

AGREEMENT

BETWEEN

THE MANCHESTER BOARD OF EDUCATION

AND

**THE MANCHESTER TUTOR ASSOCIATION
LOCAL #6545, AFT, AFL-CIO**

COVERING THE PERIOD

JULY 1, 2022

TO

JUNE 30, 2026

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	Recognition	
1		
II	Board's Rights	1
III	Fair Practices	
3		
IV	Working Conditions	
3		
V	Leaves of Absence	
6		
VI	Assignments, Vacancies, Seniority, Layoff and Recall.....	9
VII	Personnel Files	
12		
VIII	Grievance Procedure	
13		
IX	M.T.A. Rights	
15		
X	Wage Schedule	
16		
XI	Fringe Benefits	
16		
XII	Savings Clause	
19		
XIII	Amendment to This Agreement	
20		
XIV	Miscellaneous	
20		

**XV Labor-Management
20**

**XVI Duration
20**

**Appendix A
22**

THIS AGREEMENT IS MADE AND ENTERED INTO ON THE ____ day of _____, 2022 by and between the Manchester Board of Education of the Town of Manchester (hereinafter referred to as the "Board") and the MANCHESTER TUTOR ASSOCIATION, Local #6545, AFT, AFL-CIO (hereinafter referred to as the "M.T.A.").

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 tutors employed by the Manchester School System selected as their sole representative the M.T.A., resulting in the M.T.A. becoming exclusive bargaining representative for all tutors in the unit; and WHEREAS, the Board and its designated representative have met with representatives of the M.T.A. and have fully considered and discussed amongst themselves, wage schedules, working conditions, personnel policies, and other conditions relative to employment, it is agreed as follows:

As used in this Agreement, the term "the Board" shall mean the Manchester Board of Education or its designee(s).

As used in this Agreement, the term "Superintendent" shall mean the Superintendent of Schools or the Superintendent's designee(s).

Except as otherwise provided in this Agreement, the term "days" shall mean business days on which the Board's Central Office is open.

ARTICLE I **RECOGNITION**

The Board recognizes the M.T.A. as the exclusive bargaining representative of all persons employed as tutors including part-time employees as defined in CGS 7-467 working on a regular schedule in the school system for the purpose of negotiating with respect to wage schedules, fringe benefits and conditions relative to employment, and impact of job description changes.

All contracted tutors must have a bachelor's degree.

Not included in the above group are homebound tutors.

ARTICLE II **BOARD'S RIGHTS**

- A. 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 the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of

the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. 10-220 and the following:

- 1) To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.
- 2) To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices, or procedures.
- 3) To discontinue processes or operations or to discontinue their performance by employees.
- 4) To select and to determine the number and types of employees required to perform the Board's operations, and to create, modify and/or eliminate positions accordingly.
- 5) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
- 6) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. Nothing in the preceding sentence shall be construed to prevent the Board from taking disciplinary action against an employee for conduct not prohibited by a specific rule or regulation if the employee should reasonably have known that such conduct was improper.
- 7) To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rates.
- 8) To determine the work year, work day and work schedules for employees.

B. This agreement shall be applicable to all Board-sponsored educational programs.

ARTICLE III
FAIR PRACTICES

Manchester Public Schools is committed to a policy of equal opportunity/affirmative action for all qualified persons. Manchester Public Schools does not discriminate in any employment practice, education program, or educational activity on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, disability (including, but not limited to, past or present history of mental disability, physical disability or learning disability), genetic information, or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws. Manchester Public Schools does not unlawfully discriminate in employment and licensing against qualified persons with a prior criminal conviction.

The provisions of this paragraph are included for informational purposes only, and shall not be subject to the grievance procedure.

ARTICLE IV
WORKING CONDITIONS

A. Work Year and Work Day

1. The work day and work year for tutors shall be established by the Board. The work day for tutors shall generally be either five (5) hours per day or seven (7) hours per day, but the Board may establish other work day schedules as needed based on the needs of the building(s) and/or the student(s).
2. The work year is comprised of the student school year plus three (3) mandatory professional development days. Tutors will be notified no later than May 31st of the prior school year for dates of professional development for the following school year.

Effective July 1, 2022, Labor Day and Indigenous Peoples Day shall be paid holidays.

Effective July 1, 2023, Veterans Day and Thanksgiving Day shall be paid holidays.

Effective July 1, 2024, Martin Luther King Day and Presidents Day shall be paid holidays.

Effective July 1, 2025, Good Friday and Memorial Day shall be paid holidays.

Juneteenth: In addition to the paid holidays set forth above, if an employee is normally scheduled to work on the date designated by the Board for observation of Juneteenth, then Juneteenth will be a paid holiday for the employee, provided that

Juneteenth will not be a paid holiday for any employee whose work year has ended prior to the date designated by the Board for observation of Juneteenth.

3. The school administrator will be responsible for the assigned work day hours based on the needs of the building and/or the student.
4. Tutors will attend meetings, workshops, and other functions of their respective programs as required by the principal and/or supervisor during the established workday. If these meetings, workshops, etc. are scheduled beyond the established workday, all bargaining unit members shall be compensated for their required attendance. It is understood between the parties that the administration will excuse tutors from attendance when the meeting agenda is not relevant to their responsibilities. Any question of agenda relevance will be decided by the Superintendent/designee.
5. Every tutor will be given one duty-free break period of ten (10) minutes per day.
6. Delayed School Openings

When the Superintendent delays the opening of schools, tutors who report at the new starting time will not lose pay for the period of time the schools were not operating. Tutors who report later than their new starting time will be considered late to work and will be subject to pay reduction.

7. Early School Closings
 - a) When the Superintendent closes schools early and offices remain open, tutors essentially have two choices:
 1. Leave at the time of student dismissal, which will result in a pay reduction or,
 2. Remain until the end of their scheduled work day.

If leaving at student dismissal results in a reduction to their regularly scheduled hours/minutes on that day, a pay reduction will result. Remaining after student dismissal, until the end of their regularly scheduled hours/minutes on that day will not result in any pay reduction.
 - b) When the Superintendent closes school and offices early, all tutors will receive their regular pay for all their regularly scheduled work hours on that day.

B. Employee Protection: The Board shall protect and save harmless all tutors in accordance with Section 10-235 of the Connecticut General Statutes.

- C. Resignations: The tutor wishing to terminate employment with the Board of Education shall file a written notice of resignation with the Central Office Human Resources Department at least ten (10) days prior to the last day of work (except in cases of emergency).
- D. Travel Expense: Tutors who are required to travel between schools as a regular part of their assignment shall be reimbursed for mileage at the approved Internal Revenue Service rate for that calendar year provided that requests for such reimbursement are submitted on a monthly basis.
- E. The parties recognize the right of the M.T.A. to refer safety concerns to the Board of Education Health, Safety and Wellness Committee. These referrals should be written with a copy delivered to the Superintendent of Schools/designee. Tutors shall be allowed to participate in and attend safety committee meetings for the building in which they work.
- F. All disciplinary action will be for just cause and subject to the grievance procedure. Notice of intent to dismiss shall be in the form of a written statement from the Superintendent/designee.

All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being taken.

- G. Disciplinary actions shall normally include and follow this order:
 - (1) A verbal warning
 - (2) A written warning
 - (3) Suspension without pay.
 - (4) Discharge

The Administration reserves the right to deviate from the above procedure based on the seriousness of the offense.

The Administration shall, at the time disciplinary action is taken (except verbal warning), furnish the employee and the President of the Union a written statement of reasons for such action and the period of time for which any suspension is to be in effect.

- H. Newly hired bargaining unit members within each category shall serve a probationary period of sixty (60) days. During this sixty (60) day period, bargaining unit members' work will be evaluated to determine if it is satisfactory. If it is not deemed satisfactory, the bargaining unit member may be reassigned or terminated by the Superintendent/designee, at the complete discretion of the Superintendent/designee. During this probationary period the employee shall have no seniority rights, but shall be subject to all other provisions of this Agreement. The one exception will be that the probationary employee will have no rights to the grievance procedure with respect to termination of employment and any disciplinary action.

- I. At the direction of the building principal or supervisor, tutors working at least five (5) hours per day shall arrange for individual and/or collaborative preparation time of at least one hundred fifteen (115) minutes per week under normal circumstances and this shall be in effect unless staff cuts in special areas must be made due to budget constraints. In no event shall there be less than ninety (90) minutes per week of individual and/or collaborative preparation time. All tutors who work less than five (5) hours per day shall receive preparation time on a pro-rated basis.
- J. Classroom Coverage: Employees who are assigned to cover a classroom for a teacher who is not present in the classroom for more than thirty (30) minutes shall be paid an additional \$12.50 per hour in addition to their hourly rate. Such payment shall apply to the entire time period that the tutor provides such coverage, provided that that the total time period is more than thirty (30) minutes. (Example: If a tutor provides such coverage for thirty-five (35) minutes, the tutor will be paid the \$12.50 coverage rate for that entire 35-minute time period).
- K. Workspace: Tutors shall work in collaboration with building administrators to identify location(s) to be used as working space for work with students.

ARTICLE V
LEAVES OF ABSENCE

- A. Sick Leave:
 - 1. Tutors who work twenty-five (25) hours per week shall be entitled to ten (10) days of sick leave with full pay each year. Tutors who work less than twenty-five (25) hours per week shall be entitled to prorated sick leave with full pay each year. Tutors may accumulate sick leave (for use purposes only, with no payment for unused sick leave), up to a maximum of 185 days. There is no sick payout.
 - 2. Personal time and sick time shall be taken in hourly increments. A fraction of an hour shall be counted as one hour. Time spent at medical or dental appointments which cannot be made at other than school time shall be charged against sick leave in hourly increments.
 - 3. Leaves of absence due to pregnancy disability shall be treated as sick leave in accordance with applicable state and federal law. Whenever possible, the parties recognize that it is appropriate for the-tutor who is pregnant to notify the Superintendent/designee well in advance of her delivery date, so that the Board can plan appropriate coverage.
 - 4. Sick Leave Bank
 - a) A member of the M.T.A. shall be permitted to contribute up to two (2) sick days from his/her sick leave accumulated reserve each school year to

a “Sick Leave Bank”. Members may not contribute less than one (1) day. This Bank shall be established to aid members who suffer catastrophic illness or injury and whose sick leave accumulation has been exhausted.

A catastrophic illness or injury is life threatening or very severe and typically will require an inpatient hospital stay or stay in a residential medical care facility or hospice. A catastrophic illness or injury may occur suddenly without warning or after a period of illness that is long term due to the medical condition and can have serious, long-term effects on the individual.

The employee or immediate family member must have a catastrophic illness or injury, verified by the Sick Leave Committee. The Sick Leave Committee may require medical or other information to facilitate its ability to verify the employee’s or immediate family member's catastrophic illness or injury.

The Bank shall be built up to a maximum of 300 days. No more days shall be added until the Bank is depleted to approximately 150 days. A member must contribute for at least a year before being permitted to apply for benefits.

- b) A contributing member with less than two years in the Manchester School System may be permitted, on written application to the Superintendent or his/her designee, to draw up to thirty (30) days against the Bank after his/her own accumulated sick leave has been exhausted.
- c) A contributing member with two years or more in the Manchester School System may be permitted, on written application to the Superintendent or his/her designee, to draw up to sixty (60) days against the Bank after his/her accumulated sick leave has been exhausted.
- d) The following conditions shall also apply:
 - i) Contributions to the Bank must be submitted to M.T.A. by October 1st and received by the Board by October 15th.
 - ii) The Union shall make all notification to the members with regard to membership and contributions to the Bank.
 - iii) The Union shall keep all records of contributions and send them to the Human Resources Department. Such records shall be forwarded by October 15th.
 - iv) A person withdrawing membership or ceasing contributions to the Bank will not be able to withdraw contributed days.
 - v) Tutors withdrawing sick leave days from the Bank will have to replace one (1) day in order to be eligible for future Sick Bank withdrawals.

- vi) Sick leave shall mean the leave an employee has for the year plus his/her accumulated sick leave.
 - vii) The Sick Leave Committee shall consist of two (2) members of the bargaining unit and two representatives designated by the Superintendent.
 - viii) The Union must formally state its position on each application.
- B. Jury Duty: Tutors who are required to serve on jury duty will receive full wages during the period of such service, subject to their prompt remittance to the Board of an amount equal to the compensation paid to them for such jury duty.
- C. Personal Leave: Each bargaining unit member shall be allowed, subject to the approval of the Superintendent/designee, three (3) days with pay for personal leave with advance notice of 48 hours except in case of emergency. Such requests will be made on forms as provided by the Human Resources Department. Such requests shall not unreasonably be denied. A personal day may not be taken before or after a scheduled holiday, break period, or other day in which school is not in session unless it is a case of emergency or there has been advanced approval by the Superintendent/designee.
- D. Leave for Critical Illness and Bereavement Leave: In the event of critical illness or death occurring in the family (i.e., spouse, child, parent, sibling, or parent of spouse) of any employee, no deduction in wages will be made for absence up to, but not exceeding, five (5) days per year. In the event of death occurring to one to whom an employee owes special respect and whose funeral attendance is expected, time will be allowed for the employee to attend the funeral services, permission to be granted subject to the approval of the Superintendent/designee.
- E. Each employee may be allowed up to three (3) days without loss of pay for performance of religious obligations.
- F. Professional Leave: Each employee may be permitted attendance at recognized educational meetings. The arrangements for such meetings must be made in advance, and the completed plans approved by the Superintendent.

ARTICLE VI
ASSIGNMENTS, VACANCIES, SENIORITY, LAYOFF AND RECALL

- A. Tutors are assigned by the Superintendent of Schools/designee, based on the best educational interests of students, as determined by the Superintendent/designee.
- B. Every reasonable effort will be made to notify each tutor in writing by August 1st of his/her assignment for the next school year. Such assignments shall be subject to change depending upon enrollments and based on the best educational interests of students, as determined by the Superintendent/designee.

- C. In order to request a change of assignment for the following school year, an employee must file a written request for a change of assignment, stating the reasons for such reassignment, with the Superintendent of Schools/designee not later than May 15.
- D. Employees may be reassigned by the Superintendent/designee during the course of the school year as may be necessary in order to best serve the educational interests of students. If such a reassignment during the school year is necessary, the Superintendent/designee shall first seek volunteers for the reassignment, and shall first consider any such volunteers for the reassignment. However, the Superintendent/designee shall have the right to make the final determination as to which employee will be reassigned, including the need to make an involuntary reassignment if necessary in order to serve the best educational interests of students. The Superintendent/designee shall consider seniority as a factor in making such determinations. However, in all cases, the Superintendent/designee shall make the final determination based on the best educational interests of students.

Prior to any reassignment of an employee during the school year, the Superintendent/designee shall meet with the affected employee and an MTA representative in order to explain the reasons for the reassignment. Wherever practicable, the Superintendent/designee shall provide at least two (2) weeks' notice prior to the effective date of any such reassignment.

- E. Job Vacancies: Announcement of vacancies in existing bargaining unit positions or openings in newly created jobs shall be made when they occur. The qualifications of the position shall be posted in the announcement for a period of five (5) days. Outside notification and interviews for positions may occur concurrently with the posting to bargaining unit members. However, first consideration shall be given to qualified internal applicants. Notification of vacancies shall be provided as follows:
 - 1. Each member shall have access to a mailbox and an email account.
 - 2. All vacancies and new positions are sent electronically to all members via the job bulletin and posted in the staff lounge of each school. The application is sent with the bulletin. All members must complete an application for each job in which they are applying. Members that have been displaced due to elimination or layoffs will have recall rights as set forth in Article VI, Section F.
 - 3. The union president shall receive a list by October 1 of each school year of all positions covered under this collective bargaining agreement. In addition, the president (s) shall be notified immediately of all vacancies, newly created positions accompanied by job posting and qualification requirements), and changes as they occur; such notification requirement to include time-reporting positions. Employees are responsible for sending copies of the application to Human Resources, Principal/Supervisor and Union President.

4. When a member is offered a position, the member shall not be permitted to apply for another position until the end of the current school year.
5. Employees who are displaced due to elimination of a position or layoff and who are appointed to an open position will be permitted to apply for and accept only one other position for the remainder of that school year.

F. Eliminations/Layoffs/Recall:

The Board shall meet and confer with the officers of the M.T.A. regarding any position elimination seven (7) days prior to any notices being sent to the affected employees.

1. If an employee's position is eliminated at any point during the calendar year (not including summer school/camp positions), the employee will have twenty (20) days to secure an open position through the application process. If at the end of the twenty (20) day period, the employee has not secured a position through the application process, the employee will be reassigned to an open position in their job title within class or lower by the Administrator and/or Special Education Supervisor in collaboration with the M.T.A. External candidates will be not considered until all eliminated employees secure a position in the district. If there are no open positions at the end of the twenty (20) day period, an employee must inform Human Resources and the M.T.A. in writing of their intent to exercise their bumping rights. The employee must show that they have applied for open positions before they are allowed to exercise their bumping rights. Bumping will begin with the least senior employee in their job title within class. Then if necessary, the least senior employee in a lower classification would be affected. An employee must be qualified in order to bump into a position. In no case shall an employee be permitted to bump into a position in a higher classification.
2. Any employee currently in a benefit earning position may bump the least senior employee in a benefit earning position, which is in the same pay grade or lower job classification, for which he/she is qualified. Part-time employees shall have similar bumping rights over other part-time employees as described in this article.
3. When the bumping process is completed and layoffs become necessary, employees with the least seniority based on date of hire in the bargaining unit within the affected job title within class or lower shall be laid off.
4. The recall list shall be established and maintained by the Board and from the effective date of layoff, shared and updated with the MTA. Employees shall have recall rights for one year. Should any laid off employee be recalled to a position in the same job title within class, and decline that position, such employee will be removed from the recall list and lose any further recall rights.
5. Laid off employees shall be rehired in order of their seniority to open positions in the classification from which they were laid off, or open positions in a lower

classification, provided that they are qualified for such positions. No outside applicant shall be hired for an open position while there is a qualified employee with recall rights to the position.

6. Should an employee be assigned two (2) .5 positions, and one of the positions is affected by conditions as described in this section, they shall have the same rights described herein, in order to secure a full time benefit earning position.
 7. Human Resources shall inform the employee with an eliminated position that they must first consult the vacancy list and apply for any open positions for which they are qualified for prior to initiating any bumping procedures.
- G. Definition: All employees in the bargaining unit shall have seniority in accordance with their most recent date of hire in a position in this bargaining unit.
- H. Leaves Without Pay:
1. Leaves of absence without pay may be granted for the following reasons:
 - a. for the purpose of further study
 - b. for health reasons, upon advice of physician
 - c. childrearing
 - d. for other valid reasons subject to the review and recommendation of the Central Office.
 2. Application for such leaves of absence must be made in writing to the Superintendent/designee. Any request for a leave of absence submitted after May 1 may not be approved by the Board of Education.
 3. It is expected that, as far as possible, leaves will be so arranged to begin at the close of a school term.

ARTICLE VII **PERSONNEL FILES**

Official personnel files shall be maintained in accordance with the following procedures:

- A. Administrators will be encouraged to place in the file information of a positive nature indicating special competencies, achievements, performances, or contributions of a civic nature. All material received from and signed by responsible sources concerning a tutor's conduct, service, or character may be placed in the file. No anonymous letters or materials shall be placed in a personnel folder. The tutor shall be notified in advance of

the placement of any critical material in his/her file and after examining the same shall, for the purpose of identification only, affix his/her signature thereto, reserving the right to respond by addenda affixed to such critical material.

- B. A tutor shall be given the opportunity to review the contents of his/her file and reasonable requests for review shall not be withheld. The Human Resources Department will arrange a mutually convenient appointment with each tutor for a review of his/her file.
- C. The tutor 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. The tutor shall be permitted to copy materials in his/her file.

ARTICLE VIII **GRIEVANCE PROCEDURE**

A. Definition:

Class 1 A grievance shall mean a complaint by a tutor that there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement.

Class 2 A grievance shall mean a complaint by a grievant that he/she has been treated unfairly or inequitably.

NOTE: As used in this Article, the term "grievant" shall mean (a) an individual tutor, (b) a group of tutors having the same grievance, or (c) the M.T.A.

B. Procedures:

1. A grievant, accompanied by an M.T.A. representative, if grievant desires, shall first discuss the problem with the school official serving as his/her immediate superior (coordinator, supervisor, or principal). If the matter is not resolved to the grievant's satisfaction within fifteen (15) days the grievant shall submit it in writing within fifteen (15) days thereafter to such immediate superior above for a satisfactory adjustment. The written grievance statement shall include a statement of facts, the specific article of the agreement violated (where applicable), and the remedy sought. Such immediate superior may request a meeting with the grievant and an M.T.A. representative prior to making a decision, but in any event must render his/her decision in writing, with copies to the grievant and to the M.T.A. within fifteen (15) days of the submission to his/her immediate supervisor by the grievant.
2. Failing satisfactory settlement within such time the grievant may, within fifteen (15) days, appeal in writing to the Superintendent or a designated representative,

and such writing shall set forth specifically the act or condition on which the grievance was based on the first step above and the grounds upon which the appeal is based.

3. The Superintendent and/or a representative shall meet with the grievant, and an M.T.A. representative, if grievant desires, within fifteen (15) days of the receipt of such appeal, and shall give a decision in writing to the grievant and to the M.T.A. within fifteen (15) days of the meeting.
4. If the aggrieved person is not satisfied with the disposition of his/her grievance by the Superintendent/designee, he/she may submit the grievance to the Board of Education. Such submission must be in writing and received by the Board within fifteen (15) days from the date of the decision of the Superintendent/designee. The Board of Education will hear the grievance within fifteen (15) days after receiving the written grievance and will render a written decision within fifteen (15) days.

C. Arbitration:

NOTE: Only Class I grievances may be taken to arbitration.

The M.T.A. shall have the right to take to arbitration any Class I grievance not settled satisfactorily at the Board level. The American Arbitration Association shall be used as the arbitration agency. In order to proceed to arbitration regarding a grievance, the M.T.A. must file a written request for arbitration with the American Arbitration Association, with a copy to the Superintendent/designee, no later than fifteen (15) days after the Board's decision regarding the grievance. The parties shall be bound by the rules and procedures of the American Arbitration Association. The arbitrator shall be bound by the provisions set forth in this Agreement, and shall have no authority to add to, delete from or modify the provisions of this Agreement.

D. General Provisions

1. No grievance may be filed more than twenty (20) days after the occurrence or knowledge of the occurrence whichever is later.
2. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the grievant to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the grievant of the decision rendered. The time limits specified at any step may be extended in any particular instance by written agreement between the Superintendent/designee and the M.T.A.
3. 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 and to be heard. 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 the grievant, his/her M.T.A. representative and witnesses.

4. Grievances arising from the action of an official other than the coordinator, supervisor or principal may be initiated with the Superintendent or a designated representative as set forth in B, 2 above.
5. The M.T.A. shall have the right to initiate a grievance or appeal from the disposition of a grievance of an employee or group of employees at any step of the procedure.
6. The M.T.A.'s representatives may be permitted, when otherwise free from duty assignment insofar as they do not interfere with normal classroom procedure or work of others, to investigate matters which relate to the terms and conditions of the Agreement. The M.T.A. will inform the Superintendent/designee of the names of M.T.A. representatives who will handle this responsibility and these representatives will obtain prior permission to leave their workstation from the Superintendent/designee.

ARTICLE IX **M.T.A. RIGHTS**

Deduction of Dues:

The Board agrees to deduct union dues from the pay of all its employees who voluntarily authorize such deductions. All monies deducted in accordance with this Article shall be forwarded to the M.T.A. monthly. Upon payment thereof to the M.T.A., the Board shall be held free and harmless from any liability in handling such M.T.A. dues and may require a release from the M.T.A.

Copies of Agreement:

The Board agrees to provide all bargaining unit employees with electronic access to the collective bargaining agreement in a pdf format.

Bulletin Board:

Space will be provided on staff bulletin boards in each school for tutor notices and other communications pertaining to M.T.A. matters.

Release Time:

Union officials shall be granted reasonable leave with pay each year to attend meetings, conferences, conventions, or workshops subject to the prior approval of the

Superintendent/designee. The Board shall provide the M.T.A. President with one-half day of leave time every other week for the purpose of carrying out his/her responsibilities as M.T.A. President. Prior to the start of each school year, the Administration shall determine the day of the week on which such leave shall normally be provided for that school year, following consultation with the M.T.A. President. The Administration shall have the right to modify the schedule for such leave time for any given week when the Administration determines that such modification is necessary based on the educational needs of the district for any such week. In no event shall the release time provided under this section interfere with the educational interests of the school district.

Letters of Hire:

New employees' letters of hire will be sent to the MTA.

ARTICLE X
WAGE SCHEDULE

- A. The wage schedules are set forth in Appendix A.
- B. Service equivalent to ninety (90) days or more during any school year shall be credited as a full year for wages purposes.
- C. All employees will be paid by direct deposit.

ARTICLE XI
FRINGE BENEFITS

- A.
 - 1. Tutors who are regularly scheduled to work less than thirty (30) hours per week have access to the following health insurance plan by paying 100% of the premium cost with no dependent coverage. No Board contribution to the H.S.A. deductible for such employees.
 - 2. Tutors who are regularly scheduled to work at least thirty (30) hours per week will be eligible for the health insurance benefits set forth in this Article and in accordance with the Affordable Care Act. These bargaining unit employees will be notified of their eligibility for affordable health insurance as specified by Article IV.
 - a. The Board will contribute the following amounts into the HSA of each eligible employee' (i.e., tutors who are regularly scheduled to work at least thirty (30) hours per week), as applicable:
 - i. Individual Coverage: \$1,000
 - ii. Family Coverage: \$2,000

- b. One-half of the Board's contribution toward the HSA plan deductible for such employees will be deposited into the HSA accounts in September, and the remaining one-half of the Board's contribution will be deposited into the HSA accounts in January. The Board's contribution toward the funding of the deductible shall not be deemed an element of the underlying insurance plan. Rather, the Board's contribution toward the funding of the deductible shall relate solely to the manner in which the deductible shall be funded for actively employed individuals who are regularly scheduled to work at least thirty (30) hours per week. The Board shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.

- c. Health Reimbursement Account: A Health Reimbursement Account ("HRA") shall be made available for any employee who is regularly scheduled to work at least thirty (30) hours per week and who is precluded from participating in a Health Savings Account ("HSA") because the employee receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for employees participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HSA. The Board shall have no responsibility for any administrative and/or monthly costs associated with the set-up and/or administration of the HRA.

- d. Premium Contributions: Effective July 1, 2022, eligible employees shall contribute 15% of the premium for the cost of the HSA Plan, and the Board shall contribute 85% of the premium for the cost of the HSA Plan.

Effective July 1, 2023, eligible employees shall contribute 15.5% of the premium for the cost of the HSA Plan, and the Board shall contribute 84.5% of the premium for the cost of the HSA Plan.

Effective July 1, 2024, eligible employees shall contribute 16% of the premium for the cost of the HSA Plan, and the Board shall contribute 84% of the premium for the cost of the HSA Plan.

Effective July 1, 2025, eligible employees shall contribute 16.5% of the premium for the cost of the HSA Plan, and the Board shall contribute 83.5% of the premium for the cost of the HSA Plan.

The following HSA Plan shall be the sole plan offered to employees in the bargaining unit.

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/4,000	
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Co-insurance Maximum (individual/aggregate family)	N/A	\$3,000/\$6,000
Cost Share Maximum (individual/aggregate family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense, subject to post-deductible drug co-payments as set forth below.	

Following exhaustion of the deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40 (retail), and a two times co-payment for mail order.

All employees shall pay for their premiums on a pretax basis through the Section 125 plan established by the Board.

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I, or similar statute if amended, the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax, or similar if amended, with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations. During such mid-term negotiations, the parties will reopen the health insurance provisions of Article XI for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

- B. \$15,000 basic life insurance (Board pays 100% for this insurance). No life insurance at retirement.
- C. Full Service Dental Plan - individual and family plan including the rider for unmarried children at full cost to the employee. Active employees will be offered dental riders A, B, and C at the Board's full group cost to the employee.
- D. The Board reserves the right to change health insurance plans to a plan that is the same or similar to the plans currently provided, with same or similar being defined as the benefits arrangements provided by an alternative health insurance benefit carrier being such that the size of the network offered must be 80% of that currently offered with similar

geographic patterns. The following will be excluded in determining whether a plan is similar or not: out-of-state reciprocal arrangements for routine care (non-emergencies), except that at least one plan option shall include such out-of-state reciprocal arrangements; claims processing; payment methods and plan documents definitions and language.

If the Union disapproves of any change pursuant to the written statement noted above, it may submit the issue to arbitration within fifteen (15) days of receipt of notice from the Superintendent that the Board intends to implement the new plan. Arbitration in accordance with the rules of the American Arbitration Association shall be the exclusive method for deciding the above issue.

- E. Each tutor will receive copies of all applicable insurance policies and contracts.
- F. Employees shall make their pension contribution with pre-tax dollars, on a wages reduction basis, under section 414 (h) (2) of the Internal Revenue Code. Employees enrolled in the defined benefit plan as of 6/30/2010 shall remain in that plan. Employees hired on/after 7/1/2010 will only be eligible for the defined contribution plan.

ARTICLE XII **SAVINGS CLAUSE**

- A. 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 negotiation with the Association.
- B. 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.

ARTICLE XIII **AMENDMENT TO THIS AGREEMENT**

- A. This Agreement contains the full and complete agreement between the Board and the M.T.A. on all bargainable issues, except as noted below and neither party shall be required during the term hereof to negotiate or bargain upon any issue, whether it is covered or not covered in this Agreement.
- B. Negotiations with respect to wages for any new or revised positions within the bargaining unit shall be initiated at the written request of either party.
- C. This Agreement may be amended or modified by the mutual agreement of the parties although it is recognized that neither party has any obligation to negotiate such amendment or modification during the life hereof, except as noted in Section B above.

ARTICLE XIV
MISCELLANEOUS

- A. The M.T.A. shall be given the use of a meeting place on school grounds at Board cost.
- B. The Board shall furnish the M.T.A. with a list of all time-reporting positions, the people who fill those positions, and the places where they work.
- C. The M.T.A. President shall have an e-mail address provided to him/her to aid the performance of his/her duties.

ARTICLE XV
LABOR-MANAGEMENT

To help achieve and promote a harmonious relationship and effective communication, the Union and the Administration agree to meet periodically to discuss matters of mutual concern. Such meetings will be coordinated by the Superintendent of Schools or designee and the Union President or designee on a quarterly basis, or more frequently as mutually agreed to by the parties.

ARTICLE XVI
DURATION

This Agreement shall be effective upon signing. The Agreement shall continue in force and effect through June 30, 2026. Negotiations for a successor agreement will commence no later than February 1, 2026.

Dated _____, 2022 at Manchester, Connecticut.

Signed: _____
Alexandra Lerch
President, M.T.A. Local #6545

Signed: _____
Matthew Geary
Superintendent of Schools

APPENDIX A
Wage Rates for Tutors

Years of experience shall be calculated based on most recent date of hire.

Job Title

EL Tutors

Instructional Tutors:

Classification

Class I

Class II

Class I Tutors				
<u>Step</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>
1	\$25.11	\$25.67	\$26.25	\$26.91
2	\$27.62	\$28.24	\$28.88	\$29.60
3	\$30.16	\$30.84	\$31.53	\$32.32
4	\$32.66	\$33.39	\$34.14	\$34.99
5	\$33.97	\$34.73	\$35.51	\$36.40
Class II Tutors				
<u>Step</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>
1	\$24.17	\$24.71	\$25.27	\$25.90
2	\$25.56	\$26.14	\$26.73	\$27.40
3	\$26.30	\$26.89	\$27.50	\$28.19
4	\$26.98	\$27.59	\$28.21	\$28.92
5	\$28.06	\$28.69	\$29.34	\$30.07

At the time of hire, the Superintendent/designee shall place any new employee on the proper step on the wage schedule in accordance with the employee's qualifications and experience, as determined by the Superintendent/designee.

Advancement from one step to the next step for those not on top step will occur on July 1st each year.

In order for a year of service to be credited for the purposes of the wage schedule, the employee must have had at least ninety (90) days of paid employment with the Board during the preceding school year.