

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE HARTFORD BOARD OF EDUCATION

AND

**THE HARTFORD FEDERATION OF PARAPROFESSIONALS
LOCAL 2221, AFT, AFL-CIO**

July 1, 2012 – June 30, 2015

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**AGREEMENT
BETWEEN THE HARTFORD BOARD OF EDUCATION
AND
HARTFORD FEDERATION OF PARAPROFESSIONALS
LOCAL #2221, AFT, AFL-CIO**

THIS AGREEMENT IS MADE AND ENTERED INTO by and between the Hartford Board of Education and the City of Hartford (hereinafter referred to as the "Board") and the Hartford Federation of Paraprofessionals (hereinafter referred to as the "Federation").

WHEREAS, Connecticut Public Law recognizes the procedure of collective bargaining as a peaceful, fair and orderly way of conducting relations between municipal employees and their employer; and

WHEREAS, the paraprofessionals employed by the Hartford School System selected as their sole representative the Federation, resulting in the Federation becoming exclusive bargaining representative for all paraprofessionals in the unit; and

WHEREAS, the Board and its designated representative have met with representatives of the Federation and have fully considered and discussed amongst them, salary schedules, working conditions, personnel policies and other conditions relative to employment, it is agreed as follows:

**ARTICLE I
RECOGNITION**

The Employer recognized the Federation as the exclusive bargaining representative for all employees, including part-time employees, in the position designated "paraprofessionals" for the purpose of negotiating with respect to salary schedules, fringe benefits and conditions relative to employment. A paraprofessional is a non-certified person employed by the Employer whose assignments consists of and is limited to assisting a certified teacher. A major contribution of the paraprofessional is to free the teacher from routine and non-professional activities, that there may be opportunity to provide better instruction and better learning situations for the children in the class or to allow the teacher to make contributions to other aspects of the educational program such as curriculum development by freeing him/her from such duties as proctoring study halls. For the purpose of this agreement, part-time paraprofessionals means employed on a non-seasonal basis for fewer than twenty hours per week.

ARTICLE II
BOARD PREROGATIVES

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the City of Hartford in all its aspects, including but not limited to the following: to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the City of Hartford; to give the children of Hartford as nearly as equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer school employees; to suspend or dismiss school employees in the manner provided by statute or ordinance; to designate the schools which shall be attended by the various children within the city; to make such provisions as will enable each child of school age residing in the City to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore and to approve plans for school buildings; to prepare and submit budgets to the City Council and, in its sole discretion, expend monies appropriated by the City for the maintenance of the schools and to make transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE III
DURATION OF AGREEMENT

- A. Negotiation over successor Agreement.
1. This Agreement shall be in full force and effect from the date of its signing through the 30th day of June, 2015. The parties shall enter into negotiations for a successor agreement as provided by applicable state law.
 2. During negotiations, the Board and the Federation shall confer at reasonable times appropriately scheduled with regard for the budgetary calendar and exchange relevant data, points of view and proposals and counterproposals. The Board shall provide the Federation with materials and/or information necessary to discuss salaries, fringe benefits and working conditions. It is understood that the materials relate only to the Federation.
- B. Modifications or Amendments: This agreement may be amended by mutual agreement of the parties.

ARTICLE IV
SALARIES

- A. 1. See Appendix A
2. Part-time school year paraprofessionals shall be paid on an hourly basis as follows:
- | | |
|-----------|---------|
| 2012-2013 | \$11.27 |
| 2013-2014 | \$11.50 |
| 2014-2015 | \$11.73 |
- B. Bargaining unit members shall advance one increment, when increment is granted by this Agreement, upon said salary schedule for satisfactory service.
- Step shall be granted to eligible members for satisfactory service, effective January 1, 2015.
- C. Employee's longevity payment shall be earned on the employee's anniversary in recognition of their length of service and is to be computed as set forth in Schedule B, which is annexed hereto and hereby made a part hereof. Said payment will be made annually in one lump sum on or before June 30. Pro-rata longevity payments will be made to an employee in the event said employee terminates his or her services with the Employer. For purposes of longevity payments, the employees shall use the original date of hire of paraprofessionals who have worked without a break in service as paraprofessionals. Employees on paid sick leave shall be included under said longevity payment schedule.
- D. Summer School salaries for the regular workday shall be based on the hourly rate of the fifth step of the "60 Credits" paraprofessional salary schedule. However, payment for summer work shall not include holidays.
- E. Bargaining unit members shall be paid on a bi-weekly schedule in equal installments. Bargaining unit members shall be paid on the 26 pay plan. Any member paid on the 22 pay plan as of July 1, 2008 shall be permitted to continue on such pay plan. The Board may require direct deposit and provision of electronic notification of pay at its discretion.

ARTICLE V
FRINGE BENEFITS

- A. Health Insurance. *The following coverage shall apply to all full-time members of the bargaining unit: Effective July 1, 2013, the Board will pay eighty-eight percent (88%) of the fully insured equivalent premium costs for individual and family coverage, and the bargaining unit member will pay twelve percent (12%). The premium cost share of the HSA shall be 11%. Employee deductions shall be made pursuant to a Section 125 Trust:

1. The Hartford Board of Education Preferred Provider Plan with the following co-pays and deductibles.

Office Visit Co-Payment:	\$20
In-patient Co-Payment:	\$150
Emergency Room Co-Payment:	\$100

Out-of-Network visits shall be subject to a \$250 deductible and 20% coinsurance for an individual plan up to a \$1,250 yearly maximum. Family plans shall be subject to a \$500 deductible and 20% coinsurance up to a \$2,500 yearly maximum.

Effective July 1, 2013, there shall be mandatory generic drug substitution consistent with the State of Connecticut Benefit Design.

Employees enrolled in the Board's Preferred Provider Plan are eligible for the Board's managed three-tier drug rider as follows:

\$10 generic
\$20 formulary brand
\$35 non-formulary brand

Mail Order: One times the applicable co-payment for a 90-day supply.

Effective July 1, 2014, Mail Order: Two times the applicable co-payment for a 90 day supply.

HSA Plan

Should the Board implement an HSA Plan, the Board will contribute fifty percent (50%) of the applicable HSA deductible amount. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on the Board's payroll dates. The parties acknowledge that the Board's fifty percent (50%) 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 active employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

Should the Board implement an HSA plan, In-Network visits shall be subject to a \$1,500 deductible coinsurance for an individual plan. In-Network visits shall be subject to a \$3,000 deductible coinsurance for a family plan.

Out-of-Network visits shall be subject to a 20% coinsurance for an individual plan up to a yearly maximum of \$2,000.

Out-of-Network visits shall be subject to a 20% coinsurance for a family plan up to a yearly maximum of \$4,000.

2. Anthem Blue Cross Blue Shield Full Service Dental fully paid for the employee and the employee's enrolled dependents will also be provided with riders A, B, C, D, and E (DCR up to age 25) at no cost.
3. Coverage will be provided for handicapped or disabled dependent children who are 25 years of age or older. The employee and their dependents must meet Anthem Blue Cross Blue Shield's periodic medical certification requirements in order to qualify for medical coverage continuation.
4. If the employee or the employee's dependents become ineligible for medical or dental coverage they can purchase the coverage at their own expense at the group rate plus the 2% administration fee in accordance with the Congressional Omnibus Budget Reconciliation Act (COBRA).

* The parties agree that the intent of this language is to generally describe the health insurance change agreed to in the negotiations for the contract expiring June 30, 2001. During these negotiations, the parties agreed that the paraprofessional would move into the health insurance plan, which covered the Hartford Federation of Teachers as of July 1, 1996 (City of Hartford Group Policy Numbers 000675-186, 187, 188, 189).

5. A Long Term Disability policy will be made available to bargaining unit members at group rates.
- B. The Board further agrees to extend without cost, life insurance coverage (the amount thereof to be one and one-half times the individual's annual salary) to include such continuing paraprofessionals who are assigned on or before December 1 in any year for a paraprofessional position. After retirement, the amount of said life insurance coverage might be converted in accordance with the policy.

1.
 - a. The Board reserves the right to study alternative insurance plans to the plans outlined in this section provided the following steps are followed:
 - The plan suggested as an alternative must contain at least a substantially equal benefit level as the present plan at no additional cost to the employee.
 - The Federation will have the opportunity to study the plan for a period of thirty (30) working days.
 - If at the end of the aforementioned thirty (30) working days there is disagreement between the parties on whether or not the plan offers substantially equal benefits, then the issue will be sent to a mutually selected arbitrator. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be requested to appoint an arbitrator in accordance with its rules and regulations. The decision of the arbitrator as to whether the proposed plan is substantially equal to the then current plan shall be binding on the parties.

- Proposed changes are limited to no more than one proposed change for each type of insurance during the term of the contract.
 - If the proposed plan is comparable and portable through the United States, the Board may substitute as soon as possible.
- b. The Federation agrees that any portion of the health, dental or prescription drug plan may be self-insured or insured at the sole discretion of the Board. If the plan is self-insured, the plan shall still conform to the state benefit mandates as promulgated by the Connecticut legislature. If there is a claim dispute, if the State Department of Insurance agrees to accept jurisdiction, the parties agree to allow such jurisdiction to resolve the claim. If the State Department of Insurance refuses to accept jurisdiction, the parties may reach mutual agreement about another body, entity or forum where the dispute may be heard.
2. The Board will reimburse paraprofessionals who are required, by the nature of their job, to make home visitations by their Project Director or Supervisor, at the IRS rate, when such use is necessary. This reimbursement shall apply to bargaining unit members who are assigned to work in two different schools.

ARTICLE VI GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean:

1. A complaint by an employee, a group of employees similarly situated or affected, or by the Federation that there has been an arbitrary, capricious or discriminatory policy application or practice, or
2. That rights conferred by specific language of the administrative regulations or the directive of the administration, whether contained in Board Policy and Administrative Manual or in the Administrative Regulations Handbook or this Agreement have been violated, or
3. That there has been a misinterpretation, misapplication or violation of the specific provisions of this Agreement.

Only the grievances as defined by #3 above shall be subject to arbitration.

B. Procedure

Adjustment of all grievances shall be sought in accordance with the following two-step procedure:

Step 1: A bargaining unit member must submit his/her grievance in writing within fifteen (15) workdays of the date when the events giving rise to the grievance occurred. Such submission shall be made to the immediate supervisor or appropriate involved Administrator for a satisfactory adjustment. The written grievance must indicate the specific nature of the grievance and the specific contract provision(s) alleged to be violated.

Such immediate supervisor may request a meeting with the employee prior to making his/her decision, but in any event must render his/her decision within five (5) workdays of the submission. The employee may be accompanied by a Federation representative if he/she so desires at any such meeting.

Nothing in this provision shall prohibit a bargaining unit member from informally discussing his/her problem with the involved supervisor.

However, the time limits for filing the initial grievance may only be waived or extended by written agreement between the Chief Labor and Legal Officer (or specified designee) and the Federation President (or designee).

Step 2: If no satisfactory settlement is reached, the grievance may be pursued by the bargaining unit member to the Chief Labor and Legal Officer by providing the Chief Labor and Legal Officer with a copy of such grievance and, requesting a meeting in writing, within five (5) workdays of the decision of the Supervisor or within (5) workdays of the time when the grievance was submitted. The Chief Labor and Legal Officer or his/her designee will schedule a meeting with the Grievant to attempt to resolve the issues related to the grievance within twenty (20) workdays following the bargaining unit member's filing of the grievance with the Chief Labor and Legal Officer. The Chief Labor and Legal Officer shall have ten (10) workdays after holding the meeting to issue a written decision. A copy of the decision shall be provided to both the Grievant, if a Grievant was present at the meeting, and the Federation.

For the purposes of this Article, after the last day of school and prior to the beginning of the next school year, the word "days" shall mean weekdays, excluding legal holidays, Saturdays, and Sundays.

C. Arbitration

1. The Federation shall have the reserved right to send to arbitration any grievance arising out of interpretation of this Agreement not settled satisfactorily at the Chief Labor and Legal Officer level. The expenses of arbitration are to be borne equally by the parties hereto. If a postponement is necessary for one party, that party must pay the postponement fee. If the parties mutually agree to a postponement, they shall share equally the costs of any such fee. The American Arbitration Association shall be used as the arbitration agency.
2. The parties may expedite several grievances by submitting them to a single arbitrator by mutual agreement on a monthly basis. The number of witnesses will be kept at a minimum and, when possible, no witnesses will be used. Meetings will be scheduled with minimum disruption to the regular workday. Presentations will be streamlined and no briefs will be required.

Decisions may be rendered on the same date or within thirty (30) days from the hearing. Postponements will be granted only under extenuating circumstances. The party requesting the postponement must pay the postponement fee.

3. The arbitrator or arbitrators shall hear and decide only one grievance in each case. He/She shall be bound by and must comply with all of 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, provided it is not contrary to law.
4. Notice of intention to submit to arbitration under subsection (1) above must be in writing addressed to the Superintendent of Schools with a copy sent to the Chief Labor and Legal Officer, and submission to the American Arbitration Association must be made not later than ten (10) school days following the decision of the Chief Labor and Legal Officer as referred to above or the expiration of the time limits for making such decision, whichever shall first occur. The provision(s) of the Agreement, which are involved, shall be identified in the submission.

D. General Provisions

1. Any grievance, as defined in (a) above, not presented for disposition through the grievance procedure described under (b) as above within fifteen (15) school days of the occurrence of the conditions giving rise thereto, shall not thereafter be considered a grievance under this Agreement. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered, and such decision shall thereafter be binding upon the aggrieved and the Federation. The time limits specified at any step may be extended in any particular instance by agreement between the Labor Relations Manager and the Federation.
2. No employee may file for arbitration as an individual, but only the Federation may file an appeal to arbitration hereunder.
3. Grievances which may arise over the implementation of Board policy based on the application or interpretations of administrative regulations or the directive of the administration, whether contained in the Board Policies, Regulations or Employee Handbook, shall follow the grievance procedure of this Agreement up through the decision by the Chief Labor and Legal Officer or his/her designee. No employee may appeal to the Chief Labor and Legal Officer under this procedure except with the approval and participation of the Federation.
4. Meetings held under this procedure shall be conducted at a time and place, which will afford a fair and reasonable opportunity to attend for all persons proper to be present. Such meetings shall be scheduled to avoid interference with providing services to students. When such meetings are held during the school hours, all persons who participate shall be excused without loss of pay for that purpose. Persons proper to be present for the purposes of this section are defined as an aggrieved employee or employees, their appropriate Federation representatives and qualified witnesses.

5. The Federation will be notified, in advance, of the time and location of grievance conferences held at the Chief Labor and Legal Officer step.
6. The Federation shall have the right to initiate a grievance or appeal from the disposition of a grievance of any employee or group of employees at any step of this procedure.
7.
 - a. The Board shall permit the President of the Federation or his/her designee, with the permission of the principal or, in his/her absence, the person in charge of the school, to visit the schools for any purpose relating to the terms and conditions of this Agreement.
 - b. Permission to visit school shall not be unduly withheld. If conferences with bargaining unit members are necessary, they shall be scheduled so as not to interfere with the duties and responsibilities of the paraprofessional.
8. Any paraprofessional who is summoned to the Board of Education or to the school office by an administrator shall be given such reasonable notice as the situation permits and shall be informed of the matter in regards to which his/her presence is required.
9. If the employee reasonably believes that the meeting will result in disciplinary action, he/she shall be accompanied by a representative of the union if he/she desires.

ARTICLE VII
FAIR PRACTICES

- A. The Board agrees to continue its policy of not discriminating against any member of the bargaining unit on the basis of race, creed, color, national origin, age, sex, disability, sexual orientation or marital status or membership or participation in, or association with, the activities of any organization.
- B. The Federation agrees, in accordance with its constitution, to continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, age, sex, disability, sexual orientation, marital status, and to represent equally all members of the bargaining unit.
- C. The provisions of this article are included in the agreement for informational purposes only, and shall only be subject to Board's internal complaint procedure as outlined in Board Policy number R-4118.3(a).

ARTICLE VIII
OPPORTUNITIES AND ASSIGNMENTS

The bargaining unit shall be divided into four classifications: A. Instructional Paraprofessionals; B. Academic Assistants; C. Caregivers; and D. CNAs. If the position is not specifically identified as a Caregiver, Academic Assistant, or CNA position, it shall be considered within the Instructional Paraprofessional classification.

Members of the unit will have absolutely no rights to positions outside of their classification. That is, Instructional Paraprofessionals will have rights only to Instructional Paraprofessional positions; Caregivers will have rights only to Caregiver positions; Academic Assistants shall have rights only to Academic Assistant positions; and CNAs will have rights only to CNA positions. For example, there shall be no recourse to the grievance procedure if a member who belongs to one classification applies, but is not selected, for a position in another classification.

However, nothing herein shall prevent a member from applying for a position in another classification.

To the extent that any provision of Article VIII is contrary when read with the classification structure, the provision of Article VIII shall not apply to that situation.

- A. The principal criterion for consideration of a request for change in assignment, for implementing involuntary transfers, or for filling vacancies and new positions generally, is whether the assignment will result in the best educational program for Hartford Public School children.

In determining who shall be selected from among the qualified applicants for a voluntary transfer, the Superintendent or his/her designee shall also consider the following factors:

1. Job performance
 2. Attendance/punctuality
 3. Disciplinary record
 4. Prior relevant experience
 5. Professional improvement (e.g. college course work, training, CEUs, etc.)
 6. Qualifications of the position
 7. Length of service as a paraprofessional in the Hartford Public Schools
 8. Special needs of the student(s), which shall be disclosed to applicants upon request
 9. Previous assignment to the school site, where the applicant was previously involuntarily transferred from the site, if the applicant indicates that he/she was involuntarily transferred from the school site on the application for the voluntary transfer
- B. Members may submit requests for transfers, on a "Request for Transfer" card, to the Human Resources staff member responsible for the unit. Requests for transfer for a given school year must be received by the Human Resources administrator by August 1st of that school

year. (e.g. to submit a request for 2006-2007, the card must be received by August 1, 2006). Any card received after August 1st shall be considered for the subsequent school year. Such requests will generally be considered as vacancies arise, using the language in A, above. Where vacancies are not filled through the requests for transfer, the positions shall be posted for at least five (5) days. Generally, after requests for transfers are considered using the language in A above, special education vacancies will be posted only once per year. Any member who does not accept a transfer shall be ineligible to request a change in position for a period of one year. A copy of the posting shall be emailed to the school administration and the President of the Union.

- C. Vacancies shall be filled within sixty (60) calendar days provided there is at least one (1) qualified applicant and funding is available.
- D. Only regular employees, who have been employed for at least two (2) years in the same position, may request a change in assignment (whether by transfer, through a vacancy, or other). After a change in assignment has been granted, an employee will not be eligible to initiate an application for another change in assignment for two (2) years.
- E. The Federation will be notified on a monthly basis of any changes in assignments or new employees.
- F. In the event involuntary transfers are necessary, paraprofessionals shall be transferred in reverse order of seniority, within classification. The Administration may deviate for a specific job qualification. The Administration may also deviate where a paraprofessional has expressed a desire to transfer and such paraprofessional is qualified for the position.
- G. Involuntary transfers shall not be made without prior consultation with the employee concerned, at which time the employee shall receive written notice of a transfer. Where possible, said notice shall be sent at least two weeks prior to the effective transfer date.
- H. Where a bargaining unit member's position is eliminated, a bargaining unit member's preferences among available vacancies, within her/his classification, shall be considered.
- I. No school year paraprofessional shall be involuntarily transferred to a full-year paraprofessional position if there is a school year position available for which the paraprofessional is qualified. No full-year paraprofessional shall be involuntarily transferred to a school year paraprofessional position if there is a full-year position available for which the paraprofessional is qualified. No full-time paraprofessional shall be involuntarily transferred to a part-time paraprofessional position if there is a full-time position available for which the paraprofessional is qualified. No member shall be involuntarily transferred to a position outside of her/his classification.
- J. Once an involuntary transfer has occurred, the Board will make every effort to provide appropriate training to the paraprofessional. Subparagraph VIII, J. shall not be subject to the grievance procedure.

K. Board Created Opportunities

1. It is recognized that during the course of a year, there may be opportunities for paraprofessionals, which arise in the system, for example: Summer School and other Federal Programs. Such opportunities shall be posted setting forth the qualifications, schedules and rates of pay and the procedures for application.

Paraprofessionals will have ten (10) working days to apply for openings except where by mutual agreement it may be necessary to post for less than this period of time. The Federation will be notified in writing of the names of the paraprofessionals chosen for the respective positions and the name of applicants. The time for filing a grievance will be within ten working days working days from the time the notification is sent to the Federation.

Where all qualifications are equal, seniority shall govern. However, if a student has a one-to-one paraprofessional or caregiver during the school year and such student continues in summer school and requires the services of an aide, preference shall be given to the one-to-one paraprofessional or caregiver assigned to such student; in such an instance, seniority shall not be relevant.

2. All postings for summer school will be made as soon as they occur. The Federation will be furnished a copy of the postings and job qualifications.

L. No paraprofessional will be assigned as his/her job the work of any other kind of employee except in emergency circumstances.

M. Paraprofessionals will perform morning yard duty as part of their regular duties on a rotating basis.

N. **Cafeteria Duty** - Instructional Paraprofessionals are not required to perform cafeteria duty. Cafeteria duty shall be defined as responsibility for behavior of all students in the cafeteria for lunch during the relevant period. A Special Education Instructional Paraprofessional may be required to monitor his/her specifically assigned student(s) during the student(s)' lunch period.

ARTICLE IX
NOTICES AND ANNOUNCEMENTS

All official circulars from the Superintendent's Office and from the Board which are intended for the information of the employees shall be posted on school bulletin boards so as to be available to them as soon as possible upon receipt in the schools. Copies of these circulars, after a reasonable posting time, shall be filed in each school so that they continue to be available to the employees as needed for their effective period.

A. Notices and Announcements. A copy shall be sent to the Federation office of any notice, directive, or bulletin, relating to paraprofessionals generally or to any substantial group of paraprofessionals.

B. The Board shall regularly copy the Union president on hire letters and termination letters.

ARTICLE X
FEDERATION RIGHTS

A. The Board agrees to deduct via payroll dues for all members of the bargaining unit, unless an individual member gives notice to the Director of Human Resources, in writing, that he or she wishes to have deducted the service fee only. Effective with the employee's date of hire, the proper deduction will be made each month from the employee's salary and forwarded to the Union monthly. Upon the payment thereof to the Federation the Board shall be held free and harmless from any liability in handling such Federation dues and may require a release from the Federation.

B. Effective July 1, 1980 all employees shall, as a condition of continued employment, join the Union or pay to the Union a representation fee not greater than the amount of dues uniformly required of members of the exclusive bargaining representative organization, set by the Union in accordance with law.

1. The Board shall deduct the amount certified by the Union as the annual dues or representation fee from any pay of each employee in equal semi-monthly installments. All such deductions shall be remitted to the Union by the fifteenth (15th) day of the month for which the deduction is made. Employees on leaves of absence must make suitable arrangements in advance of such leave to pay the representation fee for Union dues directly to the Union.

Payments for new employees shall commence within thirty days following the effective date of employment.

The Union shall hold the Board and City harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs, which may arise out of, or be by reason of, actions taken against the Board as a result of administration of the provisions of this section.

2. The Board agrees to deduct from the pay of all employees, who authorize such deductions from their wages, such amounts as each employee wishes to contribute to C.O.P.E.

It is understood that such deductions are voluntary and are not required as a condition of employment.

C. Paraprofessionals (not more than one at a time) who are elected or appointed to a full-time position with the Federation (state or national) will, upon proper application, be granted a two-year leave of absence without pay or benefits for the purpose of accepting the position. Such leave may be extended for one additional two-year period upon proper application prior to June 1 of the second year. A paraprofessional granted such leave of absence shall not accrue additional sick days, seniority, or other benefits during such leave, nor shall he/she advance in grid placement. Immediately following the leave, the bargaining unit member shall be permitted to return to service in the assignment, which he/she left if the position is available, otherwise in an equivalent position, if available. If a bargaining unit

member returns immediately following the leave, he/she shall retain all previously accrued sick time and benefits. No credit or benefit shall be given for time spent on leave for purposes of grid placement or otherwise except that the bargaining unit member shall advance a single increment, if not at maximum, if the collective bargaining agreement provided for step movement for all bargaining unit members in each year that the bargaining unit member was on Federation Leave.

- D. One bulletin board shall be reserved at an accessible place in each Hartford school for the exclusive use of the Federation for the posting of official Federation notices or announcements.
- E. The Federation may call meetings in each school outside of scheduled work hours.
- F. The Board agrees to furnish a copy of this Agreement to each employee within two months of its signing, and to every new employee upon the starting date of employment. The cost of reproducing the Agreement shall be equally borne between the Board and the Federation.
- G. There shall be made available to the Federation upon its request any and all information, statistics and records including the Board policies and amendments the Federation may deem be relevant or necessary for the proper enforcement and implementation of the terms of this Agreement, to the extent to which such material is readily available, reasonable, obtainable and allowed under the Freedom of Information Act. Records of paraprofessionals other than those involved shall not be available without the approval of the individual paraprofessional.
- H. Whenever members of the bargaining unit are scheduled by the parties to participate during school hours in conferences or meetings, they shall suffer no loss in pay.
- I. A copy of the public agenda of the regular Board meetings shall be available to the official Federation representative to the Board twenty-four (24) hours prior to the meetings. This representative shall be advised as soon as possible of all special meetings.
- J. Federation members will be granted leave without loss of pay to attend special leadership training opportunities and for special Federation business upon request of the President of the Federation with the approval of the Superintendent; such requests shall not be unreasonably denied.
- K. It is recognized that the Federation shall have the opportunity to make constructive recommendations toward the operation of the school system through meetings with the Superintendent or his/her designee or ad hoc committees jointly established.
 - 1. The Superintendent and/or his/her designee and the Union President and/or his/her designee shall meet as needed to discuss matters of general concern to either party.
 - 2. Newly hired paraprofessionals shall be provided a copy of their appropriate job description by the Human Resources Department.

3. The Federation and principals shall have access to all paraprofessional job descriptions through the Human Resources Department.
- L. School mailboxes shall be available for the distribution of communications by the authorized officials of any paraprofessional's organization. A courtesy copy shall be placed in the principal's mailbox.

ARTICLE XI
SENIORITY

- A. Seniority shall be defined as an employee's length of continuous service within the bargaining unit commencing with his/her most recent date of hire.
- B. Seniority shall continue to accrue during all authorized leaves of absence with pay and during sick leave. Seniority shall freeze during all leaves of absence over thirty (30) days that are authorized without pay or are unauthorized, in accordance with law.
- C. In a case of a tie, a member who is a Hartford resident as reflected in the official payroll system for the district shall be viewed as more senior. Where more than one member is, or is not, a resident of Hartford, seniority shall be determined by the last four (4) digits of the employee's social security number. The higher number shall have more seniority.
- D. Layoffs shall take place as follows within category (part-time or full-time) within classification (A. Instructional Paraprofessional, B. Academic Assistant, C. Caregiver, or D. CNA):

Full-time bargaining unit members shall be laid-off in the reverse order of their seniority. The Board may deviate from seniority for need of specific job qualification(s).

Part-time bargaining unit members shall be laid-off in the reverse order of their seniority. The Board may deviate from seniority for need of specific job qualification(s).

(For example, if full-time instructional paraprofessionals were laid off, such layoff would only impact the least senior full-time instructional paraprofessionals (except when deviation from seniority occurs due to a specific job qualification(s)); such a layoff would not impact any part-time member or member of another classification (Caregiver, Academic Assistant, or CNA)).

- E. In the event of a lay-off, paraprofessionals to be laid-off will be notified as soon as possible. The Office of Talent Management or his/her designee shall issue a letter to the paraprofessional and shall copy the Federation president.
- F. Employees laid-off shall be placed on preferential recall list for one year after the date of lay-off. They shall be recalled to available positions on the basis of seniority and qualifications. If an employee is recalled from the list and does not accept said position he/she shall be removed from the list. Employees recalled from layoff do so without loss of

any accrued seniority rights and/or benefits. Recalls to positions shall only be within the classification the member was in when she/he left the district. Thus, for example, a Caregiver can only be recalled to a Caregiver position.

ARTICLE XII
PERSONAL LEAVES OF ABSENCE

To the extent permitted by law, members who belong to the Academic Assistant, Instructional Paraprofessional, Caregiver or CNA classifications who are approved for a Board authorized unpaid leave will be placed in their original or an equivalent position upon their return unless there is no vacancy within the classification upon the accepted date of return. In that case, the member shall be placed on the recall list for her/his classification for a period of one year from her/his accepted date of return.

A. Personal Leave

Employees shall be permitted absences, without loss of pay and with deduction from sick leave accumulation up to a total of not more than five (5) days in any school year for any or all of the five reasons listed below. Part-time employees shall be permitted absences, without loss of pay and with deduction from sick leave accumulation up to a total of not more than two (2) days in any school years, for any or all of the first four reasons listed below.

1. In the event of serious illness or death of wife, husband, father, mother, son, daughter, grandfather, grandmother, grandchild, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, uncle, aunt, or child related by blood, marriage, or member of his/her immediate household not to exceed three (3) days in any school year.
2. Holy days not to exceed three (3) days in any school year.
3. Quarantine.
4. Absence for husband for birth of child to wife not to exceed two (2) days in any school year. Absence for parent for adoption of child not to exceed two (2) days in any contract year.
5. Temporary absence for personal reason limited to situations not under the control of the employee, which make such absence from service necessary. The appropriate assistant superintendent must give prior approval. Such approval shall not be unreasonably withheld.

An employee must make the necessary arrangements before taking leave and must file the Personal Leave Request Form prior to taking leave. An employee, who has taken personal days on an emergency basis, must, upon the date of his/her return from the day(s) of absence, and in no case later than the day following his/her return from leave, file the Personal Leave Request Form. Failure to file the Personal Leave Request Form will render the leave unauthorized and will mean loss of pay for that/those day(s).

B. Sick Leave

All ten (10) month full-time bargaining unit members shall be entitled to twenty (20) days of sick leave per year, which shall be earned at the rate of two (2) sick days per month for ten months, five of which may be used as personal days. All twelve (12) month full-time bargaining unit members shall be entitled to twenty-four (24) days of sick leave per year, which shall be earned at the rate of two (2) sick days per month for twelve months, five of which may be used as personal days. All twelve (12) month part time paraprofessionals will receive twelve (12) sick days per year, accrued at one (1) per month. Personal days are defined in Article XII.A above. Sick days for all full-time bargaining unit members shall accrue at the end of the month, pro-rated to one and one-half days per month for those working less than a full work year.

Bargaining unit members hired prior to May 7, 2002 shall accumulate unused sick leave from year to year up to two hundred (200) days.

Bargaining unit members hired on or after May 7, 2002 shall accumulate unused sick leave from year to year up to one hundred seventy-five (175) days.

The Parties understand and agree that part sick time shall not accrue for any member hired into the bargaining unit on or after July 1, 2008.

1. Severance

Bargaining unit members hired prior to May 7, 2002 will be eligible to receive severance pay on retirement or death for unused sick leave days that they accumulate but do not use. The formula shall be as follows:

The employee shall receive one (1) day's pay at his/her current per diem rate for each unused accumulated sick leave day to a maximum of fifty (50) days or fifty percent (50%) of the total unused accumulated days, whichever is greater.

Employees retiring between December and June must give ninety (90) days notice in order to receive their severance payment at the time of his/her retirement. Except in the case of death or sudden incapacity, which forces the employee to retire, failure to provide this notification will result in a delay in the processing of the severance payment.

C. Extension of Sick Leave

Nothing herein shall prohibit a member with at least 5 years of service under regular appointment from requesting of the Superintendent an extension of sick leave once his/her accrued sick leave has been exhausted, on either a paid or unpaid basis. Approval/denial shall be in the sole discretion of the Superintendent.

D. Leave Without Pay Other Than Child-Bearing Disability or Child-Rearing Leave

Leave of absence without pay shall be granted upon application to paraprofessionals in cases of extreme personal hardship such as serious illness of a spouse, parent, or legal dependent. Such leave shall be limited to one (1) year.

E. Child-Bearing Disability Leave:

Paraprofessionals who become pregnant may be placed on short-term leave status for child-bearing leave purposes under this paragraph unless they elect a long-term child-rearing leave.

Leaves of absence for child-bearing shall be with pay to the extent of unused sick leave days, but normally not more than six (6) weeks before and six (6) weeks after delivery. A paraprofessional on childbearing leave must give at least four (4) months notice in writing to the Superintendent's designee prior to the expected date of delivery. If such notice is provided, and the paraprofessional returns within eight (8) weeks of her delivery date, she will be assigned to her former position upon return or equivalent position if her former position has been eliminated. If a paraprofessional on childbearing leave returns to work more than eight (8) weeks after the delivery date, she may be assigned to her former position or an equivalent position at the discretion of the Superintendent.

Child-Rearing Leave:

A paraprofessional completing his/her probationary period who is expecting a child or whose spouse is expecting a child, or who has firm plans to adopt a child in the immediate future, upon request, shall be granted a long-term leave for child-rearing purposes. Such leave shall begin either at the start of or at the mid-point of the school year, and shall end either one-half or one (1) full school year later. The request for such leave must be made at least thirty (30) days prior to its commencement, and must specify whether the request is for leave of (.5) one-half or one (1) full year.

Upon return, a paraprofessional shall be assigned to his/her former position or an equivalent position at the discretion of the Administration. Leaves of absence for child rearing shall be without pay, unless otherwise ordered by an applicable final decision of a Court of competent jurisdiction.

F. Jury Duty

An employee shall be entitled to full pay at current base rate for absence due to jury duty provided that reimbursement for same and regular pay together does not exceed the employee's regular wage. The employee shall give adequate notice to jury call so that an appeal to be excused from jury duty can be made on his/her behalf.

G. Military Leave

Employees shall be granted leave without pay for military service for the duration of such service. Any such employee upon his/her return from military leave shall receive full credit toward seniority, longevity, annual salary increments, fringe benefits and other privileges contained herein, as though he/she was in regular service.

H. Employees returning from a Board authorized leave will be placed in their original or equivalent position.

I. Bargaining unit members may be granted an unpaid leave of absence for the purpose of furthering his/her education. Such leave shall begin at either the start or the mid point of the school year and shall be for one half or a whole school year. Requests may be made within sixty (60) days of the commencement of the leave.

To be eligible an employee must have at least two (2) years of satisfactory service. Employees returning from the leave will be offered a comparable position for which he/she is qualified.

Willful violation of the stated purposes for the leave may subject the employee to disciplinary action. The number of leaves granted will be at the Board's discretion.

- J. The Administration reserves the right, in its sole discretion, to reassign any member to an equivalent position, if the member is on a leave of any kind for thirty consecutive school days. This provision shall supersede any other provision contained in this Agreement except for Paragraph E (child-bearing disability leave). Effective June 30, 2007, the Administration reserves the right, in its sole discretion, to reassign any member to an equivalent position, if the member is on a leave of any kind for twenty-five consecutive school days. This provision shall supersede any other provision contained in this Agreement except for Paragraph E (child-bearing disability leave).

ARTICLE XIII **PERSONNEL FILE**

- A. Limitations on File.
Official files shall be maintained in Human Resources/Central Office so that bargaining unit members have a right of access and review of their files. No anonymous letters or materials shall be placed in a bargaining unit member's personnel file. Bargaining unit members shall be notified when material is placed in their file.
- B. Right to Review File.
The bargaining unit member shall, upon request, be given the opportunity to review the contents of his/her file.
- C. Right to Reply.
The bargaining unit member has the right to reply to any document with a formal letter addressed to the Superintendent of Schools. This letter will be placed in the file.
- D. Right to Copy Material.
Each bargaining unit member shall receive, upon request, a copy supervisory records and reports of competence, personal character and efficiency, maintained in his/her personnel file with reference to evaluation of his/her performance. The cost of facsimile copies shall be borne by the Board. The cost of facsimile copies of materials [other than those cited above (e.g. transcripts, recommendations other than employment recommendations, commendatory letters from outside, etc.) shall be borne by the bargaining unit member.
- E. If a paraprofessional is evaluated, the formal evaluation report will be signed by the paraprofessional and evaluator and placed in the member's official personnel file. It is understood that the paraprofessional's signature does not indicate agreement with the evaluation. Further, the paraprofessional shall be entitled to provide a rebuttal to the evaluation either on the document itself or with an attached document. The Parties agree that the evaluation shall generally not be subject to the grievance procedure. However, if a

member receives a less than satisfactory year end evaluation, such evaluation may be pursued through the grievance procedure but shall not be subject to arbitration.

ARTICLE XIV
LOSSES OR DAMAGES

The Board of Education will allocate \$2,000 for the purpose of reimbursing employees in the bargaining unit for damage or loss of personal property, excluding cash, not covered by the employee's insurance, such damage or loss to have taken place during the employee's working hours. All reimbursements will be held until the end of the fiscal year, at which time reimbursement in full or in part to the extent of the \$2,000 will be made. Such payment will not duplicate any amount paid by the employee's insurance.

ARTICLE XV
ADMINISTRATIVE MANUAL

- A. It is understood and agreed that the provisions of the Board Policies, Regulations, and/or Employee Handbook shall be binding on the parties hereto, except to the extent that any specific provisions thereof may be superseded by a specific provision or provisions of this Agreement, in which event this Agreement shall control.
- B. The Board, may during the life of this Agreement, continue to make unilateral amendments, additions, subtractions, or modifications to the Board Policies, Regulations, and/or Employee Handbook provided, however, that no such amendment, additions, subtractions and modifications shall override or effectively contradict any specific provisions of this Agreement.

ARTICLE XVI
WORK DAY AND WORK YEAR

- A. The work year for school year paraprofessionals shall be the student school year plus two (2) additional days to be used as in-service days or 184 days, whichever is greater. Any increase over 184 days shall be subject to the provisions below.
- B. The work year for full-year paraprofessionals shall be 52 weeks, excluding applicable holidays and vacation days.
- C. Effective July 1, 2013, the workday for full-time paraprofessionals shall be seven and a half hours, including a half hour duty free lunch. The workday for full-time pre-k paraprofessionals shall be seven and a half hours, including a half hour duty free lunch and shall occur between the hours of 7:00 a.m. and 5:30 p.m. The work day may be extended with at least two weeks prior notice for professional development or other occasional purpose (e.g. field trips) as long as any member mandated to work over his/her scheduled hours for the day is compensated on a pro-rata basis. After work hour duties which shall not constitute an occasional purpose under this paragraph are detention duty, staff meetings, or staying for late arrival of student transportation/pick up at the end of the day; the previous list is not intended to be comprehensive.

- D. The workday for part-time school-year paraprofessionals shall be defined by the PPT of the student to whom the paraprofessional is assigned or by the specific needs of the student.
- E. The workday for part-time pre-k paraprofessionals shall be three hours and forty-five minutes hours per day, unless it is adjusted by the Board. If such adjustment is made, the member's compensation shall also be adjusted on a pro-rata basis.
- F. The parties further recognize the Board's unilateral right to establish the school day and school year in the best interests of the school system. Should the Board increase the school day or the school year, all paraprofessional salaries shall be adjusted on a pro-rata basis.
- G. The Superintendent or his/her designee may in his/her sole discretion set a different day or year for a school, location, program, or individual (as determined by his/her assignment), as long as the impacted member's compensation is adjusted on a pro-rata basis. Notice of said longer day or year shall be as soon as possible but in no case less than thirty (30) days prior to the change in schedule. Any bargaining unit member who works more than forty (40) hours in a week shall be compensated at time and a half for hours in excess of forty (40) in conformity with applicable law. The member shall be paid a differential for the longer hours while such longer hours are in effect. Such payments shall continue during paid leaves of absence.

Hours of work shall be consecutive, except for the pre-k program or any magnet school or program where such is necessary, or except by mutual agreement between the Board, the bargaining unit member, and the Federation. If the bargaining unit member desires a special arrangement, such an arrangement may be implemented if the bargaining unit member and the Federation first obtain approval from the Board.

ARTICLE XVII

PROFESSIONAL DEVELOPMENT

- A. Effective July 1, 2006, Paraprofessionals will receive credit toward the salary schedule for up to 24 credits per year (July 1 through June 30). The credits must be taken at an accredited college or graduate school. Effective July 1, 2006, members will be required to have newly attained college or graduate school credits, since the date of the last upgrade, to be upgraded to a higher salary placement.
- B. Paraprofessionals who have completed one year of satisfactory service in the Hartford Public Schools and have successfully completed the semester course shall be eligible for tuition reimbursement of up to \$300 per credit, up to a maximum of six (6) credits per year each reimbursable year, summer through spring semester. Members must submit any course for reimbursement within three months of receipt of the final grade, or the claim for reimbursement shall be waived. For purposes of this Article, successful completion means, at a minimum, receipt of a C or pass for the completed course work.

Those members who provide evidence that they are working towards an Associate's degree, Bachelor's degree, or Master's degree, shall be permitted up to a maximum of twelve (12) credits per reimbursable year toward that degree, summer through spring semester, under the rules set forth above. This extension shall cease on June 30, 2012. Thereafter, the maximum shall revert to six credits per reimbursable year.

- C. If a member has been approved to participate in the TOPS program, if such program is recreated by the State, such member will receive credit for upgrading purposes for college credits only.
- D. Any resulting upgrade of salary shall occur once annually, on July 1 of each year. Effective July 1, 2006, the salary lanes called B, BB, C, and CC shall be removed for all members who are not paid on such salary lane on said date. Members employed as of April 7, 2006, and who are on lane B or BB on that date, may upgrade to C or CC lanes until July 1, 2009. Thereafter, those who are grandfathered on the pay lane (B, BB, C, or CC) may remain on said lane but no member may be newly placed on such lane.
- E. The Union agrees that the Board may offer to members full tuition reimbursement for courses as part of an overall promise and plan to attain teacher certification and to work as a teacher in the Hartford Public Schools. Such agreement shall be based on a selection process, as described by a Memorandum of Understanding, and is subject to available funding. This provision shall not be subject to the grievance procedure.

ARTICLE XVIII **SAVE HARMLESS CLAUSE**

The provisions of this Article shall not be subject to arbitration under the grievance procedure.

If the law is revised during the term of this Agreement, the new law will apply and supercede the language provided below.

The Board shall protect and save harmless any bargaining unit employee from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to or death to any person, or in accidental damage to or destruction of property, within or without the school building, or any other acts, including but not limited to infringement of any person's civil rights, resulting in any injury, which acts are not wanton, reckless or malicious, provided such bargaining unit employee, at the time of the occurrence, was acting in the discharge of his/her duties or within the scope of employment or under the direction of the Board. (Conn. Gen. Stat. Section 10-235).

ARTICLE XIX **COVERAGE/MISCELLANEOUS**

- A. When an employee is certified as a teacher substitute and covers an absent teacher's class, he/she shall receive his/her regular salary plus a stipend for each full day of such assignment. The \$60.00 stipend will be effective upon ratification of this agreement.

1. When a teacher is absent for one-half (1/2) day or more, and a substitute teacher is not available, a single paraprofessional will be assigned to substitute teach on a rotating basis. Said paraprofessional must be certified as a teacher substitute. Paraprofessionals who wish to substitute for teachers shall fill out the required State Department of Education certification paperwork on an annual and voluntary basis. Paraprofessionals so certified must substitute as needed. The Board will make every effort to not require paraprofessionals to substitute for more than one class at a time.
 2. When such employee covers the class for an absent special art, music or physical education teacher, he/she shall receive his/her regular salary plus \$10.00 per class period covered.
 3. The \$60.00 stipend will also be paid to unit members who substitute for nurses.
- B. Paraprofessionals may be assigned to cover classrooms for teachers who are attending PPT's and other activities provided that for other than their own classroom, such coverage, except in emergency situations, shall be no more than one sixty minute period per week.
- C. With input from the Federation, the superintendent shall develop a staff development plan for paraprofessionals.
- D. School-wide Floaters
Where "floater" positions are filled, the principal of the school, or her/his designee shall assign the duties of these positions. These positions shall be filled by the Principal at the beginning of the school year and will be posted and filled through the normal posting process. Positions that are not filled through the normal posting process shall be filled through involuntary transfers.
- E. Instructional Paraprofessional and/or Caregivers hired because of the special needs of a specific student shall move with said student from one classroom or school to another.

A paraprofessional hired to work with such student shall not be required to continue with said student if:

- (a) There is a change in the physical or emotional condition of the paraprofessional as documented by a physician or a change in the physical or emotional condition of the student to the extent that the nature of services required to be provided to the student renders the paraprofessional unable to perform the essential function of the position. The paraprofessional may use her own doctor to document the change in condition; however, the Board reserves the right to ask for a second opinion at its own expense.
- (b) The paraprofessional was assigned to said position by virtue of a transfer prompted by decreased enrollment, a reduction in force, or because a position became identified as a bilingual position.

In the case of (b) above, and when at the time of the transfer the paraprofessional had no other choice but to take the one-to-one special needs position, the paraprofessional will be eligible to bid on available postings after he/she has held

the new position for at least six weeks. If the paraprofessional is the successful bidder, he/she will be placed in the new position once his/her current position is filled, but in no case later than ten weeks after he/she was awarded the new position.

- F. This paragraph, and any documents incorporated by reference by this paragraph, shall not be subject to arbitration under the grievance procedure.
1. The side letter of agreement shall be attached to the contract regarding the Federation's Health and Safety Proposal.
 2. The Board will provide special education paraprofessionals with a copy of their assigned building's Fire Drill procedure, upon individual request to School Administration.
- G. Any reference in this Agreement to "day" shall also include the equivalent in hours. If a bargaining unit member's work day changes, the hours worked will be treated retroactively as full days.

ARTICLE XX **JOINT COMMITTEE**

This provision shall not apply to any member who holds or has held a Caregiver position.

- A. 1. All employees who were not changing diapers as of November 30, 1989 may not be required to do so unless:
- (a) They transfer voluntarily to a position requiring diaper changing and they are informed of this fact.
 - (b) They are hired, or re-hired, in a position requiring diaper changing and they are informed of the fact.
2. Employees who were in position requiring the changing of diapers prior to November 30, 1989 can be required to continue to do so.
3. If employees who were not changing diapers as of November 30, 1989 are involuntarily transferred, the provisions of Article VIII will apply. Recalls involving these employees will be handled in accordance with Article XI Section C, except that they will have an additional opportunity to recall if their first recall is to a diaper changing position.

ARTICLE XXI **ASSAULTS**

- A. All assaults and threats of assault that are reduced to writing by a paraprofessional shall be reported (on the Incident Report Form) by the school administration to the Superintendent (or designee). All reports by the school administration shall include the paraprofessional's written report.

- B. It is the intent of the Board and the Federation to assist any paraprofessional who is the victim of an assault and/or battery. The paraprofessional and the Federation shall receive a copy of all written reports to which there is no legal restriction filed by the school administration to either the Superintendent (or designee) or the legal authorities. The paraprofessional and the Federation shall be kept informed of the progress of any investigation of the incident, so long as there is no legal restriction on doing so.

ARTICLE XXII **PENSION**

The provisions of this Article are included in the Agreement for informational purposes only; they are not intended to be comprehensive and may not be up-to-date. This Article shall not be subject to the grievance procedure.

All retirement benefits of the MERF and RAF plans of the City of Hartford including COLA's, if any, as they may be amended from time to time by the Hartford Court of Common Council, shall remain in effect for all bargaining unit members.

In accordance with the ordinances presently in effect the pension benefits provided to members of the bargaining unit are as follows:

1. Normal Retirement Age and Years of Service
 - a. Age 55 with at least 25 years of continuous service
 - b. Age 60 with at least 10 years of continuous service
2. Normal Retirement Allowance
 - a. 2.5% of final average pay for each year of the first twenty (20) years of service and 2% for each year thereafter
 - b. Maximum of 70% of final average pay
 - c. Final average pay equals employee's highest three of the last five years of gross earnings.
3. Early Retirement
 - a. Age 55 with at least 10 years of continuous service
 - b. Normal retirement formula reduced by 4% for each whole year employee retires before age 60.
4. Three percent (3%) interest on employee, contributions upon separation from city employment to the extent provided by ordinance.
5. Employee Contributions
 - a. 4% of earnings on which social security taxes are paid
 - b. 7% of the balance of earnings

6. Retirement Credit for Military Service

This is provided to the extent allowed by ordinance for the time periods specified by Connecticut General Statutes (C.G.S. Sec. 27-103).

ARTICLE XXIII
SAVINGS CLAUSE

- A. If any provision of this Agreement is, or shall be at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with the Federation.
- B. In the event that any provision of this Agreement is, or shall at any time is contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XXIV
JUST CAUSE

No bargaining unit member shall be issued a letter of reprimand copied to the personnel file, suspended without pay, or discharged without just cause.

ARTICLE XXV
PART-TIME PARAPROFESSIONALS

- 1. School-year part-time non-pre-k paraprofessionals shall normally be employed on a one on one basis in the special education program. Full-year part-time paraprofessionals shall normally be used to supplement full-time full-year paraprofessionals. Both school year and full-year part-time paraprofessionals may additionally be used:
 - a. To replace a full-time paraprofessional who is absent on sick or other approved leave.
 - b. In a bona fide emergency.
 - c. On special projects as determined, by the Administration, to be in the best interests of the students of the Hartford Public Schools.
- 2. The Board shall not contract for temporary workers to perform bargaining unit duties unless it is to substitute for a paraprofessional who is on leave, or in the case of an emergency.
- 3. Part-time paraprofessionals shall not be prevented from applying for full-time vacancies;
- 4. Where possible, the Board shall not use two different part-time paraprofessionals with the same student, unless there is a medical or educational need to do so.

5. Part-time paraprofessional shall have access to the health insurance in Article V at the existing group rates at their own expense.

ARTICLE XXVI
PROBATIONARY PERIOD

New employees shall be considered probationary during their first one hundred twenty working days (excluding any authorized or unauthorized leave). During the probationary period, the employee may be discharged at will, and in such event, the employee shall not have recourse to the grievance procedure. Furthermore, new employees will not attain seniority rights during the probationary period. However, upon completion of any employee's probationary period, his/her seniority shall date back to the date of his/her original employment.

ARTICLE XXVII
PRIOR PRACTICES

The parties acknowledge that practices may develop from time to time at one or more of the district's facilities. The practices in effect prior to July 1, 1997 shall not be binding on the parties unless they are expressly incorporated, in writing, herein. However, any arbitration award, memorandum of understanding or side letter regarding current contract language shall remain in effect.

ARTICLE XXVIII
NOTICE OF ARREST

If an employee is arrested for a crime against a person, sexual assault, child abuse or family violence, he/she shall immediately notify the Director of Human Resources in writing.

ARTICLE XXIX
VACATION/HOLIDAYS (full-year paraprofessionals)

- A. Full-time twelve month paraprofessionals
1. All full-time twelve-month employees hired prior to May 7, 2002 shall accrue vacations in accordance with the following schedule:

Years of Service*	Allotment	Per Month
0-2	10 days	0.83 days
3-5	15 days	1.25 days
6-10	20 days	1.66 days
11 or more	24 days	2.00 days

2. All full-time twelve-month employees hired on or after May 7, 2002 shall accrue vacations in accordance with the following schedule:

Years of service*	Allotment	Per Month
0-5	10 days	0.83 days
6-10	15 days	1.25 days
11-15	20 days	1.66 days

2. All part-time twelve month bargaining unit members shall be entitled to the following six (6) holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

ARTICLE XXX
WORKERS' COMPENSATION

The Board will follow all applicable laws regarding worker's compensation.

ARTICLE XXXI
SCHOOL IMPROVEMENT BONUS

Each member who works in a school that show significant improvement shall be paid \$1,250 after the conclusion of the work year. The measure of improvement shall be a significant increase as determined by the Superintendent of Schools for the district. To be eligible, the member must appear and work a full day in such a school on at least 90% of the work days in the relevant work year. Members who work part-time, start mid-year, or travel between schools, shall be eligible for the above bonus on a pro-rata basis.

ARTICLE XXXII
ACADEMIC ASSISTANTS

- A. Academic Assistants work an eight (8) hour day and a two hundred twenty (220) day work year.
- B. Effective July 1, 2012 through June 30, 2013, the annual salary shall be \$32,000.
- C. Effective July 1, 2013 through June 30, 2014, the annual salary shall be \$32,640.
- D. Effective July 1, 2014 through June 30, 2015, the annual salary shall be \$33,299.
- E. Working conditions exceptions. Academic Assistants may be used on a school-wide basis to cover classrooms or to fill other needs to operate the school, including lunch duty, recess, yard-duty, etc. There is no additional pay for covering classes/substitute teaching within the school.
- F. Academic Assistants are a separate classification, with different working conditions, hours, and salary. No bargaining unit member shall be displaced/laid off as a consequence of an Academic Assistant job elimination. Academic Assistants shall only displace Academic Assistants. Academic Assistants shall not have rights to positions in different classifications.

Appendix A – Salary Schedules

Steps	2012-2013					
	7A	7B	7C	7D	7E	7F
	Basic	12	36	60	72	96
		Credits	Credits	Credits	Credits	Credits
	1	2	3	4	5	6
3	19,926	20,502	21,513	22,525	23,661	24,541
4	20,751	21,513	22,777	23,790	24,802	25,558
5	21,513	22,777	23,574	24,707	25,640	26,576
6	22,777	23,539	24,802	25,558	26,576	27,839
7	23,718	24,578	25,815	26,637	27,784	28,982
8	24,661	25,619	26,832	27,715	28,992	30,127
9	25,598	26,660	27,845	28,792	30,322	31,266
10	26,538	27,699	28,859	29,870	31,653	32,411
11	28,384	29,609	30,835	31,902	33,528	34,587
12	29,178	30,439	31,698	32,795	34,468	35,556
13	29,879	31,169	32,458	33,582	35,295	36,410

Steps	2012-2013					
	Full-Year					
	7AA	7BB	7CC	7DD	7EE	7FF
	Basic	12	36	60	72	96
	Credits	Credits	Credits	Credits	Credits	Credits
	7	8	9	10	11	12
3	28,157	28,971	30,395	31,829	33,434	34,677
4	29,324	30,395	32,185	33,619	35,047	36,116
5	30,395	32,185	33,311	34,911	36,229	37,552
6	32,185	33,261	35,047	36,116	37,552	39,338
7	33,514	34,733	36,480	37,639	39,261	40,953
8	34,843	36,200	37,913	39,164	40,969	42,568
9	36,172	37,671	39,345	40,686	42,847	44,182
10	37,501	39,140	40,779	42,206	44,728	45,798
11	40,107	41,841	43,571	45,080	47,376	48,872
12	41,231	43,012	44,791	46,342	48,703	50,240
13	42,221	44,045	45,866	47,453	49,872	51,446

2012-2013						
Steps	7A Basic	Full-Year Part-Time				
		7B 12 Credits	7C 36 Credits	7D 60 Credits	7E 72 Credits	7F 96 Credits
	13	14	15	16	17	18
3	13,794	14,192	14,894	15,595	16,380	16,989
4	14,367	14,894	15,768	16,472	17,170	17,694
5	14,894	15,768	16,319	17,102	17,749	18,398
6	15,768	16,296	17,170	17,694	18,398	19,270
7	16,419	17,015	17,872	18,441	19,236	20,064
8	17,070	17,733	18,574	19,188	20,071	20,855
9	17,721	18,455	19,277	19,932	20,993	21,646
10	18,373	19,177	19,979	20,678	21,912	22,438
11	19,650	20,498	21,347	22,084	23,211	23,943
12	20,201	21,072	21,943	22,702	23,862	24,614
13	20,686	21,578	22,470	23,247	24,434	25,204

Steps	2013-2014					
	7A	7B	7C	7D	7E	7F
	Basic	12	36	60	72	96
		Credits	Credits	Credits	Credits	Credits
	1	2	3	4	5	6
3	21,121	21,732	22,804	23,876	25,081	26,014
4	21,996	22,804	24,143	25,218	26,290	27,092
5	22,804	24,143	24,989	26,190	27,178	28,171
6	24,143	24,951	26,290	27,092	28,171	29,509
7	25,141	26,053	27,364	28,236	29,451	30,721
8	26,140	27,157	28,442	29,378	30,732	31,934
9	27,134	28,259	29,516	30,519	32,141	33,142
10	28,131	29,361	30,590	31,662	33,552	34,355
11	30,087	31,385	32,685	33,816	35,540	36,662
12	30,929	32,265	33,599	34,763	36,536	37,690
13	31,672	33,039	34,406	35,597	37,413	38,595

Steps	2013-2014					
	7A	7B	7C	7D	7E	7F
	Basic	12	36	60	72	96
		Credits	Credits	Credits	Credits	Credits
	1	2	3	4	5	6
3	29,847	30,709	32,219	33,739	35,440	36,758
4	31,083	32,219	34,116	35,636	37,150	38,283
5	32,219	34,116	35,310	37,005	38,403	39,805
6	34,116	35,257	37,150	38,283	39,805	41,699
7	35,525	36,817	38,669	39,897	41,616	43,410
8	36,934	38,372	40,188	41,514	43,427	45,122
9	38,343	39,931	41,706	43,127	45,418	46,833
10	39,751	41,489	43,225	44,738	47,412	48,546
11	42,514	44,352	46,186	47,785	50,218	51,805
12	43,705	45,593	47,479	49,122	51,625	53,255
13	44,754	46,687	48,618	50,301	52,864	54,532

2013-2014

Full-Year Part-Time

Steps	7A	7B	7C	7D	7E	7F
	Basic	12 Credits	36 Credits	60 Credits	72 Credits	96 Credits
	13	14	15	16	17	18
3	14,622	15,044	15,788	16,530	17,363	18,008
4	15,229	15,788	16,714	17,460	18,200	18,756
5	15,788	16,714	17,298	18,128	18,814	19,502
6	16,714	17,273	18,200	18,756	19,502	20,426
7	17,404	18,035	18,945	19,547	20,390	21,268
8	18,094	18,797	19,689	20,340	21,275	22,106
9	18,785	19,562	20,434	21,128	22,252	22,945
10	19,476	20,328	21,177	21,919	23,226	23,784
11	20,829	21,728	22,627	23,409	24,604	25,380
12	21,413	22,337	23,260	24,064	25,294	26,090
13	21,927	22,873	23,818	24,642	25,900	26,716

Steps	2014-2015					
	7A	7B	7C	7D	7E	7F
	Basic	12	36	60	72	96
		Credits	Credits	Credits	Credits	Credits
	1	2	3	4	5	6
3	21,649	22,275	23,374	24,473	25,708	26,664
4	22,546	23,374	24,747	25,848	26,948	27,769
5	23,374	24,747	25,613	26,845	27,858	28,875
6	24,747	25,575	26,948	27,769	28,875	30,247
7	25,770	26,704	28,048	28,941	30,187	31,489
8	26,794	27,835	29,153	30,113	31,500	32,733
9	27,812	28,966	30,254	31,282	32,944	33,971
10	28,834	30,095	31,355	32,453	34,391	35,214
11	30,839	32,170	33,502	34,661	36,429	37,579
12	31,702	33,072	34,439	35,632	37,449	38,632
13	32,463	33,865	35,266	36,487	38,348	39,559

Steps	2014-2015					
	7A	7B	7C	7D	7E	7F
	Basic	12	36	60	72	96
		Credits	Credits	Credits	Credits	Credits
	1	2	3	4	5	6
3	30,593	31,477	33,024	34,582	36,326	37,676
4	31,861	33,024	34,969	36,527	38,079	39,240
5	33,024	34,969	36,193	37,930	39,363	40,801
6	34,969	36,138	38,079	39,240	40,801	42,741
7	36,413	37,737	39,636	40,895	42,657	44,495
8	37,857	39,331	41,193	42,552	44,513	46,250
9	39,301	40,929	42,749	44,205	46,553	48,004
10	40,745	42,526	44,306	45,856	48,597	49,760
11	43,577	45,461	47,340	48,979	51,474	53,100
12	44,798	46,733	48,666	50,350	52,916	54,586
13	45,873	47,854	49,834	51,558	54,186	55,896

2014-2015						
Full-Year Part-Time						
Steps	7A	7B	7C	7D	7E	7F
	Basic	12 Credits	36 Credits	60 Credits	72 Credits	96 Credits
	13	14	15	16	17	18
3	14,988	15,420	16,182	16,944	17,797	18,459
4	15,609	16,182	17,132	17,897	18,655	19,224
5	16,182	17,132	17,731	18,582	19,284	19,989
6	17,132	17,705	18,655	19,224	19,989	20,937
7	17,839	18,486	19,418	20,036	20,900	21,800
8	18,546	19,267	20,181	20,848	21,807	22,659
9	19,254	20,051	20,944	21,656	22,808	23,519
10	19,963	20,836	21,707	22,467	23,807	24,379
11	21,350	22,271	23,193	23,994	25,219	26,015
12	21,948	22,895	23,841	24,666	25,926	26,743
13	22,475	23,445	24,413	25,258	26,548	27,384

Appendix A – Salary Schedules

* The Parties agree to remove the salary lanes B, BB, C, and CC effective July 1, 2006 for all members who are not paid on such pay lanes upon said date. However, any bargaining unit member who is paid on lane B or BB and who is employed as of April 7, 2006, may upgrade to C or CC until July 1, 2009. Thereafter, those who are grandfathered on the pay lane (B, BB, C or CC) may remain on said lane but no member may be newly placed on such pay lane.

APPENDIX B
LONGEVITY

<u>Years</u>	<u>Satisfactory or Better Rating</u>
6-9	\$425
10-14	\$475
15-19	\$600
20 plus	\$700

Members shall be eligible for longevity based on satisfactory or better service. The parties recognize the Board's unilateral right to modify the evaluation tool, and the Board's obligation to bargain over the impact, if any, of such change.

APPENDIX C
INSURANCE GROUP RATES ACCESS

A. Retired Employees

1. Said employees have access to existing insurance group rates at their own cost. Said cost is directly deducted from their pension check.
2. Survivors of retirees may continue to buy into the insurance program (except Life) at group rates.

B. Employees on Board Approved Leaves

1. Employees on Board Approved leave shall continue to be carried by the Board in its insurance plans as would regular employees if they notify the Payroll Office within three (3) weeks of the beginning of the leave except that:
 - a. A person on child rearing or other approved unpaid, if he/she wishes to be covered must pick up the full cost of the insurance during the length of the leave. Life insurance may be converted according to the provisions of the policy; otherwise, it is canceled and must be reapplied for upon return from leave.
 - b. A person on unpaid leave to further his/her education shall have his/her life insurance policy canceled during the same.
 - c. A person on Federation Leave shall be subject to the provisions of Article X.C.
 - d. These provisions except shall not cover a person on military leave as indicated in Article XII, G.

C. Laid Off Employees

1. A person laid off before the 20th day of a month shall have his/her insurance benefits terminated on the first (1st) day of the following month.
2. A person laid off after the 20th day of a month shall have his/her insurance benefits terminated on the first (1st) day of the second following month.
3. The Board shall follow all applicable law related to insurance continuation.

D. Survivors

Survivors of employees may continue to be covered by the insurance plan (except Life insurance) at group rates.

- E. All of the above provisions are subject to Board policies, Insurance Carrier Policies and/or Insurance Commissioner regulations.

In witness whereof, the parties hereto set their hand:

For the Hartford Public Schools:

Jill Carter HA

Date: 6/6/2013

**For the Hartford Federation
of Paraprofessionals:**

Shelley Davis

Date: 6/4/13

Jackeline Davis

Date: 6/4/13

SIDE LETTER
BETWEEN

THE HARTFORD BOARD OF EDUCATION

AND

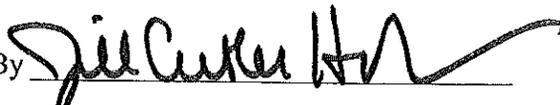
THE HARTFORD FEDERATION OF PARAPROFESSIONALS
LOCAL NO. 2221, AFT, AFL-CIO

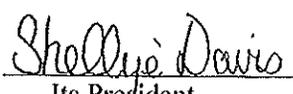
The Hartford Federation of Paraprofessionals and the Hartford Board of Education hereby understand and agree that the Board generally only issues applicable retroactive payments to members who are actively employed at the time the Board ratifies the new collective bargaining agreement. The parties agree to enter a one-time agreement by side letter to differ from normal practice with regard to the distribution of retroactive payments to eligible members who separate from employment on or after July 1, 2008 and before the ratification of the new collective bargaining agreement, effective July 1, 2008 through June 30, 2012.

The Hartford Federation of Paraprofessionals (the "Union") and the Hartford Board of Education (the "Board") hereby understand and agree that the Board only issues applicable retroactive payments to members of the Union who are actively employed as paraprofessionals at the time the Board ratified the new collective bargaining agreement covering July 1, 2012 through June 30, 2015. The date of ratification was May 21, 2013.

FOR THE HARTFORD BOARD
OF EDUCATION

FOR THE HARTFORD FEDERATION
OF PARAPROFESSIONALS, LOCAL NO.
2221, AFT, AFL-CIO

By 
Date 6-6-2013

By  
Its President
Date 6/4/13