

AGREEMENT

between the

WEST HARTFORD BOARD OF EDUCATION

and the

**WEST HARTFORD FEDERATION OF
EDUCATIONAL PERSONNEL**

July 1, 2014

to

June 30, 2018

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AGREEMENT

between the

WEST HARTFORD BOARD OF EDUCATION

and the

WEST HARTFORD FEDERATION OF EDUCATIONAL PERSONNEL

Local #3819, AFT, AFL-CIO

This agreement is made and entered into by and between the WEST HARTFORD BOARD OF EDUCATION (hereinafter referred to as the "Board") and the WEST HARTFORD FEDERATION OF EDUCATIONAL PERSONNEL, Local #3819, AFT, AFL-CIO, (hereinafter referred to as the "Federation").

ARTICLE I

RECOGNITION

- 1.1 The Board recognizes the Federation as the exclusive representative of all regularly-scheduled paraprofessionals, Summer School Paraprofessionals, Bus Monitors and Off Campus Job Coach Paraprofessionals (WAAVE/Achieve) employed by the West Hartford Board of education who work twenty (20) or more hours per week for the purpose of bargaining wages, hours, and other conditions of employment. The Federation recognizes and agrees that the right to decide who is employed for summer school or bus monitors rests solely with the Board of Education. The Board recognizes and agrees that any paraprofessional accepting a summer school and/or bus monitor position will do so strictly on a voluntary basis and cannot be assigned any of these positions.
- 1.2 The position of paraprofessional does not require a professional certificate but is supportive to the teaching-learning process or to the administrative process.

ARTICLE II

BOARD OF EDUCATION RIGHTS

- 2.1 Except as expressly provided otherwise by the terms of this Agreement, the establishment and the administration of educational policies, the operation of the schools and the direction of all employees covered under this unit are vested exclusively in the Board acting by itself or through the Superintendent of Schools or his/her designees.

ARTICLE III

FEDERATION RIGHTS

3.1 Union Security

- A. During the term of this Agreement, all employees in the bargaining unit, upon completion of twenty (20) workdays actually worked following the date they are hired, shall, as a condition of employment, either become members of the Federation or pay to the Federation a service fee equivalent to the membership fee.
- B. The Board agrees to deduct from the wages of any paraprofessional covered under this unit, who so authorizes, membership dues or service fee payable to the Federation. Those paraprofessionals who work during summer school shall have dues deducted for each week that they work during the summer.
- C. The Federation shall notify the Board in writing by no later than June 30 of any change in the rate of membership dues and service fee for the ensuing twelve-month period July 1 through June 30.
- D. The deduction of membership dues and service fees for any twelve month period July 1 through June 30 shall be scheduled as follows:
 - 1) authorization received between July 1 and August 15--there shall be twenty (20) equal monthly deductions September through June
 - 2) authorization received between August 16 and October 15--there shall be sixteen (16) equal monthly deductions November through June
 - 3) authorization received between October 15 and January 15--there shall be ten (10) equal monthly deductions February through June
 - 4) The Board shall not be required to honor any authorizations in the period January 16 through June.
- E. The Federation shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, attorney's fees or other costs which may arise out of, or by reason of, actions taken against the Board as a result of the enforcement or administration of 3.1.
- F. The Superintendent of Schools shall make available to the Federation President one (1) copy of his recommended general appropriation budget; the Board of Education shall make available to the Federation President one (1) copy of the

summary of changes it makes in the Superintendent's recommended general appropriation budget.

- G. The Superintendent or his designee and representatives of the Union will meet regularly in September, December, March and June at dates and times to be scheduled at the preceding June meeting, and any time either party requests a special meeting, for the purpose of maintaining communication between the Administration and the Union and working to resolve problems and to improve the status and the effectiveness of paraprofessionals. The Superintendent or his designee and the President of the Union will prepare the agenda each meeting in advance of the meeting. Both parties may bring to such meetings persons most responsible for or involved in matters to be considered.
- H. The Board will allow each Federation Co-President or his/her designee up to three (3) days/year to attend Federation Conferences, conventions or quarterly meetings during the work year. The Federation must inform the Board of the date, place and purpose of the leave ten (10) workdays in advance.

3.2 Board Agendas and Minutes

The Superintendent of Schools shall make available to the Federation Co-Presidents up to a maximum of five (5) copies of the agenda of Board of Education meetings and up to a maximum of five (5) copies of approved minutes of Board of Education meetings.

ARTICLE IV

GRIEVANCE PROCEDURE

4.1 Definitions

Grievance is hereby defined to mean:

A. Type A

A dispute between an employee or the Federation and the Administration or the Board concerning the interpretation or application of this Agreement.

B. Type B

A complaint by an employee that an action taken or refused by an administrator is unfair.

4.2 Procedure

A. Level One - Principal or Immediate Supervisor (Type A and Type B Grievances)

Any employee that feels that he/she has a grievance shall discuss it first with his/her immediate superior in an attempt to resolve the matter informally at that level.

B. Level Two - Superintendent of Schools (Type A and Type B Grievances)

1) In the event that such employee is not satisfied with the disposition of his/her grievance at Level One, or in the event that no decision has been rendered within five (5) calendar days following the final meeting at Level One, the employee may advance his/her grievance to the Superintendent of Schools. The grievance shall be submitted in writing stating:

- a. the facts;
- b. the provision or provisions of this Agreement allegedly misinterpreted or misapplied or the basis for claiming an action taken or refused by an administrator is unfair;
- c. the remedy sought.

Such written statement must be received by the Superintendent within ten (10) calendar days following the final meeting at Level One.

2) The Superintendent or his designee shall meet with the aggrieved employee within (10) calendar days following receipt of the written statement of grievance. The Superintendent or his designee shall render a decision--such decision to be received by the grievant within seven (7) calendar days following the final meeting at Level Two.

C. Level Three

1) Type A Grievances - Binding Arbitration

- a. In the event that such employee is not satisfied with the disposition of his/her grievance at Level Two, such grievance may be presented by the Federation to the American Arbitration Association for arbitration in accordance with the Rules and Procedures of the American Arbitration Association.
- b. The Federation must notify the Superintendent in writing of its intention to submit a grievance to arbitration within fifteen (15) calendar days following receipt of the decision of the Superintendent at Level Two and must commence the process for

arbitration within five (5) calendar days following receipt of such notification by the Superintendent.

- c. The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all the terms of the Agreement. He/she shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this Agreement, unless the same is contrary to law.

2) Type B Grievances - Advisory Arbitration

- a. In the event that such employee is not satisfied with the disposition of his/her grievance at Level Two, such grievance may be presented by the Federation to the American Arbitration Association for arbitration in accordance with the Rules and Procedures of the American Arbitration Association.
- b. The Federation must notify the Superintendent in writing of its intention to submit a grievance to arbitration within fifteen (15) calendar days following receipt of the decision of the Superintendent at Level Two and must commence the process for advisory arbitration within five (5) calendar days following receipt of such notification by the Superintendent.
- c. The sole power of the arbitrator shall be to receive evidence of the facts of the grievance and hear arguments of the Parties following which he/she shall render to the Superintendent the Board and the Federation his/her findings of the facts of the grievance and his/her advisory opinion as to whether an action taken or refused by an administrator is unfair.
- d. The Board or at least three (3) members thereof shall meet with the employee and the Superintendent and/or his designee within two (2) calendar weeks following receipt of the arbitrator's report.
- e. Based on the arbitrator's findings of fact and the information acquired in the meeting with the employee and the Superintendent and/or his designee, the Board shall affirm or modify the decision rendered by the Superintendent or his designee.
- f. The Board shall render a decision by no-later than the regular meeting of the Board next following its meeting or the meeting of three members with the employee.

g. The decision of the Board shall be final.

4.3 Miscellaneous

- A. The Board and the Federation agree that:
- 1) every reasonable effort should be made to resolve grievances at the administrative level most directly involved.
 - 2) nothing herein contained shall be construed as limiting the right of any member of the unit having a grievance to discuss the matter informally with any appropriate member of the administration provided that no settlement is reached that is in violation of any provision of this Agreement.
- B. A grievance that affects a group or class of members in the Unit may be submitted only by the Federation and the processing of group or class grievances shall commence at Level Two.
- C. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at any level should be considered as maximum and every effort should be made to expedite the process. The time limits specified at all levels may be extended by the mutual agreement of the Superintendent of Schools and the President of the Federation.
- D. Any grievance not presented for disposition through the grievance procedure set forth above within fifteen (15) workdays of the occurrence of the condition giving rise thereto, or within fifteen (15) workdays of the employee's or the Federation's notice or knowledge thereof, 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 the decision of a grievance within the specified time limits shall mean that the grievant accepts the decision and the grievance has been resolved.
- E. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- F. No reprisals of any kind shall be taken by either party or by any of the administration against anyone by reason of participation in the grievance procedure.
- G. The Federation reserves the right to be present at, any step of the grievance procedure.

- H. All costs and expenses of arbitration shall be borne equally by the Board and the Federation.

ARTICLE V

WORKING CONDITIONS

- 5.1 The paraprofessional work year will consist of the students' school calendar year. Working hours will be 32.5 hours per week (20 hours for part-time paraprofessionals). If a paraprofessional exceeds 32.5 hours per week (20 hours if part-time) they will submit a time card for the extra hours not to exceed 40 hours. If the paraprofessional exceeds 40 hours in a week, the paraprofessional shall receive one and on-half times their hourly rate for those hours.
- 5.2 Employment Status and Annual Work Hours
 - A. Paraprofessionals shall be informed in writing by July 1, if possible, but no-later-than July 15 if their employment is not to be continued in the ensuing work year. This in no way precludes the right of the Board to terminate the employment of a paraprofessional.
 - B. Each paraprofessional whose employment is to continue in the ensuing work year shall be informed in writing by no-later-than August 1 of the total number of work hours expressed as number of workdays multiplied by assigned hours per workday he/she will be employed in that work year. The Board shall not reduce this total number of work hours between the period August 1 and the end of the ensuing work year except that in the event the annual appropriation to the Board is reduced after August 1, the Board may reduce the total hours of paraprofessionals in positions that are more than 1,000 hours in a work year to 1,000 hours and may reduce the total hours of paraprofessionals in positions that are less than 1,000 but more than 720 hours in a work year to 720 hours. This in no way precludes the right of the Board to eliminate paraprofessional or aide positions between the period August 1 and the end of the ensuing work year.
 - C. While the Board may alter the daily and/or weekly work hours of a paraprofessional during the work year, it shall not reduce the weekly work hours below twenty (20) hours. Changes in work hours shall be discussed with the paraprofessional before any change is implemented. The Board will consider extenuating circumstances which make the change difficult or impossible for the employee.
- 5.3 Paraprofessionals who work five (5) hours or more in a workday shall be allowed in addition a paid duty-free period of thirty (30) minutes to eat. The scheduling of such periods shall be determined by the Superintendent or his/her designee(s). If a paraprofessional on a field trip does not take a duty-free lunch period, the

paraprofessional will be given an equivalent amount of time off at a mutually agreed upon time. Such time not to be accumulative and to be used within ten (10) workdays of the occurrence. Paraprofessionals request for time will not be unreasonably denied.

- 5.4
 - A. When the school day is shortened due to an emergency closing, the workday of the paraprofessional shall be shortened accordingly with no loss of wage. When the school day is canceled due to an emergency closing, the paraprofessional shall not be paid. For the purposes of this provision, emergency closing shall mean that the school day is shortened or cancelled due to inclement weather.
 - B. If the principal ascertains that employees in this category can be released earlier than the people they service, he/she may do so at his/her discretion.
- 5.5
 - A. A special education paraprofessional may not be diverted to other duties when actively engaged in service to a special education class.
 - B. A paraprofessional may relieve a teacher for good and sufficient reasons only; however, whenever a special education teacher must be relieved for more than one period, (44) minutes, he/she shall notify the principal in order that the principal may arrange to have a certified person assume responsibility when possible.
 - C. Paraprofessionals who are legally qualified to serve as teacher substitutes may accept or refuse an offer to do so. Paraprofessionals who serve as teacher substitutes shall be paid the Board of Education per diem rate for teacher substitutes.
 - D. Whenever a paraprofessional who is qualified to assume the duties of a secretary, substitutes for a secretary for a consecutive block of time equal in duration to at least two of the secretary's workdays, he/she shall be paid an hourly wage rate twelve percent (12%) higher than his/her hourly wage rate as a paraprofessional for each consecutive work hour he/she substitutes for the secretary.
 - E. Whenever a paraprofessional assumes the duties of a special education, Extraordinary Needs or ABA paraprofessional for a consecutive block of time equal in duration to at least two of the special educational paraprofessional, Extraordinary Needs or ABA paraprofessional workdays, he/she shall be paid the hourly wage rate for the special education paraprofessional, Extraordinary Needs or ABA paraprofessional at the same step the paraprofessional is being paid. When a paraprofessional returns to his or her regular duties, he/she shall return to the hourly rate he/she received prior to assuming the duties of a special education, Extraordinary Needs or ABA paraprofessional.
- 5.6 A paraprofessional shall not be expected or required to render first aid.

- 5.7 A. Each September each teacher shall be given a letter from the Assistant Superintendent delineating the restrictions contained in 5.5, 5.6, 5.7 and 5.8 above. This letter also states the availability of bulletin board space.
- B. In advance of assuming playground duty, paraprofessionals shall know who the responsible certified employee is and how to communicate with him/her.
- 5.8 Prior to being assigned to lift or assist in lifting pupils, special education paraprofessionals shall be trained for the particular type of lifting or assistance required by a person qualified to provide such training.
- 5.9 Paraprofessionals shall be allowed to sign up for Board CSI and other courses which have space available. All requests must be approved by her/his supervisor. The paraprofessional will not be paid for any time spent attending said courses which is in addition to his/her normal workday.

5.10 Professional Development

All workshops for professional growth and development outside the paraprofessional workday that are approved by the Superintendent or his /her designee in writing shall be voluntary and the Board agrees to pay the paraprofessional their regular hourly rate for attendance at these workshops.

5.11 Reimbursement for Replacement of Personal Property

The Board will reimburse employees' up to \$150 for the cost of repair or replacement of personal property damaged or destroyed during the performance of the employee's duties. Such personal property shall consist of eyeglasses, watches, and/or clothing. Reimbursement shall be made upon the filing of proper documentation of report to the direct supervisor.

5.12 Restraint Training Stipend

Any paraprofessional who volunteers, and is selected by the Board for restraint training, and is subsequently trained, shall be eligible for an annual stipend of \$250. The Director of Pupil Services or his/her designee shall annually prepare a list of paraprofessionals who shall receive said stipend. This list will be provided to the Federation President Annually. The criteria to be utilized in this determination shall be that the paraprofessional is trained, and that there is a reasonable expectation that this skill will be utilized in the paraprofessional's assignment. Once this determination is made, the appropriate paraprofessionals shall receive the annual stipend within thirty (30) days following the completion of the restraint training, or by October 15th of each school year.

ARTICLE VI

EMPLOYMENT STATUS

6.1 Vacancies

- A. A vacancy is a position that is newly established and budgeted or open as a consequence of a person being transferred to another position or leaving the employ of the Board for reasons other than lay off. No vacancy exists if there are employees in the position category that has openings who are eligible for recall or who are without assignment because of reduction in the number of positions. The administration will consider the preferences of such employees in assigning them to open positions for which they qualify.
- B. Any vacancy during the basic work year in a position covered under this Agreement shall be posted in each school in a space reserved for paraprofessional communications. Such posting shall be made by no-later-than the sixth (6th) workday following the opening of the vacancy. The posting shall state the qualifications and duties of the position. An interim vacancy occurring after March 1 in a school year shall be excluded from this provision for that school year.

Outside the basic work year, announcements of vacancies shall be available in the Human Resources Office. copy of each new announcement will be sent to President of the Union the day it is issued. Any employee who annually by June 1 states in writing to the Director of Human Resources that he/she wishes to be notified of such announcements, and provides a current address, shall be so notified by mail.

The Administration shall not be required to post or announce as a vacancy any open position that it does not intend to fill or any open position that was filled within the preceding thirty (30) workdays. The Administration shall inform the Union by the position designation of any open position it does not intend to fill and any open position it does not post or announce as a vacancy because it was filled within the preceding thirty (30) workdays.

- C. The Superintendent or his designee will consider the qualifications of and interview all employees who apply for a vacancy before announcing the vacancy outside the school system. In addition, provided no one is on the recall list of the category under which a vacancy classifies, any person on either of the other two recall lists may apply for and will be considered for said vacancy. Any employee who applies for and is not assigned to a vacancy may request and shall be given the reasons that his/her application was denied.

- D. An employee who is chosen to fill a vacancy that opens during the school year because a position is newly established and budgeted or a person leaves the employ of the Board for reasons other than layoff will be transferred to the open position provided in the judgment of the Superintendent or his designee such transfer will not cause undue disruption.
- E. An employee who applies for and is chosen to fill a vacancy that opens during the school year because of a transfer will not be transferred to the open position except at the discretion of the Superintendent or his designee.
- F. When a new employee is hired, notification shall be sent by the Human Resources Office to the officers of the Federation (President, Treasurer, and Secretary).
- G. Effective July 1, 2002, there will be a 90-day probationary period for new hires, during which period the new employee shall not be eligible for contract protections, personal leave, or paid holidays.

6.2 Layoff

- A Layoff because of reduction in number of positions shall be determined within each of the following categories by seniority:
 - a. Regular Instruction
 - b. Special Education
 - c. Extraordinary
 - d. ABA Trained
 - e. Clerical/Special Services
- B. Seniority shall be defined as an employee's length of service in the bargaining unit since their most recent date of hire. Probationary employees shall have no seniority during the period of their probations, but at the expiration of such period they shall immediately accrue seniority from their date of hire.
- C. Within each category, no regular employee shall be laid off because of reduction in positions until all part-time employees (20 hours per week or less) have been laid off.
- D. In lieu of layoff, an affected employee may elect to displace any less senior employee in the bargaining unit in any lower job category provided he or she is qualified. Such replaced employee may exercise the same right.
- E. A maximum of five (5) officers of the Union as designated by the Union shall have top seniority within their respective category in the event of layoff and recall.

Any period of leave granted by the Board shall be recognized to be part of continuous current employment.

6.3 Recall

- A Recall to employment following layoff because of reduction in number of positions shall be determined within the following categories:
 - a. Regular Instruction
 - b. Special Education
 - c. Extraordinary
 - d. ABA Trained
 - e. Clerical/Special Services
- B. The name of any regular employee who is laid off because of reduction in number of positions shall be placed on a reemployment list for his/her category and remain on such list until July 31 of the second calendar year following layoff.
- C. Within each category, the order of recall shall be reverse the order of layoff.
- D. No person shall be newly employed in a category until all persons on the reemployment list of that category have been re-employed or have declined two offers of reemployment. If a person on the reemployment list declines two offers of reemployment, his/her name shall be placed at the bottom of the reemployment list.
- E. The length of continuous employment with the West Hartford Board of Education recognized at the time an employee is laid off because of reduction in shall be recognized when and if the employee resumes employment through recall.

6.4 General

It is recognized that the Board of Education shall not be bound by the layoff and recall provisions of this Article when it terminates the employment of a bargaining unit member for cause. An employee who in the past five years worked as a regular employee at least 90 consecutive workdays in a category other than the one in which he/she currently works shall be included in that category for purpose of determining lay off and recall.

6.5 Discipline

- A. Any disciplinary action an administrator may take against an employee shall be for just cause.
- B. Whenever an administrator notifies a paraprofessional to attend a meeting for disciplinary reasons, the administrator shall inform the paraprofessional of his/her right to have a Federation representative present at the meeting.

- C. Whenever an administrator notifies a paraprofessional to attend a meeting for disciplinary reasons, he/she shall inform the president of the Federation of such notification within two (2) days of its issuance.
- D. No record of complaints or discipline against any employee shall be kept in the employees personnel file unless the affected employee is given an opportunity to sign and receives a copy of such complaint or letters. A copy shall also be provided to the Union President. The employee will be afforded the opportunity to put on record any statement he/she wishes to make about said written statements and such rebuttal shall be placed in the employee's official personnel file.

ARTICLE VII

LEAVES OF ABSENCE

7.1 Sick Leave

- A. All employees shall be granted a maximum of twelve (12) workday absences without loss of wages annually because of personal illness.
- B. Unused sick leave may be accumulated from year to year of continuous employment to a maximum of one hundred (100) workdays. Accumulated unused sick leave shall be determined annually as of August 1.
- C. New employees shall be granted a proportionate number of sick leave days from the date of employment to August 1.
- D. If requested by the Superintendent, an employee shall provide a certificate from his/her physician confirming that his/her absence is or has been due to illness when the employee has been absent five (5) or more consecutive workdays or ten (10) or more nonconsecutive workdays.
- E. The Superintendent shall have the right to deny an employee who has been absent because of illness ten (10) or more consecutive workdays or fifteen (15) or more nonconsecutive workdays to return to work until his/ physician certifies in writing that he/she is capable of returning to work and resuming his/her duties fully.
- F. An employee shall not lose sick leave days when absent under worker's compensation.
- G. Upon retirement under the Town pension and plan, an employee shall be paid the equivalent of half (1/2) of his/her total accumulated sick leave to a maximum of thirty-five (35) days provided that this benefit does not conflict with any

provisions of the pension and retirement plan of the Town of West Hartford. Such payment shall be based on the employee's then current regular-time daily wage rate. This provision shall not apply to employees hired or after July 1, 2014.

- H. Upon death, and provided the deceased has been under the employ of the Board at least 180 workdays prior to his/her death, his/her estate shall be paid the equivalent of one-half (1/2) of his/her total accumulated sick leave to a maximum of twenty-five (25) days. Such payment shall be based on the deceased employee's regular-time daily wage rate at the time of his/her death.
- I. On voluntary termination of employment, a paraprofessional who has completed at least ten (10) consecutive years of employment with the Board and is sixty years of age or older shall be paid the equivalent of one half (1/2) of his/her total accumulated sick leave to a maximum of twenty (20) days. Such payment shall be based on the employee's then current regular-time daily wage rate.
- J. Employees shall be granted a bonus for perfect attendance in a given school calendar year according to the schedule below. Perfect attendance will not be interrupted by authorized bereavement leave, Jury duty leave, holidays, military leave or authorized union business.

Bonus schedule for Perfect Attendance

1 year	\$200
2 years	\$400
3 years or more	\$600

7.2 Authorized Leave

- A. When absence from work is necessary and unavoidable because of any of the following conditions, shall be authorized the maximum number of workday absences indicated without loss of wages in the annual period August 1 through July 31:
 - 1) bereavement
 - a) a maximum of three (3) workdays for death in the immediate family (spouse, son, daughter, parent, sister, brother, grandparent, grandchild, aunt, uncle, mother-in-law, father-in-law, sister-in-law or brother-in-law or any long-term member of the employee's household); a maximum of one (1) of the these days may be taken in the case of death of a close friend.
 - b) The Superintendent or his designee may consider authorizing additional leave in cases in which travel is required and such travel

would result in the employee needing more time than three (3) workdays.

2) family illness

a maximum of three (3) workdays for illness in the immediate family (spouse, son, daughter, parent or any relative by blood or marriage who is long-term member of the employee's household - in addition, the employee may use up to two (2) sick leave days if available.

3) holy days

a maximum of two (2) workdays for formal religious observance of a holy day.

4) personal

a) a maximum of one (1) workday. The parties recognize that while there can be circumstances when an employee must be absent for personal reasons, this type of situation is exceptional.

b) an employee shall be authorized less than a full workday. In such cases, a half day or less shall be charged as a half day and more than a half day shall be charged as a full day.

5) jury duty

A paraprofessional shall be paid his/her regular hourly wage for each work hour of each workday he/she serves jury duty by mandate up to his/her maximum daily wage minus any per diem amount he/she is paid for jury duty.

B. Authorized leave shall be non-cumulative from year to year.

C. When practicable, the employee shall notify the Superintendent or his designee in advance of his/her need to take authorized leave. When such notification is not practicable, the employee shall inform the Superintendent or his designee in writing of the reason for his/her absence as soon as possible, but not more than two (2) days following his/her return to work. Failure to fulfill either of these requirements shall result in loss of wages for each day of absence.

D. A newly hired employee shall not become eligible for personal leave benefits under this Article until he/she has worked sixty (60) workdays.

7.3 Pregnancy, Childbearing and Childrearing Leave

- A. Applicable provisions of the Connecticut Statutes shall apply concerning leave for disability resulting from pregnancy and childbirth.
- B. The Board may grant Childrearing leave without wages or premium cost sharing of insurance programs for balance of a work year following the period of disability for pregnancy and childbearing. The employee shall have the right to continue his/her insurance at his/her own expense.

ARTICLE VIII

COMPENSATION

8.1 Wage Schedules (See Appendix A.)

- A. Regular instruction, in-house suspension, clerical and administrative paraprofessionals. The salary schedules shall be improved as follows:

2014-15. Retroactive and effective 7/1/2014 step movement for all employees not on maximum step, and a 2.0% wage increase to all employees;

2015-16. Effective 7/1/2015 step movement for all employees not on maximum step, and a 2.25% wage increase to all employees;

2016-17. Effective 7/1/2016 step movement for all employees not on maximum step, and a 2.5% wage increase to all employees;

2017-18. Effective 7/1/2017 step movement for all employees not on maximum step, and a 2.5% wage increase to all employees;

- 8.2 The Board agrees not to employ new hires above step one (1) of the applicable wage schedule except that persons previously employed by the Board as paraprofessionals within the past five years, and who are rehired in the same category they were in at the time their employment terminated, shall be placed on the same wage schedule step they were on (or its equivalent) at the time their employment terminated.
- 8.3 Each employee, except an employee at the maximum step, shall advance one step on the appropriate wage schedule as of July 1, provided he/she was continuously employed in the school calendar year immediately preceding on a regular (no part-time) basis prior to February 1 through the end of the school calendar year. The period of time an employee is on childrearing leave shall not be recognized for step advancement.

8.4 Reclassification

- A. An employee who is reclassified to a high classification level shall be placed one step beyond the step of the new classification the salary of which is equal to (or, if there is no such salary, the salary that is next highest to) the salary he/she was receiving when reclassified.
- B. An employee who is reclassified to a lower classification level shall be placed on the step of the new classification the salary of which is equal to (or, there is no such salary, the salary that is next highest to) the salary he/she was receiving when reclassified.

C Reclassification

Any Paraprofessional may request a job audit if he/she believes the competencies required and responsibilities of his/her work assignment vary significantly from the definition of the position in which he/she is assigned.

This request must be a written request to the Superintendent or his/her designee. The Superintendent or his/her designee shall render a decision on the request as soon as practicable, but no later than 120 days following the date of the request. The decision of the Superintendent or his/her designee may be submitted to the grievance procedure Type A - Level Three (3).

8.5 Longevity

An employee shall receive the applicable annual longevity amount on the first pay day following his/her anniversary date of employment provided he/she fulfills the applicable conditions of longevity.

An employee whose anniversary date of employment follows the last workday of the work year but precedes the first workday of the ensuing work year and who's employment terminates subsequent to the last workday of the work year but prior to the first workday of the ensuing work year shall receive the applicable annual longevity amount within thirty (30) days following termination.

Conditions of Longevity	Longevity Amount
Completion of 7 to 9 years continuous employment on a regular (not part-time) basis as a paraprofessional	\$400
Completion of 10 to 14 years continuous employment on a regular (not part-time) basis as a paraprofessional	\$700

Completion of 15 to 19 years continuous employment on a regular (not part-time) basis as a paraprofessional	\$900
Completion of 20 or more years continuous employment on a regular (not part-time) basis as a paraprofessional	\$1,000

8.6 Mileage Reimbursement

A paraprofessional who is required to use his/her automobile in his/her work assignments shall be reimbursed for the mileage involved at the prevailing GSA rate.

8.7 Wage Payments

Each employee covered by this Agreement whose base work year is ten (10) months shall have the option of being paid his/her annual salary in twenty (20) payments plus one (1) balloon check.

This option shall not be subject to cancellation during any annual salary period and shall continue in effect unless the employee notifies the Payroll Office by June 30 that he/she is cancelling the option effective commencing in the ensuing annual salary period.

Direct Deposit. Effective July 1, 2015, all employees shall be paid by direct deposit. Employees hired before July 1, 2015 may request in writing to opt out of direct deposit. All such requests shall be granted provided the employee submits his or her request in writing to the Executive Director of Human Resources by August 15th of each school year.

Bus Monitor Stipends. The Bus Monitor Stipends shall be as follows:

2015-16	\$12.50 per run
2016-17	\$13.00 per run
2017-18	\$13.50 per run

ARTICLE IX

INSURANCE

9.1 Benefits

A. Health

The health insurance plans shall be provided through the third party administrator services of Anthem Blue Cross and Blue Shield, with the exception of

prescription drug coverage, which shall be administered by Caremark.

The Board shall provide three options to all eligible employees. Employees may choose from the following: (1) Century Preferred (PPO), (2) BlueCare Plus (HMO), or (3) effective, July 1, 2015, a Lumenos Health Savings Account Preferred Provider Plan (HSA) as described in Appendix B [Will need to insert information on HSA]

1. Century Preferred Plan (PPO)

Century Preferred Plan is a preferred provider organization plan providing two levels of benefits. The Board may substitute a comparable plan if agreed to by the Federation. Such consent shall not be withheld except for just cause. The issue of just cause shall be subject to review through the grievance arbitration provision of this Agreement. No change shall be implemented prior to the completion of arbitration, if required.

The employee shall pay annually 16.5% of the premium for this plan for the 2014-15 and 2015-16 contract years;

2016-17 Employees premium share contributions shall be increased to 17% for the PPO plan;

2017-18 Employees premium share contributions shall be increased to 17.5% for the PPO plan. The PPO plan design shall be changed as proposed by the Board and attached to this document.

2. BlueCare Plus Plan (HMO)

BlueCare Plus HMO (physician referral) Plan is a health maintenance organization. The Board may substitute a comparable plan if agreed to by the Federation. Such consent shall not be withheld except for just cause. The issue of just cause shall be subject to review through the grievance arbitration provision of this Agreement. No change shall be implemented prior to the completion of arbitration, if required.

The employee shall pay annually 11.5% of the premium for this plan for the 2014-15 and 2015-16 contract years.

2016-17 Employees premium share contributions shall be increased to 13% for the HMO plan;

2017-18 Employees premium share contributions shall be increased to 14% for the HMO plan.

3. Lumenos Health Savings Account Preferred Provider Plan (HSA)

Effective, July 1, 2015, employees shall have the have the option of enrolling in the Lumenos Health Savings Account Preferred Provider Plan (HSA), as described in Appendix B-1. The employee shall pay sixteen percent (16%) of the Lumenos HSA premium costs for the coverage for which he/she is eligible and which he/she selects. The Board shall pay the balance of this premium cost. The Board will contribute 50% of the annual HSA deductible deposit based on an annual total deposit of \$1,500 for an employee plan and \$3,000 for an employee plus one or family plan.

B. Dental

The dental insurance plans shall be provide through the third party administrator services of Delta Dental.

The Board shall provide a dual option choice to all eligible employees either of (1) Delta Premier or (2) Delta Preferred as described in Appendix B.

1. Delta Premier Plan

The Board shall pay an amount equivalent to ninety percent (90%) of the premium on the individual Delta Premier dental plan. The employee shall have the choice of individual, two person, or family coverage, and shall assume the premium costs above the Board's ninety percent (90%) of the Delta Premier premium cost on the individual Delta Premier plan.

2. Delta Preferred Plan

The Board shall pay an amount equivalent to 75% of the premium on the individual Delta Preferred dental plan. The employee shall have the choice of individual, two person, or family coverage and shall assume the premium cost on the individual Delta Preferred dental plan.

C. Change of Carrier

The Board may substitute comparable plans if agreed to by the Federation. Such consent shall not be withheld except for just cause. The issue of just cause shall be subject to review through the grievance arbitration provision of this Agreement. No change shall be implemented prior to the completion of arbitration, if required.

D. Group Life

For coverage up to the applicable maximum, the employee shall pay ten (10) percent of the premium cost. The Board shall pay the balance of the cost.

For any coverage available to the employee and that he/she chooses to purchase beyond the maximum coverage applicable for him/her, the employee shall pay one hundred (100) percent of the premium cost.

9.2 Section 125

The Board shall make an IRS Section 125 plan available to the employee making contributions for insurance benefits under 9.1 of the agreement.

9.3 Open Enrollment

Employees shall be permitted to change their participation in insurance programs only once annually during the open enrollment period in June, to be effective in September, unless there is a change in status (e.g. marriage, divorce, death).

9.4 Pension

Employees who are eligible to participate in the Pension Plan and do participate in the Pension Plan shall contribute 3%. There shall be no changes in the Defined Benefit Pension Plan for enrolled employees during the life of the contract, except as follows: Effective July, 1, 2015, employees who are eligible to participate in the Pension Plan shall contribute 3.25% of their gross income for 2015-2016, 3.75% of their gross income in 2016-17, and 4.0% of their gross income in 2017-18.

For bargaining unit employees who are Part B members of the Pension Plan, Section 30-12 of the Pension Ordinance shall be modified, effective May 1, 2006, to reflect the following:

1. Any member who is hired by the Board of Education on or after May 1, 2006 and shall have attained the age of 65 years and completed 15 years of credited service or attained the age of 62 years and completed 35 years of credited service shall be eligible for retirement from active service and for a normal unreduced retirement allowance.
2. Any member who is hired by the Board before May 1, 2006 and who retires on or after May 1, 2006 and who becomes eligible for a normal retirement by attaining at least the age of 55 and having at least 25 years of credited service or by attaining at least the age of 60 and having at least 10 years of credited service, and does not retire shall earn the following annual pension supplement for each full year beyond their normal retirement date:

<u>Years after Normal Retirement</u>	<u>Supplement Amount</u>
1	\$600
2	\$600
3	\$600

4	\$600
5	\$600
Each full year over 5	\$600

The above supplement will not be a survivor benefit. The supplement shall be made annually in a single payment during the month of July, starting the first of July after the employee's retirement date.

9.5 Long Term Disability

The Board shall offer long term disability insurance, provided the maximum monthly long term disability benefit shall be 60% of annual salary as of the last day worked, up to a maximum monthly disability payment of \$2,000 with a 90 day waiting period. Employees shall contribute 10% of the premium cost.

9.6 Excise Tax. 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.

ARTICLE X

HOLIDAYS

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

- New Year's Day
- Thanksgiving Day
- Day After Thanksgiving, Effective 2015-16 school year
- Christmas Day
- Martin Luther King Day
- Memorial Day
- Labor Day
- Columbus Day, Effective 2007-08 school year

10.2 Holidays falling on Saturday shall be celebrated on the preceding Friday. Holidays falling on Sunday shall be celebrated on the following Monday.

ARTICLE XI

EVALUATION

In accordance with Board procedure, the Board shall evaluate in writing the performance of each paraprofessional on an annual basis.

ARTICLE XII

DURATION

11.1 This Agreement shall be effective upon execution of the Agreement and shall remain in full force and effect through June 30, 2018, provided that any new insurance benefits will be implemented prospectively from the date of execution.

ARTICLE XIII

SAVINGS CLAUSE

12.1 If any provision or any portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and the remainder of the Agreement shall remain in full force and effect.

12.2 This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly authorized and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representatives on the ___ day of _____, 2015.

WEST HARTFORD BOARD OF EDUCATION

By _____
Its Chairperson

WEST HARTFORD FEDERATION OF
EDUCATIONAL PERSONNEL

LOCAL 3819, AFT, AFL-CIO

By _____
President

**APPENDIX A
PARAPROFESSIONAL WAGE SCHEDULE**

Regular Instruction				
Step	2014-15	2015-16	2016-17	2017-18
1	11.22	11.47	11.76	12.05
2	11.88	12.15	12.45	12.76
3	12.53	12.81	13.13	13.46
4	13.16	13.46	13.80	14.15
5	13.85	14.16	14.51	14.87
6	15.34	15.69	16.08	16.48

Special Education				
Step	2014-15	2015-16	2016-17	2017-18
1	11.59	11.85	12.15	12.45
2	12.64	12.92	13.24	13.57
3	13.72	14.03	14.38	14.74
4	14.84	15.17	15.55	15.94
5	15.89	16.25	16.66	17.08
6	17.95	18.35	18.81	19.28

Extraordinary				
Step	2014-15	2015-16	2016-17	2017-18
1	12.23	12.51	12.82	13.14
2	13.29	13.59	13.93	14.28
3	14.37	14.69	15.06	15.44
4	15.47	15.82	16.22	16.63
5	16.52	16.89	17.31	17.74
6	18.62	19.04	19.52	20.01

Off Campus Job Coach (WAAVE/Achieve)				
Step	2014-15	2015-16	2016-17	2017-18
1	14.23	14.51	14.82	15.14
2	15.29	15.59	15.93	16.28
3	16.37	16.69	17.06	17.44
4	17.47	17.82	18.22	18.63
5	18.52	18.89	19.31	19.74
6	20.62	21.04	21.52	22.01

ABA Trained				
Step	2014-15	2015-16	2016-17	2017-18
1	13.25	13.55	13.89	14.24
2	14.31	14.63	15.00	15.38
3	15.39	15.74	16.13	16.53
4	16.49	16.86	17.28	17.71
5	17.54	17.93	18.38	18.84
6	19.70	20.14	20.64	21.16

	Clerical/Special Services			
Step	2014-15	2015-16	2016-17	2017-18
1	14.28	14.60	14.97	15.34
2	14.94	15.28	15.66	16.05
3	15.59	15.94	16.34	16.75
4	16.22	16.58	16.99	17.41
5	16.91	17.29	17.72	18.16
6	18.52	18.94	19.41	19.90

APPENDIX B
Effective upon Execution

WEST HARTFORD BOARD OF EDUCATION

Description of Insurance Benefits

Paraprofessional Plan

<u>Plan Features</u>	<u>Century Preferred</u>		<u>BlueCare Plus</u>
	In-Network	Out-of-Network	
Deductible (per calendar year)	None	\$500 Individual \$1,000 Family Applies to all expenses	None
Out of Pocket Maximum (per calendar year)	N/A	\$4,000 Individual, \$8,000 Employee Plus One and Family	None
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Physician Services Office visits	100% after \$25 copay	80%	100% after \$25 copay
Periodic physical assessment; well baby to 6 years (includes 9 exams in the first two years of life beginning at birth); Pediatric/adult immunization; Routine physical exam limited to 1 per 12 months.	100% after \$25 copay	80%	100% after \$25 copay
Routine OB/GYN Exam (1 per year, including 1 pap smear & related lab fees, on a self- referral basis to a network provider)	100% after \$25 copay	80%	100% after \$25 copay
Routine Mammography	100%	80%	100%
*One baseline 35-39; *1 per year 40-49; *1 per year 50+ (Does not include charges for routine non-symptomatic mammography for females less than 35 years of age)			
Routine Eye Exam (1 per 12 months)	100% after \$25 copay	80%	100% after \$25 copay
Routine Hearing Exam (1 per 24 months)	100% after \$25 copay		100% after \$25 copay
Physician Hospital Services	100%	80%	100%
Allergy testing and treatment	100% after \$25 copay	80%	100% after \$25 copay

<u>Plan Features</u>	<u>Century Preferred</u>		<u>BlueCare Plus</u>
	In-Network	Out-of-Network	
Physician Services cont.			
Diagnostic X-ray and Laboratory (other than physicians office)	100%	80%	100%
Specialists (office visits)	100% after \$25 copay	80%	100% after \$25 copay
Surgery (other than physician office)	100%	80%	100%
Hospital Services			
Inpatient Coverage	100% after \$200 copay	80%	100% after \$200 copay
Outpatient Coverage	100% after \$200 copay	80%	100% after \$200 copay
Emergency Room	100% after \$125 copay (waived if confined)	100% after \$125 copay (waived if confined)	100% after \$125 copay (waived if confined)
Non-emergency Use of Emergency Room	Not covered	Not covered	Not covered
Mental Health Alcohol/Drug Abuse			
Inpatient coverage	100%	80%	100%
Outpatient coverage	100% after \$25 copay/visit	80%	100% after \$25 copay/visit
Other Covered Expenses			
Skilled Nursing Facility	100%, 60 days/calendar year	80%, 60 days/calendar year	100%, 60 days/calendar year if certified by PCP
Ambulance	100%	100% if medically necessary	100%
Private Duty Nursing	100% if medically necessary to max. of 70 shifts/year	80% if medically necessary to max of 70 shifts/year	100% if medically necessary as certified by PCP to max of 70 shifts/year.
Home Health Care (includes Medical Social Services up to \$200 per calendar year for terminally ill individuals)	100% 120 visits/calendar year	80%; 120 visits per calendar year	100% if certified by PCP 120 visits/calendar year
Prescription Drugs *Pharmacy	100% after copays of \$10 (generic)/ \$30 (brand preferred) / \$45 (non-preferred) Provided through Caremark Formulary	80%	100% after copays of \$10 (generic)/\$30 (brand preferred)/\$45 (non-preferred) Provided through Caremark Formulary

<u>Plan Features</u>	<u>Century Preferred</u>		<u>BlueCare Plus</u>
	<u>In-Network</u>	<u>Out-of-Network</u>	
Other Covered Expenses cont.			
*Mail Order	Mandatory after 3 fills at retail. 100% after copays of \$10 (generic)/ \$40 (brand preferred) / \$70 (non-preferred), 100 day supply Generic Required** Federal Legend Drugs, Insulin, Syringes, Needles, Disposable Diabetic Supplies, Compound Medications Provided through Caremark Formulary	N/A	Mandatory after 3 fills at retail. 100% after copays of \$10 (generic)/ \$40 (brand preferred) / \$70 (non-preferred), 100 day supply Generic Required** Federal Legend Drugs, Insulin, Syringes, Needles, Disposable Diabetic Supplies, Compound Medications Provided through Caremark Formulary
Durable Medical Equipment	100%	80%	100%
Short Term Rehabilitation	100% Acute Conditions only up to 60 days/calendar year	80% Acute conditions only up to 60 days per calendar year	100% Acute conditions only if certified by PCP up to 60 days/calendar year.
Hospice Care Inpatient	100% Maximum 30 days	80% Maximum 30 days	100% if certified by PCP Maximum 30 days
Outpatient	100% Maximum \$5,000	80% Maximum \$5,000	100% if certified by PCP Maximum \$5,000
Family Planning (includes physician & hospital expenses)			
*Voluntary Sterilization	100%	80%	100%
Vasectomy	100%	80%	100%
Tubal ligation	100%	80%	100%
*Voluntary Abortion	Covered as any other preferred/non preferred covered expense; e.g. office visit expenses payable same as regular office visit, inpatient expenses payable same as regular inpatient expense.		
*Infertility (except invitro & artificial insemination)	Covered as any other preferred/non preferred covered expense; e.g. office visit expenses payable same as regular office visit, inpatient expenses payable same as regular inpatient expense.		

*Combined maximum for in-network and out-of-network.

**Member pays copay plus cost difference between brand and generic if member requests brand and generic is available.

If you make an election change, it must be consistent with your change in status and **must be made within 31 days of the event**. For example, an employee who bears a child may change from husband and wife coverage to family coverage but not to single coverage.

DENTAL PLAN DeltaPremier

Calendar Year Deductible

- Per Person

\$50

• Family Aggregate Maximum	\$150
Preventive & Diagnostic (No Deductible)	100%
• Exams, Cleanings, Bitewing X-Rays (2 per calendar year per person)	
• Fluoride Treatment (For children to age 19)	
• Sealants (To age 16) & Space Maintainers	
Remaining Basic (After Deductible)	100%
• Fillings, Extractions, Root Canals (Endodontics)	
• Periodontal, Oral Surgery	
• Repair of Dentures & Removable Prosthetics	
Crowns & Prosthodontics (After Deductible)	50%
• Bridgework, Full & Partial Dentures	
• Crowns & Gold Restorations	
• TMJ	60%
Calendar Year Maximum (Per Person)	\$1,500
Periodontal Calendar Year Maximum (Per Person)	\$500
Orthodontia (Adult & Dependent Children)	
• Coinsurance	60%
• Lifetime Maximum	\$600

Dependent children are covered to age 19 (23 if enrolled as a full time student in an accredited school or university.)

Delta Dental has over 2,200 participating dentists in Connecticut and 107,000 participating dentists nationwide. You may use any fully licensed dentist under this plan. Participating dentists will be paid directly by Delta for covered services. Non-participating dentists will bill you directly, and Delta will make claim payment directly to you. You will maximize benefits and reduce paperwork by using a Delta participating dentist.

If you do not have a dentist, your plan administrator has a directory listing participating dentists. To get a current listing of participating dentists in any area, call 1-800 DELTA OK (1-800-335-8265) and provide your zip code to the representative. A directory will be mailed to your home. If you have Internet access, you may also visit our website at deltadentalnj.com to locate participating dentists.

At the time of your first appointment, tell the dentist that you are covered under this program and provide your group number and social security number. Your dependents, if covered, should provide the employee's social security number.

Claim questions and other information needs should be directed to Delta's benefits services department at 1-800-452-9310.

DeltaPreferred

If an in-network
DeltaPreferred
Provider is used

Out-of-
Network

Calendar Year Deductible	N/A	\$100
• Per Person		
Preventive & Diagnostic (No Deductible)	100%	50%
• Exams, Cleanings, Bitewing X-Rays (2 per calendar year per person)		
• Fluoride Treatment (For children to age 19)		
Remaining Basic (After Deductible)	80%	50%
• Fillings, Extractions & Root Canals (Endodontics)		
• Periodontal & Oral Surgery		
• Sealants (To age 16)		
Crowns & Prosthodontics (After Deductible)	60%	50%
• Crowns & Gold Restorations		
• Repair of Dentures & Removable Prosthodontics		
• Bridgework, Full & Partial Dentures		
Calendar Year Maximum (Per Person)	Unlimited	\$500
Orthodontia (Adults & Dependent Children)		
• Coinsurance	50%	N/A
• Lifetime Maximum	\$3,000	N/A

Dependent children are covered to age 19 (23 if enrolled as a full time student in an accredited school or university.)

Delta Dental has over 44,000 participating Preferred dentists nationwide. You may use any fully licensed dentist under this plan. Participating dentists will be paid directly by Delta for covered services. Non-participating dentists will bill you directly, and Delta will make claim payment directly to you. You will maximize benefits and reduce paperwork by using a Delta Preferred participating dentist.

Out of Network claims will be reimbursed based on the above out of network plan design, at a significantly reduced fee level. Significant balance billing to the patient will occur when an out of network provider is used.

If you do not have a dentist, your plan administrator has a directory listing participating dentists. To get a current listing of participating dentists in any area, call 1-800 DELTA OK (1-800-335-8265) and provide your zip code to the representative. A directory will be mailed to your home. If you have Internet access, you may also visit our website at deltadentalnj.com to locate participating dentists.

At the time of your first appointment, tell the dentist that you are covered under this program and provide your group number and social security number. Your dependents, if covered, should provide the employee's social security number.

Claim questions and other information needs should be directed to Delta's benefits services department at 1-800-452-9310.

APPENDIX C

SIDE LETTER

Co-Pay for Mail Order Diabetic Supplies

WHEREAS the negotiated agreement between the West Hartford Board of Education (the "Board") and the West Hartford Federation of Educational Personnel (the "Federation") includes a co-pay for diabetic supplies covered under the prescription drug plan and received through mail order;

WHEREAS the Federation has requested that the co-pay for diabetic supplies covered under the prescription drug plan and received through mail order not apply during the contract term;

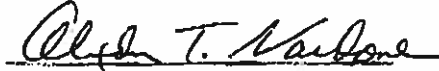
NOW, THEREFORE, the Board and the Federation agree as follows:

1. The required co-pay for diabetic supplies covered under the prescription drug plan and received through mail order will be waived for the life of the contract.
2. This agreement is without precedent and the required co-pay will be considered current contract language for the purposes of future negotiations.

WEST HARTFORD FEDERATION
OF EDUCATIONAL PERSONNEL



WEST HARTFORD BOARD OF
EDUCATION



9/27/06