancies, which occur after June 1st, and prior to the second Monday in August, which shall be filled according to Section 13.2 above.
- 13.4 No involuntary transfer of paraeducator other than Instructional Paraeducators, or for reasons associated with inclusion, will occur after the first day of school, except in emergency circumstances such as death, resignation, or emergency school closing, or by agreement with the affected paraeducator after consultation with the Federation. Before an involuntary transfer is made, consideration may be given first to those paraeducators who have expressed a desire to transfer.

- 13.5 When an involuntary transfer is necessary, the transfer shall be made only after a meeting between the paraeducator, a Federation representative if the paraeducator so desires, and the Director of Human Resources is held, at which time the paraeducator will be notified of the reasons for the transfer. The paraeducator involuntarily transferred shall be the least senior employee in that category/program within the building losing the paraeducator position.
- 13.6 In the event that a position is eliminated for the up-coming school year, the Board shall make every reasonable effort to notify the affected paraeducator as soon as possible.

#### **ARTICLE XIV**

#### **REDUCTION IN FORCE AND LAYOFFS**

- 14.1 In the event a reduction in force becomes necessary, the employee with the least seniority in the bargaining unit shall be laid off first, unless otherwise specified below. The specific procedures for reduction in force are as follows:
- A. If one or more employees are displaced due to elimination of their positions, the employees shall have a choice of any available positions in order of seniority, with the most senior employee having the first choice, provided the employee is capable of performing that work.
  - B. If there is no available position, each employee shall be permitted to exercise his/her seniority rights to replace the employee who has the least seniority in the bargaining unit, provided the employee is capable of performing that work, or shall be laid off and be placed on the recall list.
  - C. If it is not possible to identify which employee's position has been eliminated, the position held by the least senior employee in such a position shall be presumed to have been eliminated.
- 14.2 Paraeducators who are laid off shall be placed on a recall list for a period of one year, and shall be reemployed on the basis of length of service. When employees are to be recalled, the first to be recalled shall be those last laid off, provided that such employees recalled are capable of doing the work then available.
- 14.3 Except as provided in Section 7.2, seniority shall be defined as an employee's continuous length of service with the Board from said employee's most recent date of hire, regardless of hours worked.
- 14.4 Seniority shall not diminish during any period of layoff during which a person has recall rights, but no additional seniority shall accrue.
- 14.5 Any person on the recall list who declines an offer of reemployment or who fails to respond in writing to a notice of an opening within ten (10) calendar days after mailing shall be

deemed to have refused to accept reemployment and shall be removed from the recall list. Personnel who are reemployed from a recall list shall be entitled to reinstatement of sick days, length of service credit and placement on the salary schedule at the level above the level held when laid off, if such layoff takes place at the end of the school year. If layoff and reemployment transpire within the same school year, employees shall be entitled to placement on the same pay level as when they were laid off.

#### **ARTICLE XV** **DISCIPLINE/DISMISSAL**

- 15.1 All disciplinary action must be for just cause, and shall be applied in a fair manner.
- 15.2 Employees shall be given a written notice of any disciplinary action within thirty (30) days of the conclusion of the Board's investigation of the incident. Copies of all notices of discharge shall be mailed to the Federation three (3) working days after due notification to the employee.

#### **ARTICLE XVI** **NO STRIKE CLAUSE**

- 16.1 The Federation agrees that it will not call, authorize, instigate, sanction, or condone any strike, slowdown, or stoppage of work during the period of this Agreement or any extension thereof.

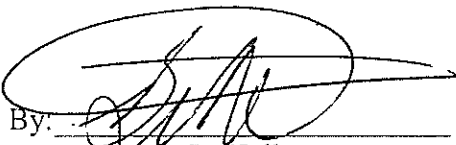
#### **ARTICLE XVII** **DURATION**

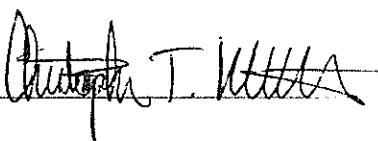
- 17.1 This Agreement contains the full and complete agreement between the Board and the Federation. Neither party will be required during the term thereof to negotiate upon any issue in this Agreement.
- 17.2 This Agreement may be altered or modified only by mutual agreement of the parties hereto in writing.
- 17.3 This Agreement shall take effect July 1, 2018 and shall remain in full force and effect through June 30, 2021, and shall automatically renew itself for an additional term of one year and all provisions shall remain in effect with the same force as with the original term.
- 17.4 The parties agree to contact each other on or before March 1, 2021 to schedule negotiations for a successor Agreement.

- 17.5 In the event that any portion or portions of the Agreement are found to be illegal, void or voidable, it is agreed that such finding will have no effect on the remaining portion or portions of this Agreement.

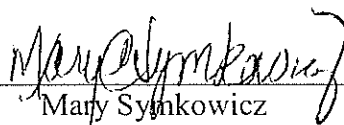
**IN WITNESS WHEREOF**, the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representative this 21<sup>st</sup> day of May, 2018.


East Hartford Board of Education

By:   
Bryan R. Hall  
Chairperson

Witness 

East Hartford Federation of Paraeducators  
AFT, Local #4257, AFT/CT

By:   
Mary Sytkowicz  
President

Witness 

## APPENDIX A SALARY SCHEDULE

Wage increases take place on the following dates each year during the contract: upon signing retroactively to July 1, 2018, and then July 1, 2019, and July 1, 2020. To be eligible for a retroactive wage increase, the bargaining unit member must be employed by the Board on the date this agreement is ratified.

Step	7/1/2017	7/1/2018 +3.0%	7/1/2019 +1.0%	7/1/20 +0.5%
<b>1</b>	14.04	14.46	14.61	14.68
<b>2</b>	14.42	14.85	15.00	15.08
<b>3</b>	15.50	15.97	16.12	16.21
<b>4</b>	16.52	17.02	17.19	17.27
<b>5</b>	17.56	18.09	18.27	18.36
<b>6</b>	18.84	19.41	19.60	19.70

**APPENDIX B**  
**LONGEVITY**

- B-1 Paraeducators who have completed ten (10) years of service with the East Hartford Public Schools shall receive a longevity payment of three hundred dollars (\$300) on or about July 1 for those who celebrate an anniversary between July 1 and December 31, or on or about January 1 for those who celebrate between January 1 and June 30.
- B-2 Paraeducators who have completed eight (8) years of service with the East Hartford Public Schools shall receive a longevity payment of two hundred dollars (\$200) on or about July 1 for those who celebrate an anniversary between July 1 and December 31, or on or about January 1 for those who celebrate between January 1 and June 30.
- B-3 Paraeducators who terminate their employment at the end of the school year and who have an anniversary date which occurs after the last day of school, but before January 1 (of the following school year), shall receive their full longevity benefit.
- B-4 Employees hired on or after July 1, 1996 will not be eligible for longevity payments.



## APPENDIX C

### HIGH DEDUCTIBLE HEALTH PLAN HEALTH SAVINGS ACCOUNT

*THIS IS A BRIEF SUMMARY OF THE BENEFITS COVERED UNDER THE PLAN. IT IS NOT INTENDED TO BE A COMPLETE LIST OF BENEFITS*

<b>COST SHARE PROVISIONS</b>	<b>In-Network Member pays:</b>	<b>Out-of-Network Member pays:</b>
Annual Deductible ( <i>single/ family</i> )	\$2,000 / \$4,000	
Coinsurance	Not applicable	20%
Coinsurance Maximum ( <i>single/ family</i> )	\$4,000/ \$8,000	\$4,000/\$8,000
Lifetime Maximum	Unlimited	Unlimited
Single Deductible must be satisfied before any Covered Services		
	<b>In-Network After Annual Deductible Member pays:</b>	<b>Out-of-Network After Annual Deductible Member pays:</b>
<b>PREVENTIVE CARE</b>		
Well child care	No cost share	Deductible & Coinsurance
Adult Physical examinations	No cost share	Deductible & Coinsurance
<b>Other Preventive Screenings:</b>		
Routine gynecological care: pap smear & pelvic exam	No cost share	Deductible & Coinsurance
Mammography, Prostate, colorectal, colonoscopy, lipid & diabetic	No cost share	Deductible & Coinsurance
Hearing & Vision screening	No cost share	Deductible & Coinsurance
Immunizations and Vaccinations (other than those needed for travel)	No cost share	Deductible & Coinsurance
<b>HOSPITAL SERVICES</b>		
<b>All Inpatient Admissions</b>	Deductible	Deductible & Coinsurance
Specialty Hospital 100 days per member per Calendar Year – additional visits are available once maximum is met, subject to Out of Network cost shares	Deductible	Deductible & Coinsurance
<b>Outpatient Surgery</b> in a licensed ambulatory surgical center	Deductible	Deductible & Coinsurance
<b>DIAGNOSTIC SERVICES</b>		
Diagnostic lab and x-ray	Deductible	Deductible & Coinsurance
High Cost Diagnostic Tests MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	Deductible & Coinsurance
<b>THERAPY SERVICES</b>		
<b>Outpatient Rehabilitation</b> Outpatient Rehabilitation and restorative physical, occupational, speech and chiropractic therapy for up to 50 combined visits per Calendar Year. Additional visits are available once maximum is met, subject to Out of Network cost shares.	Deductible	Deductible & Coinsurance
<b>Allergy Office Visit/Testing</b>	Deductible	Deductible & Coinsurance
Allergy Injections – Immunotherapy or other therapy treatments	Deductible	Deductible & Coinsurance

<b>MEDICAL EMERGENCY/URGENT CARE SERVICES</b>		
Emergency Room Treatment Emergency cost share waive if the Member is admitted directly to the Hospital from the emergency room	Deductible	Deductible & Coinsurance
Ambulance- Land & Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule	Deductible	Deductible & Coinsurance
<b>PHYSICIAN MEDICAL/SURGICAL SERVICES</b>		
Medical Office Visits	Deductible	Deductible & Coinsurance
Services of a Physician or Surgeon (Other than a medical office visit.	Deductible	Deductible & Coinsurance
	<b>In-Network After Annual Deductible</b> <i>Member pays:</i>	<b>Out-of-Network After Annual Deductible</b> <i>Member pays:</i>
<b>MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES</b>		
<b>Outpatient Treatment for Mental Health Care and Substance Abuse Care</b>	Deductible	Deductible & Coinsurance
<b>Inpatient Hospital Services</b> In a Hospital or Residential Treatment Center for Mental Health Care	Deductible	Deductible & Coinsurance
<b>Inpatient Rehabilitation Treatment for Substance Abuse Care</b> In a Hospital or a Substance Abuse Treatment Facility	Deductible	Deductible & Coinsurance
<b>OTHER MEDICAL SERVICES</b>		
<b>Skilled Nursing Facility</b> Up to 120 days per Calendar Year	Deductible	Deductible & Coinsurance
<i>Private Duty Nursing</i> Limited to \$15,000 per Plan Year	Deductible	Deductible & Coinsurance
<i>Immunizations and Vaccinations for Travel</i>	Deductible	Deductible & Coinsurance
<i>Prescription Drugs</i> <b>Retail Pharmacy:</b> The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.  Diabetic equipment, drugs, and supplies.	Deductible	Deductible & Coinsurance
<b>Mail Order Pharmacy:</b> The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 90 day supply.  Diabetic equipment, drugs, and supplies.	Deductible	Deductible & Coinsurance

<b>Prescription drugs –after deductible</b> <i>(when purchased from network pharmacy)</i>	<u>Retail (30 day supply)</u> \$10 Tier 1 co payment \$25 Tier 2 co payment \$40 Tier 3 co payment  Mail Order (90 day supply) \$10 Tier 1 co payment \$50 Tier 2 co payment \$80 Tier 3 co payment	
<b>Human Organ and Tissue Transplant</b> Unlimited Maximum	Deductible	Deductible & Coinsurance
Home health care Nursing and therapeutic services limited to 200 visits per calendar year  Home health aide services limited to 80 visits tat (applicable to the 200 visit limit)  <b>In the Home Hospice Medical Social Services</b> under the direction of a Physician Up to \$420	Deductible  Deductible  Deductible	Deductible & Coinsurance  Deductible & Coinsurance  Deductible & Coinsurance
<b>Infusion Therapy</b> Unlimited lifetime maximum	Deductible	Deductible & Coinsurance
<b>Durable Medical Equipment and Prosthetic Devices</b>  <b>Hearing Aid Coverage</b> Available for dependent children age 12 years and under with a maximum of 41,000 within a two year period  Diabetic equipment and supplies	Deductible	Deductible & Coinsurance
<u>Ostomy Related Services</u>	Deductible	Deductible & Coinsurance
<b>Hospice Care ( Inpatient)</b>  <u>Wig</u> Up to \$500 maximum per Member per Plan Year	Deductible	Deductible & Coinsurance
<b>Specialized Formula</b>	Deductible	Deductible & Coinsurance
Infertility Services – covered only to the levels pursuant to State of CT mandate  Office Visits Outpatient Hospital Inpatient Hospital Infertility Drugs The maximum supply of a drug for which benefits will provided when dispensed under any one prescription is 30 day supply	Deductible	Deductible & Coinsurance
<b>Maternity</b>	Deductible	Deductible & Coinsurance

**Dependent Maximum age is 26 years.**

**Notes to Benefit Descriptions**

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT, OT, ST, and chiropractic services limited to 50 combined visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- For a complete list of exclusions and limitations, please reference your Certificate of Coverage

*This does not constitute your health plan or insurance policy. It is only a general description of the plan.*

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made between the East Hartford Board of Education (the "Board") and the East Hartford Federation of Paraeducators, AFT Local #4257, AFT/CT, AFL-CIO (the "Federation")(collectively, the "Parties").

WHEREAS, Section 5.5 of the collective bargaining agreement between the Parties provides "Unless a greater rate is provided for per the terms of this Agreement, premium overtime, which is defined to mean payment of one and one-half (1 ½) times the employee's straight time hourly rate, shall be paid to regular full-time employees and regular part-time employees for each hour, or portion thereof, worked in a work week in excess of thirty-five (35) hours for general budget positions, thirty-seven and one-half (37.5) hours for grant funded positions.";

WHEREAS, the Adult Education department would like the ability to employ Paraeducators after school hours to assist with their programs and pay interested Paraeducators at their regular straight time hourly rate; and

THEREFORE, the Parties hereby agree as follows:

1. Notwithstanding Section 5.5 of the collective bargaining agreement between the Parties, any Paraeducator working for the Adult Education department in addition to their responsibilities at a school as a Paraeducator during school hours shall be paid the employee's straight time hourly rate.
2. All other provisions of Article V shall apply.
3. This Memorandum of Agreement shall become effective upon signature by both Parties.

East Hartford Board of Education

East Hartford Federation of Paraeducators  
Local # 4257

By: \_\_\_\_\_  
Dr. Mark Zito  
Superintendent

By: \_\_\_\_\_  
Mary Symkowicz  
President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

