

THE NEW BRITAIN BOARD OF EDUCATION
and
THE NEW BRITAIN FEDERATION OF PARAEDUCATORS,
LOCAL 2407, AFT-CT, AFL-CIO

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PREAMBLE

This Agreement is made and entered into by and between the New Britain Board of Education of the City of New Britain (hereinafter referred to as the "Board") and the New Britain Federation of Paraeducators, Local 2407, AFT-CT, ALF-CIO (hereinafter referred to as the "Federation").

ARTICLE I RECOGNITION

- 1:1 The Board recognizes the Federation as the exclusive bargaining representative of all those employees in the position designated "Paraeducator" for the purpose of negotiating with respect to salary schedules, fringe benefits and other conditions of employment. As of July 1, 2012, teaching Assistants will no longer be members of this bargaining unit.
- 1:2 A Paraeducator is a non-certified person employed by the Board whose assignment may consist of assisting certified professional employees in the classroom, working in the office or media center. It may also free the certified professional employee from such duties as proctoring study halls, and other non-professional activities, so as to allow him/her to make contribution to other aspects of the educational program, such as curriculum development.
- 1:3 In the event the Board creates additional Paraeducator positions during the life of this Agreement, persons filling such positions shall be represented by the Federal pursuant to Section 1:1 above.

ARTICLE II BOARD'S RIGHTS

- 2:1 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the public schools and direction of employees.
- 2:2 It is recognized that the New Britain Board of Education has and continues to retain, whether exercised or not, the sole unquestioned right, responsibility and prerogative to direct the operations of the school system in all its aspects, including but not limited to the following:
1. To establish or continue policies, rules, regulations, practices and procedures for the conduct of the New Britain Board of Education business,

and from time-to-time, to change and abolish such policies, rules, regulations, practices or procedures.

2. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part except that the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this Agreement.

ARTICLE III **FAIR PRACTICES**

- 3:1 The Board agrees that it will not discriminate against any Paraeducator on the basis of race, color, national origin, ancestry, citizenship status, age, gender, gender identity, marital status, present or past history of mental disability, mental retardation, learning disability or physical disability, religious creed, sexual orientation, parental status, genetic information, or membership or participation in or association with the activities of any Paraeducator employee organization.
- 3:2 The Federation agrees, in accordance with its constitution that it will not discriminate on the basis of race, color, national origin, ancestry, citizenship status, age, gender, marital status, physical or mental disability, religion, sexual orientation, parental status, genetic information, or membership or participation in or association with the activities of any Paraeducator employee organization.
- 3:3 Any alleged violation of the provisions of this article are not subject to the grievance procedure outlined in Article VIII but are instead subject to the Proper remedy through the Commission on Human Rights and Opportunities and appropriate courts.

ARTICLE IV **WORKING CONDITIONS**

4:1 **Work Hours**

- (A) The parties agree that the Paraeducator work year shall be a minimum of 180 workdays and the workday shall not fall below seven (7) hours per day, including a 30-minute duty free lunch break. The parties agree to meet and discuss the impact of any elimination by the State Board of Education of the 180 school day requirement. If the Board decides to make a change in the work year, a pro rata adjustment shall be made.
- (B) On those days when certified professional employees are dismissed early, Paraeducators will be allowed to leave when the certified professional employees are dismissed.

4:2 **Minimum Work Week**

Any Paraeducator employed as of the date of the Agreement and who continues to be offered employment shall work a minimum of twenty (20) hours per week.

4:3 **Flexible Work Schedule**

If it fits the needs of the school and there is a mutual agreement between the Paraeducator and his/her immediate supervisor, flexible work schedules may be established within the confines of the workday. This agreement must have the prior written approval of the Superintendent or his/her designee.

4:4 **Breaks**

Paraeducators are to be given one 20-minute, duty-free paid "break" each day. If the regular school day exceeds seven (7) hours, two 20-minute "breaks" will be granted each day.

4:5 **Notification of Employment**

The Board shall give notice by the last day of the students' school years to any bargaining unit member whose position is being discontinued for the following school years. In any year in which the budget is not adopted by the last day of the students' school year, the Board will provide such notice no later than July 7.

4:6 **Probationary Period**

Each person hired, as a full-time employee, shall have an initial probationary period of one hundred twenty (120) full working days. Within thirty (30) days of the initial one hundred twenty (120) working days, the employee shall receive a written interim evaluation, including, but not limited to, attendance and input from the classroom teacher and/or the immediate supervisor. Upon receipt of a written interim evaluation which indicates that the employee has not satisfactorily completed the initial probationary period, the probationary period may be extended by one more period of thirty (30) working days for a total of not more than one hundred fifty (150) working days. The employee shall receive a written interim evaluation within the first fifteen (15) workdays of the 30-day extension of his/her probationary period. During an employee's probationary period, he/she shall receive the benefits for which he/she is entitled under this Agreement, but during the probationary period, the Board may terminate his/her employment, with or without just cause, and without recourse to the grievance procedure.

4:7 **Legal Protection**

The Board shall protect and save harmless any Paraeducator from financial loss and expense in accordance with Connecticut General Statute 10-235, as it may be

amended from time to time. Any alleged violations of this section are not subject to the grievance procedures outlined in Article VIII.

4:8 **In-Service Workshops**

There shall be established a committee consisting of no more than four representatives from each party to this Agreement to develop an in-service program for Paraeducators for consideration by the Board for implementation. Every effort shall be made to provide the in-service schedule in written form prior to the start of the school year.

4:9 **Class Coverage**

Paraeducators should not be required to assume the duties and responsibilities of teachers. Therefore, every reasonable effort shall be made to avoid situations where Paraeducators are required to assume the duties and responsibilities of teachers. Reasonable efforts shall include attempts to secure a substitute teacher and/or attempts to use teachers on staff to cover the situation.

In the event that despite all the reasonable efforts referenced above, a Paraeducator shall be paid a class coverage stipend of seven dollars (\$7) for each class coverage, if he/she covers a scheduled class period, when the teacher is absent from the class for thirty (30) minutes or more for any of the following reasons:

- (1) Any and all classes for which the teacher is absent from school for any portion of the day or the full days;
- (2) PPT Meetings;
- (3) Special Education Meetings;
- (4) Grade Level Meetings;
- (5) Team Meetings;
- (6) Meetings with the Principal;
- (7) Parent Meetings;
- (8) Meetings with the Department of Children and Family Services;
- (9) Any training sessions.

4:10 **Inclement Weather**

When the school day opening is delayed due to hazardous weather conditions, Paraeducators are expected to arrive at school at their regularly scheduled time, but shall be given a reasonable opportunity to travel to work, based upon road conditions. If a Paraeducator is reasonably delayed in arriving at work, there shall be no loss of pay.

4:11 **Field Trips**

Paraeducators required to participate in field trips that extend beyond the normal workday shall be paid for such time, based upon their current regular wage rate.

4:12 **Pay Period**

The pay method for Paraeducators covered by this agreement shall be as follows:

Payment shall be received in 26 equal payments paid September through August of each school year.

Due to the fact that each fiscal year is not equally divisible by 26, it is necessary periodically to pay the annual salary in 27 equal installments rather than 26 equal installments.

4:13 **Dress Code**

The New Britain Board of Education believes all staff members are models for students. All school personnel should present a professional impression in their dress and appearance. Dress down days must be approved by the Superintendent.

ARTICLE V
LEAVES OF ABSENCE

5:1 **Sick Leave**

(A) **Paid Sick Leave**

Every regularly employed Paraeducator shall be entitled to fifteen (15) days of sick leave pro-rated, with full pay each year to be used for the employee's personal illness, medical appointments, or under the provisions of 5:8 below. Such leave not used in the year of service for which it is granted shall be cumulative to one hundred eighty (180) days for use in subsequent years.

(B) **Sick Leave Bank**

A sick leave bank is hereby established to be used primarily for extreme hardship cases. Any Paraeducator may contribute up to two days of sick leave to the bank each year, and any day contributed by a Paraeducator shall be deducted from his/her accumulation of sick leave. Each year a maximum of one hundred (100) days may be contributed to the sick leave bank provided that the sick leave bank shall not exceed a total of one hundred fifty (150) days. Days donated cannot come from days in excess of the 180 day school year. The sick leave committee shall consist of three (3) Paraeducators selected annually by the Union and three (3) administrators selected annually by the District. A quorum of four (4) committee members

shall be required to vote. A positive vote for the four-member committee shall be required to grant the leave. The committee shall develop procedures for applying and grant of sick leave from the bank. Said committee may consider among other things the serious nature and projected duration of the illness or disability involved and/or the applicant's prior record of sick leave use. The granting of any sick, leave days shall be by majority vote of the committee members voting and said vote shall be final.

(C) **Reimbursement for Unused Accrued Paid Sick Leave**

Upon retirement or death, a Paraeducator (or his/her estate) shall be paid an amount equal to thirty percent (30%) of the Paraeducator's accumulated unused sick leave.

5:2 **Jury Duty**

If a Paraeducator is called to jury duty, time shall be granted. Wages received for this period shall be equal to the employee's regular hourly wages for all regularly-scheduled work time. The amount received for such jury duty from the State shall be turned over to the School District.

5:3 **Bereavement Leave**

Paraeducators shall be entitled to bereavement leave with full pay and at no loss of sick leave as follows:

- (A) In case of death in the Paraeducator's immediate family, the Paraeducator shall be entitled to a maximum of five (5) days leave. Immediate family shall be defined as spouse, child, grandchild, parent, domestic partner, parent of spouse, and sibling (including such step relations).
- (B) In case of death of the Paraeducator's grandparent, aunt, uncle, niece, or nephew, the Paraeducator shall be entitled to a maximum of two (2) days leave (including such step relations).
- (C) A Paraeducator may be entitled to one (1) day for each funeral outside of those listed above, subject to the approval of the Superintendent.

5:4 **Leaves Without Pay**

Leaves of Absence without pay may be granted upon application by Paraeducators for a specific purpose and period of time, or in cases of extreme personal hardship, such as but not limited to, extended illness of the Paraeducator, illness of members of the immediate family, or other reasons, upon recommendation of the Superintendent and approval of the Board. Paraeducators may continue to receive

all health benefits while they are on unpaid leave, at the group rate (COBRA rate), at the employee's own expense, except when the provisions of the Family and Medical Leave Act of 1993, including any applicable amendments, apply.

5:5 **Maternity, Paternity, Adoption And Foster Care Leave**

Employees shall be entitled, if eligible, to maternity, paternity, adoption and foster care leave pursuant to the Family and Medical Leave Act of 1993, as set forth in the Board's Family and Medical Leave Policy, and the following additional procedures. All such leave will be counted against the employee's annual 12-week entitlement, if any, under the Family and Medical Leave Act.

(A) **Paid Child-Bearing Leave/Maternity Leave**

- (1) A female employee shall be entitled to use accrued paid sick leave during such time before the birth of the child for pre-natal care as necessitated by her physician.
- (2) The period of paid maternity (child-bearing) leave after the birth of the child shall be the length of time during which the employees' physician certifies that the employee is incapacitated from working. The employee shall provide a letter from her physician stating when the period of incapacity is anticipated to cease.

(B) **Adoption And Foster Care Leave**

An employee shall be entitled to use accrued paid leave as necessary for the purpose of effectuating the adoption or foster care of a child. After an employee exhausts his or her accrued paid leave, the employee shall be entitled to an unpaid leave of absence immediately following the adoption of a child or the placement of the child in the foster care of the employee in accordance with the Family and Medical Leave Act and will be entitled to additional unpaid leave for child-rearing as specified in (C) (2) below.

(C) **Unpaid Child-Rearing Leave**

- (1) An eligible employee shall be entitled to an unpaid leave of absence for child-rearing purposes immediately following expiration of the paid maternity (child-bearing) leave.
- (2) The child-rearing leave may continue for any or all of the first twelve weeks after the birth or adoption of the child (or placement of the child in the foster care of the employee) or for the balance of the school year during which the child was born. The employee may choose to continue the child-rearing leave for any or all of the first twelve weeks of the next school year in accordance with the

FMLA (i.e., up until the time the baby's first birthday) or may remain on such leave for the entire year.

- (3) Such employee must notify the Superintendent in writing on or before June 1 if she will return to work at the beginning or the next school year or continue the child-rearing leave into the next year, along with the date upon which the employee plans to return to work.

(D) **Paid Paternity Leave**

Employees shall use paid sick days and any available personal leave in accordance with the Board's FMLA policy and other provisions in this agreement.

5:6 **Paid Personal Leave**

(A) **Wedding, Graduation and Educational Event Leave**

Each Paraeducator shall be entitled to up to three (3) days per year without loss of pay or deduction from sick leave to attend weddings and graduations (high school and college graduation) in the immediately family and educational events involving the employee's child.

(B) **Personal Business Leave**

Each Paraeducator shall be entitled to up to two (2) personal days per year without loss of pay or deduction from sick leave for situations not under control of the Paraeducator or for personal business that cannot be conducted outside regular work hours. Unless there is a legitimate reason, personal days shall not be granted on the last work day before a holiday or the first work day after a holiday or to extend vacations. Personal days shall be requested on the appropriate form provided by administration.

- (C) Such requests for paid personal leave shall not be arbitrarily or capriciously denied.

5:7 **Religious Holiday Leave**

Each Paraeducator shall be entitled to up to three (3) days off without loss of pay or deduction from sick leave per year for religious holidays of the employee's faith where required by their religion.

5:8 **Family Sick Leave**

Paraeducators shall be granted time off, up to ten (10) working days, chargeable to sick leave, provided a medical certificate is furnished to the Superintendent or designee to provide care for an immediate family member as defined by the Family and Medical Leave Act, currently, parent, spouse, daughter or son.

5:9 **Superintendent's Discretion**

Nothing agreed to herein precludes the Superintendent from granting additional days off with or without pay, for circumstances not specifically covered or for circumstances specifically covered herein. The granting or denial of additional days off with or without pay is at the sole discretion of the Superintendent and is not grievable under Article VIII of this Agreement.

ARTICLE VI
VACANCIES, LAYOFFS AND RECALL

6:1 **Category** shall mean (a) instructional, (b) instructional bilingual, (c) non-instructional, and (d) non-instructional bilingual for Paraeducator positions.

6:2 **Seniority** shall mean total years of service in the New Britain School District from the last date of hire for all Paraeducator positions.

6:3 **Vacancies**

- (A) Any vacancies that arise after the previous posting within the District due to resignation, termination, retirement, transfer or creation of a new position will be posted on a vacancy list that will be made available to each member by June 1st and the second posting by July 15. The list will also include positions that the Board anticipates having, as reflected in the annual budget. Paraeducators seeking a change in assignment shall have five (5) calendar days from the date the vacancy list is made available to apply for said position in writing. Each Paraeducator may apply for up to four (4) vacant positions. Federation President(s) and Vice President(s) shall be invited to attend meetings concerning vacancy/placement process.
- (B) The posting for a position shall include the position's specific assignment, the building, hours, grade level (if applicable), and category.
- (C) In filling any vacancy in a category, any Paraeducator who has prior experience in such category may apply for such vacancy; seniority and demonstrated ability shall be the governing factors in determining who will get the assignment. In the event that no such person is assigned to the vacancy, any Paraeducator as well as any other person may apply for such vacancy.

- (D) All summer positions shall be posted, as described in subsection 6:3(B) for five (5) calendar days, whenever positions become known. Paraeducators who apply for said positions shall be granted placement based upon seniority within the system, provided the position is within the same category as the Paraeducator's school year position. Priority shall be given to the Paraeducator normally assigned as the one-to-one Paraeducator to the student if it is in the best educational interest of the student. Any Paraeducator, regardless of category, shall be given preference for said positions over outside hires. A Paraeducator who receives such a position shall be placed at the bottom of the seniority list by category for the subsequent year's summer positions, thereby creating a rotation by seniority in each category.

6:4 **Involuntary Transfers**

No transfers shall normally be permitted during the school year. Vacancies for openings which occur during the school year shall normally be filled on a temporary basis subject to Article 6:5 below.

Principals shall be allowed to move Paraeducators only to other positions in the same category within the building, and provided one of the following occurs:

- (A) A position is eliminated;
- (B) A Paraeducator is unable to meet the legitimate expectations of her/his position (a transfer based upon this condition shall not be considered a disciplinary action);
- (C) An emergency or unforeseen circumstance (a transfer based upon this condition shall continue only for the duration of the emergency);
- (D) Other legitimate operational needs of the district.

A written notice and explanation of the reason(s) for any transfer shall accompany all movements. This written explanation and notice shall be sent to the Federation President(s). Such notice shall be provided a minimum of one week prior to the effective date of the transfer or in cases of emergency within two weeks after the transfer. The employee or the Federation shall be able to grieve all such transfers to the Board Of Education level. The Federation shall be able to advance to arbitration a grievance regarding such a transfer solely on the basis that the transfer was arbitrary or capricious.

6:5 **Temporary Employees**

- (A) Temporary employees are defined as individuals who are hired on a temporary basis in a Paraeducator position for up to sixty (60) continuous

workdays. The Board reserves the right to extend the service of a temporary employee beyond sixty (60) continuous workdays for an additional period in unusual circumstances not to exceed thirty (30) continuous workdays. Such extensions shall be discussed in advance with the Federation.

The definition of temporary employee does not cover substitute Paraeducators who fill in for a regular Paraeducator who is absent from work.

- (B) A temporary employee who works up to and including sixty (60) continuous workdays shall be subject to a full probationary period as outlined in Article 4:6. A temporary employee who works sixty (60) continuous workdays and immediately serves any portion of a thirty (30) continuous workdays period shall not be subject to the probationary period as outlined in Article 4:6, if hired on a permanent basis.
- (C) Once a temporary employee is hired on a permanent basis (i.e. commences probationary period or works more than sixty (60) continuous workdays), he/she will be eligible for insurance and other fringe benefits and subject to all other rights under this Agreement.
- (D) For the purposes of Article 6:5, continuity shall not be broken by short, unavailable absences from work by the temporary employee.

6:6 **Layoffs**

In the event the Board deems layoffs necessary in any category of Paraeducators, the selection of employees to be laid off shall be determined using the following process:

- (A) A Paraeducator whose position is eliminated shall first be placed within the school within his/her current category if a vacancy exists within the school within the affected employee's category.
- (B) If no vacancy exists within the Paraeducator's category within the school, the least senior non highly qualified Paraeducator under the No Child Left Behind Act (NCLB) within the school in the affected category will be displaced out of the school and the Paraeducator whose position was eliminated shall be placed in the vacated position unless she/he is the least senior non highly qualified employee under the NCLB. Such placement is subject to the provisions of 6:7(A) above.
- (C) The Paraeducator who is displaced from the school shall then go to the vacancy list. If no vacancy exists in the Paraeducator's category, the

displaced Paraeducator shall bump the least senior non-highly qualified Paraeducator under the NCLB in his/her category within the system.

- (D) The Paraeducator who is displaced in his/her category and is qualified to work within another category shall be placed in a vacancy in said category if one exists. If no vacancy exists, the displaced Paraeducator shall bump the least senior Paraeducator in the category she/he is qualified for unless the less senior member has a skill set or training necessary to meet the needs of a student or students (for example, Braille or sign language).
- (E) A displaced employee who cannot be placed under the above subsections, may bump a more senior employee in her/his category, provided the more senior employee is placed in a position in a different category, for which the senior employee is qualified and which is currently vacant or filled by an employee with less seniority than the originally displaced employee.
- (F) Displaced employees whose positions have been eliminated due to budget reductions shall be assigned to positions within category for which they are qualified before employees awaiting recall are assigned.
- (G) **Super-seniority** - In the event of a lay-off, the leadership of the union president, vice president, treasurer and secretary shall be given super-seniority for the purposes of protecting the officers from lay-offs.

6:7 **Recall**

The recall procedure shall be as follows:

- (A) The names of all Paraeducators who have been laid off shall be placed on a recall list for a period of one (1) year. If a vacancy subsequently occurs, Paraeducators deemed highly qualified under the NCLB Act or otherwise fulfilling mandated requirements on the recall list shall be offered reemployment to the vacant position in the order of their seniority. Paraeducators must notify the personnel office in writing by April 1 of their desire to remain on the recall list for the following school year.
- (B) If a vacant position is in the category last held by the laid off employee, the laid off employee shall be offered the position.
- (C) If the vacant position is in a category other than that last held by the laid off employee, the laid off employee shall be offered reemployment to the vacant position if the administration determines him/her to be qualified and there is no position available in the category least held by the laid off employee.

- (D) Employees shall be placed in the position upon recall with all wages and benefit levels maintained at the same level and without loss of seniority.
- (E) The name of members on the recall list shall be sent to the Federation President by May 1st in order of recall.
- (F) Any Paraeducator will be moved from the recall list after the 2nd refusal.

ARTICLE VII
EVALUATIONS, FILES AND DISCIPLINE

The Board and the Federation agree that an evaluation of the Paraeducator is essential to uphold the standards of the New Britain School District.

7:1 Evaluations

The Board and the Union are in agreement that bargaining unit members who have completed their probationary periods should be evaluated on their job performance every year. Evaluations should normally be completed and forwarded to the Human Resources Office by June 1st of the year the evaluation is conducted. However, the three (3) schools with the largest number of Paraeducators shall normally complete their evaluations no later than five (5) school days prior the last day of school

All Paraeducators shall be evaluated annually. Through observation and consultation, this evaluation process will be as follows:

- (A) Each Paraeducator shall be presented with the evaluation criteria upon initial employment.
- (B) Informal conferences shall be held each year regarding each Paraeducator's performance. Every effort will be made to hold such informal conferences before February 1 each year.
- (C) All evaluations and a review with the Paraeducator should normally be completed no later than June 30 of the evaluation year, which will include discussion.
- (D) No evaluations are to be submitted to the personnel file without signature of the Paraeducator which must be done within two calendar weeks. The signature would not necessarily mean approval of the evaluation. A copy of the evaluation will be given to the Paraeducator after it is signed by all applicable parties.

- (E) A Paraeducator who is dissatisfied with his/her evaluation may request a conference with the evaluator's supervisor at which time he/she will be accompanied by a Federation representative if he/she so desires.

7:2 Personnel Files

All Paraeducator personnel files containing evaluations and materials relating to his/her performance shall be maintained under the following conditions:

- (A) Each employee shall be entitled to knowledge of and access to his/her entire personnel file.
- (B) Upon two work days' notice each employee shall have the right to review and request reproduction of material in his/her personnel file to which he/she is entitled by law. Reproductions of such materials may be made and the employee will be required to pay reasonable copying charges.
- (C) Each Paraeducator shall be notified of an initial any unfavorable correspondence before it is placed in his/her personnel file. A copy of the document will be given to the Paraeducator. The Paraeducator shall also be given the opportunity to respond to it within two calendar weeks. Any response will be placed in the Paraeducator's personnel file with the document containing the materials.

7:3 Just Cause

No employee (except probationary employees) shall be disciplined or discharged except for just cause. Discipline shall be defined as verbal or written reprimand, suspension or termination.

7:4 Notice of Arrest

If any employee is arrested for a crime against a person, sexual assault, child abuse or family violence, he/she shall notify the Chief Human Resources Officer not later than one business day following the arrest. This information shall be kept confidential.

ARTICLE VIII
GRIEVANCES

8:1 Informal Disposition of Problems

The parties recognize that the informal disposition of problems is often preferable to formalized proceedings. Therefore, Paraeducators are encouraged to seek the assistance of the Federation representative in order to achieve informal dispositions of problems.

8:2 **Definition**

- (A) A grievance shall mean a complaint by an employee that (1) he/she has been treated unfairly or inequitably; (2) there has been a violation, misinterpretation, misapplication or infringement upon the provisions of this Agreement, established policy, or written practice.
- (B) As used in the Article, the term “employee” shall mean (1) an individual employee, (2) a group of employees having the same grievance, or (3) the Federation.

8:3 **Procedure**

- (A) Any employee who decides either alone or with the assistance of the Federation that he/she has a grievance shall discuss it with his/her immediate supervisor in an attempt to resolve the matter informally at that level.
- (B) If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within ten (10) school days of such discussion, he/she shall set forth his/her grievance in writing to the principal or if the grievance results from an action of a school official higher than the rank of principal, the grievant may set forth his/her grievance in writing to that official specifying:
 - (1) The nature of the grievance;
 - (2) The results of previous discussion;
 - (3) That he/she is dissatisfied with decisions previously rendered.
- (C) The employee may within ten (10) school days of receipt of the decision of the principal or other official appeal the decision to the Superintendent or designee. The appeal to the Superintendent must be made in writing. The Superintendent or designee shall give his/her decision in writing to the employee and the principal within fifteen (15) school days of receipt of the written grievance.
- (D) If the grievance is not resolved to the employee’s satisfaction, he/she may appeal within ten (10) school days of receipt of the Superintendent or designee’s decision to the Board. The request shall be submitted in writing to the Superintendent who shall attach all related papers and forward the request to the Board. The Board, or committee thereof, composed of not less than five (5) members, shall hold a hearing with the employee within

two (2) weeks of the next regularly scheduled Board meeting and render a decision in writing within ten (10) school days of the hearing.

- (E) In the event a grievance shall not have been settled under the procedure above, and if such grievance involves a claim of violation, misinterpretation, misapplication or infringement upon the provisions of this Agreement, the Federation may proceed directly to arbitration, which shall be binding subject to the limitation of statute.
- (F) Arbitration shall be initiated by certified letter from the Federation, addressed to the Superintendent. Such letter shall be mailed within twenty (20) school days of receipt of the written decision of the Board. The Federation may institute arbitration through the American Arbitration Association. The arbitration process shall be conducted under the rules of the American Arbitration Association.
- (G) 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 this 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.

8:4 **General Provisions**

- (A) Any grievance not processed in accordance with the time limits specified herein shall be deemed relinquished by the grievant.
- (B) Administration failure at any step of this procedure to communicate a decision within the specified time limits shall permit the grievant to proceed promptly to the next step. The time limits specified at any step may be extended in any particular instance by Agreement between the Superintendent or designee and the grievant.
- (C) Grievant(s) will provide the Federation with copies of all written grievances, responses, and notices. Meetings held under this procedure shall be conducted at a place, which will afford a fair and reasonable opportunity for all proper persons to be present. Such persons are defined as the grievant and appropriate Federation and Board representatives and witnesses. The Federation shall be entitled to present the grievance at any stage, upon request of the grievant.
- (D) The Federation shall have the right to appeal on its own behalf from the disposition of a grievance of any Paraeducator or group of Paraeducators at any step of this procedure. If, at the option of the Board, hearings are held

during school hours, persons proper to be present shall be excused without loss of pay.

- (E) Nothing in this Agreement shall be construed as compelling the Federation to submit a grievance to arbitration.
 - (F) Any grievance as defined above, not presented for disposition through the grievance procedure set forth above within twenty (20) school days of the employee's or the Federation's notice or knowledge thereof shall not thereafter be considered a grievance under this Agreement.
- 8:5 No reprisals of any kind shall be taken by either party or by any member of the administration against any participants in the grievance procedure by reason of such participation.

ARTICLE IX FEDERATION RIGHTS

9:1 Dues/Fees

- (A) the Board agrees to deduct an initiation fee, monthly dues or service fees, as specified by the Union, from wages of all employees covered by the Agreement provided, however, that the Board has been duly authorized by the employee to make such deduction.
- (B) All employees in the collective bargaining unit who are presently members of the Union and who do not remain Union members will, as a condition of employment, pay to the Union a service fee established by the Union not to exceed the dues.
- (C) All employees of the Board covered by this Agreement and therefore part of the collective bargaining unit after the effective date of this Agreement who do not become and remain Union members will, as a condition of employment, pay to the Union a service fee established by the Union not to exceed the dues.
- (D) The Union agrees to save the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Board, for the purposes of complying with the dues deduction provision of this Article.

9:2 Information

- (A) The Board shall make available to the Federation, upon its request, any and all informational statistics and records which are relevant or necessary for the proper enforcement and implementation of the terms of this Agreement

or for negotiating a successor agreement, to the extent that such material is not legally privileged and is available or is reasonably obtainable.

- (B) The Superintendent or designee shall distribute to the Federation President, simultaneously with distribution to the Board, agendas for Board meetings, and minutes of Board meetings. Other materials pertinent to the administration of the contract, except for those materials, which are not public information under the Connecticut Freedom of Information Act, will be made available upon request.

9:3 **Copies of Agreement**

The Board Agrees to give the Federation copies of the collective bargaining agreement for each member of the bargaining unit and a reasonable number for its own use.

9:4 **Bulletin Boards**

Space on bulletin boards shall be reserved at an accessible place in each school for the exclusive use of the Federation for the posting of official Federation notices or announcements. Such notices shall be identified by a signature of an officer or stamp of the Federation. The Superintendent shall be provided with a copy of all official Federation notices and announcements which are posted on the Federation bulletin boards, prior to posting. No derogatory postings shall be posted on bulletin boards.

9:5 **Authorized Union Functions**

Union officers and/or delegates shall be granted leave with pay, not to exceed ten (10) total days for the bargaining unit as a whole, each year, to attend officially sponsored meetings, conferences or conventions, providing no compensation for lost time is received by the Paraeducator from the Federation. Prior notification and prior approval of such leave shall be requested by the Director of Human Resources in a timely manner and shall not be unreasonably denied.

ARTICLE X
RATES OF PAY

10:1 **Wages**

The wage schedule to be in effect during the term of this Agreement is set forth as Appendix A attached herewith. Paraeducators will be paid on a twenty-six pay plan.

10:2 **Step Advancement**

There shall be no step advancement in any year of this Agreement. There shall be no step movement for any Paraeducator in the event a successor agreement has not been finalized.

10:3 **Summer Work**

Pay for summer school work shall be at the rate of the employee's wage during the subsequent school year for all work performed on or after July 1 of each year.

ARTICLE XI
FRINGE BENEFITS

11:1 The provisions of this Article apply only to Paraeducator employees.

11:2 **Payroll Deductions**

The Board shall continue to make available during the life of this Agreement payroll deductions for fringe benefits pursuant to current practice.

11:3 **Premium Cost Sharing**

The premium cost sharing amount for which the member is responsible shall be automatically deducted from the member's pay on a pro rata monthly basis. In accordance with Internal Revenue Service regulations, the Board agrees to maintain a Section 125 Plan under which a member may designate pre-tax dollars for certain medical care not covered under existing insurance programs. In addition, a member may also designate pre-tax dollars for a flexible spending account for unreimbursed medical expense and for dependent care expenses. A monthly administrative fee will be charged to the Paraeducator for enrollment in one or more of the flexible spending account plans. If there is a change in the monthly and administrative fee, the Union will be provided written notice within one (1) week of notice to the Board.

11:4 **Tuition Reimbursement**

When a Paraeducator successfully completes courses related to his/her work assignment for which he/she has received prior approval of the Director of Human Resources, the Board will reimburse such Paraeducator one-half (1/2) of the tuition for as many as twelve (12) credits per school year from an appropriately accredited university or program. The District's approval shall not be unreasonably denied. An annual contribution limit of \$3,000 per individual applies. Successful completion of a course requires a grade of B or higher.

11:5 **Compensation for Professional Development**

Paraeducators shall receive the following amounts in addition to their annual earnings, prorated, based on completing the following:

Para Pro Assessment	\$500
60 credits	\$750
120 credits	\$1,200

Effective July 1, 2013, paraeducators who complete and log professional development in excess of 20 hours annually (July 1 through June 30) shall have \$100 added to their annual earnings.

A paraeducator may roll over a maximum of 10 hours at the end of the year if they:

- a. did not accumulate 20 hours during the school year; or
- b. earned in excess of 20 hours.

During the 2013-14 school year, each paraeducator will be credited 10 hours in lieu of having to document historical COPs.

Salary increases will be awarded to paraeducators who have thoroughly completed the paraeducator professional development log by June 30th.

A letter will be mailed to paraeducators annually with a summary of their hours, extra earnings and roll over amount.

Paraeducators are responsible for providing verification of attendance and completion of hours upon request.

11:6 **Retiree Insurance**

Retirees may continue to receive the same medical insurance as other Paraeducators at the expense of the retirees as long as coverage is uninterrupted, as permitted by COBRA.

11:7 **Longevity**

The following amounts shall be added to an employee's annual salary for the years of continuous service completed by June 30th of each year. Such longevity payments shall be made on a pro-rata basis in accordance with the employee's payment schedule.

- \$325 for six (6) to nine (9) years continuous service
- \$400 for ten (10) to fourteen (14) years continuous service
- \$475 for fifteen (15) to nineteen (19) years continuous service

\$550 for twenty (20) to twenty-four (24) years continuous service
\$650 for twenty-five (25) to twenty-nine (29) years continuous service
\$750 for thirty (30) or more years continuous service

11:8 **Alternative Insurance**

An employee covered by alternative insurance as provided by an employer other than the Board may elect to forego receiving health insurance benefits as provided by the Board for a minimum period of one (1) year. After proof of alternative coverage, the employee will receive an annual payment of \$1,000 in lieu of any health insurance coverage by the Board. The employee must request this option by April 1 of each year in order to receive the full annual payment of \$1,000. In the event that the employee requests this option between April 2 and July 31, the employee shall receive \$500. Waiver requests submitted by April 1 shall be effective the following September 1. Waiver requests submitted after April 2 shall be effective as soon as practicable. The signing of such waive shall release the Board from any liability or responsibility in connection with this withdrawal of insurance coverage.

An employee making such election who during the course of the year experience a life event, e.g., divorce, layoff or death of a spouse, which results in loss of alternative coverage may change her/his election at the time of the event.

11:9 **Mileage Reimbursement**

Paraeducators shall be paid at the IRS mileage rate for all work-related travel between schools within the workday for the Paraeducator.

11:10 **Health Insurance**

The following health and dental coverage will be in effect for the duration of the Agreement.

(A) **Health Insurance**

2015-2016 Plan Year

For the 2015-16 plan year, the following health insurance plans shall remain available:

- (a) Century Preferred with Vision Care
 - (1) \$30 for “sick” visits. The co-pay for “well” visits \$0.
 - (2) The emergency room visit co-pay will be \$100 (waived if admitted).

- (3) The hospital co-pay for inpatient stays will be \$300 per inpatient admission. The hospital co-pay for outpatient surgical will be \$200 per outpatient admission.
- (b) Bluecare (HMO) with Vision Care
 - (a) The co-pay for medical visits will be as follows:
 - (i) no co-pay for “well” visits; \$15 for Primary Care Physician (PCP); \$15 for “specialist” for “sick” visits”
 - (ii) The emergency room visit co-pay will be \$50 (waived if admitted).
 - (iii) The hospital co-pay for inpatient stays will be \$200 per admission. The hospital co-pay for outpatient surgical procedures will be \$100 per outpatient admission.
 - (iv) The urgent care co-pay will be \$25.
 - (c) Prescription Drug Coverage

Effective as soon as practicable after the execution of this agreement, the co-pays for prescriptions will be:

- \$10 for generic retail (34-day supply)
- \$30 for preferred name brand retail (34-day supply)
- \$45 for non-preferred name brand retail (34-day supply)

Covered members who obtain a prescription through mail order and receive a 100-day supply at two times the rates listed above (i.e. \$20, \$60, & \$90 respectively)

Premium Cost Sharing

In the 2014-15 contract year, each Paraeducator shall pay 13.5% of the annual premium cost for the health insurance programs listed in this Article for which he/she is eligible and which he/she selects. The Board shall pay the balance of the cost of such insurance programs in each contract year.

Effective July 1, 2016

Effective July 1, 2016, a High Deductible/Health Savings Plan (“HSA”) shall be the insurance plan for all employees. The deductible for the HSA plan shall be \$2,000 for single coverage and \$4,000 for family coverage.

Effective July 1, 2016, the Board will fund sixty percent (60%) of the applicable HSA deductible amount for each full-time employee who elects coverage under the High Deductible/HSA. The Board's contribution will be deposited into the employee HSA accounts on July 1, 2016.

Effective July 1, 2017, the Board will fund fifty percent (50%) of the applicable HSA deductible amount for each full-time employee who elects coverage under the High Deductible/HSA. The Board's contribution will be deposited into the employee HSA accounts on July 1, 2017.

The parties acknowledge that the Board's contribution toward the funding of the HSA Plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees.

The co-pay for prescriptions after the deductible will be as follows:

- \$10 for generic retail
- \$25 for brand formulary retail
- \$40 for brand non-formulary retail

Covered members must obtain a prescription through mail order after the third prescription and receive a 100-day supply at two times the rates listed above.

The Board and the employees shall pay the following percentages of the costs for coverage in the High Deductible/HSA plan:

	2016-2017	2017-2018
Board	89.5%	89%
Employee	10.5%	11.0%

All employees who are not eligible for the HSA shall be eligible for the insurance plan listed below:

Blue Shield Century Preferred with Vision Care and Prescription. The following plan changes will be implemented effective July 1, 2015:

- (a) The co-pay for medical visits will be as follows:
 - (i) No co-pay for "well" visits; \$30 for primary care office visits; \$45 for specialists
 - (ii) The emergency room visit co-pay will be \$200 (waived if admitted).

- (iii) The hospital co-pay for inpatient stays will be \$500/day to \$2,000 per stay. The hospital co-pay for outpatient surgical procedures will be \$500 per outpatient admission.
- (iv) The urgent care co-pay will be \$75.
- (v) The out-of-network deductibles will be \$1,000/\$2,000/\$2,000.
- (vi) The out-of-network out-of-pocket maximums will be \$2,500/\$5,000/\$5,000.

- (b) The co-pay for prescriptions currently provided will be as follows:

\$10 for generic retail (34-day supply)
\$30 for brand formulary retail (34-day supply)
\$45 for brand non-formulary retail (34-day supply)

Covered members must obtain a prescription through mail order after the third prescription and receive a 100-day supply at two times the rates listed above.

- (c) PPO Premium Cost Sharing.

Commencing in the 2016-17 plan year, each eligible employee participating in the Anthem BC/BS Century Preferred insurance program shall pay fourteen and one-half percent (14.5%) of the annual premium cost for the Anthem BC/BS Century Preferred insurance program listed above for which he/she is eligible and which he/she selects. Effective in the 2017-18 plan year, employees shall pay fifteen and one-half percent (15.5%) of the annual premium cost for said coverage. The Board shall pay the balance of the cost of such insurance premiums.

- (D) **Dental Coverage:** Individual and family -- Delta Dental.

- (E) **Change In Carrier**

The Board of Education reserves the right to change insurance carriers to those that will provide coverage that is substantially equivalent to that set forth in this contract; such change shall not be made without the prior review by, and approval, of the Federation, which approval will not be unreasonably denied.

If the Board receives notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under the Internal Revenue

Code Section 4980I, or any other local, state or federal statute or regulation, during the term of the contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employee Relations Act (MERA).

11:11 **Life Insurance**

The Board will provide each employee with \$25,000 worth of life insurance at no cost to the Employee.

11:12 **Personal Property Fund - \$2,500**

The personal property fund is for the purpose of reimbursing employees for loss or damage to their cars or other personal property, excluding cash, incurred while in the performance of duty. Payment for loss or damage shall not duplicate those losses covered by the employee's insurance. All reimbursements for the foregoing will be held until the end of the fiscal year, at which time reimbursement will be made in full if the amount allocated is sufficient for such purposes; otherwise, prorated reimbursements will be made according to the demands on the allocated funds.

ARTICLE XII
HOLIDAYS

12:1 Paraeducators shall have the following holidays off with pay at their regular per diem wage:

Thanksgiving, Christmas, New Year's, and Memorial Day

ARTICLE XIII
SAVINGS CLAUSE

13:1 If any provision of this Agreement is, or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiations with the Federation.

13:2 In the event that any provision of this Agreement is, or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

13:3 This Agreement incorporates the entire understanding of the parties on all subjects included. During the term of the Agreement neither party shall be required to renegotiate any such subject. As to matters not included, the Board agrees to make no change in an existing written policy, which would infringe on an included item.

13:4 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executive by both parties.

ARTICLE XIV
DURATION


- 14:1 This Agreement shall be effective as of, and retroactive to July 1, 2015 and shall continue in full force and effect through June 30, 2018, when it shall expire provided that if neither party gives the written notice provided for in Section 14:2, this Agreement shall automatically renew itself for additional periods of one (1) year each, and all provisions shall remain in effect with the same force and effect as during the original term thereof.
- 14:2 If either the Federation or the Board desires to negotiate a successor Agreement, it shall give written notice of such desire to the other party not more than one hundred fifty (150) nor less than one hundred twenty (120) calendar days prior to the expiration date of this Agreement.

NEW BRITAIN FEDERATION OF PARAEDUCATORS
LOCAL 2407, AFT CT, AFL-CIO

By: 
President Frank P. Cambillo III

Date: 6/20/2016

NEW BRITAIN FEDERATION OF PAREDCATORS
LOCAL 2407, AFT CT, AFL-CIO

By: 
President

Date: 6/20/2016

APPENDIX A
SALARY SCHEDULE

PARAEDUCATORS

CONTRACT YEAR		2015-2016
GWI		3.0%
STEP		
1		\$17.47
2		\$18.30
3		\$19.14
4		\$19.97
5		\$21.00

CONTRACT YEAR		2016-2017
GWI		3.0%
STEP		
1		\$17.99
2		\$18.85
3		\$19.71
4		\$20.57
5		\$21.63

CONTRACT YEAR		2017-2018
GWI		2.0%
STEP		
1		\$18.35
2		\$19.23
3		\$20.10
4		\$20.98
5		\$22.06