

PORTLAND BOARD OF EDUCATION
AND
PORTLAND FEDERATION OF
PARAPROFESSIONALS AFT
CONNECTICUT LOCAL #4659, AFT, AFL-CIO
JULY 1, 2022 – JUNE 30, 2025

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This Agreement is made and entered into by and between the Board of Education of the Town of Portland (hereinafter referred to as the "Board") and, Portland Federation of Paraprofessionals, AFT Connecticut Local #4659, AFT, AFL-CIO (hereinafter referred to as the "PFP" or "Paraprofessionals").

ARTICLE I
RECOGNITION

The Board recognizes the Portland Federation of Paraprofessionals as the exclusive bargaining representative of all those employees employed in the position designated as aides or paraprofessional, who work full or part-time, for the purpose of negotiating with respect to wages, hours, fringe benefits and other conditions of employment.

ARTICLE II
NON-DISCRIMINATION

The Board affirms its policy to ensure equal employment opportunity for all persons and to prohibit unlawful discrimination in employment because of race, sexual orientation, color, religious creed, age, marital status, national origin, sex or physical disability. Furthermore, the Board shall not unlawfully discriminate against any paraprofessional because of membership or participation in, or association with, the activities of any paraprofessional organization. The PFP agrees to continue to admit persons to membership without unlawful discrimination on the basis of race, sexual orientation, color, national origin age, sex, religious creed, marital status or physical disability and to represent equally all paraprofessionals without regard to membership or participation in association with, the activities of any employee organization.

An alleged violation of this provision of the collective bargaining agreement shall not be subject to the grievance procedure set forth under Article XIV.

ARTICLE III
EMPLOYEE PROTECTION

The Board shall protect and save harmless any paraprofessional in accordance with Connecticut General Statutes, Section 10-235, as it may be amended from time to time.

ARTICLE IV
BOARD RIGHTS

There are no provisions in this Agreement that shall be deemed to limit or curtail the Board in any way in the exercise of the rights, powers and authority which the Board had prior to this time unless, and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers and authority. The Board's rights, powers and authority include, but are not limited to, the right to manage its operation, direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge or layoff; the right to make all plans and decisions on all matters involving its operations, including the right to add, eliminate or change job assignments, the extent to which facilities of any department thereof, shall be operated, additions thereto, replacements, curtailments, or transfers thereof, removal of equipment, outside purchases of products or services, the scheduling of operations, means and processes of

operations, the materials used and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees, to prescribe rules to that effect; to establish and change performance standards and quality standards, determine the qualifications of employees; regulate quality and quantity of performance and to administer the Board's business efficiently.

ARTICLE V
PFP RIGHTS

A. **Dues**

1. The PFP shall establish and notify the Board in writing of the amount of PFP dues.
2. The PFP shall indemnify and hold harmless the Board against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of, or be by reason of, the administration or enforcement of the provisions of this section.
3. The Board agrees to deduct said dues from the wages of paraprofessionals who voluntarily agree to such deduction by submitting a signed form authorizing the deduction. The Board shall honor members' individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for Union dues or fees.

B. The PFP may call meetings of its membership and shall have the opportunity to hold such meetings at any school building after the employees' regular workday, provided that a three (3) day notice of the intent to use a school building has been given to the building administrator.

C. The Board agrees to furnish a copy of this Agreement to each paraprofessional.

D. Upon the PFP's request, there shall be made, if available, to it any and all information, statistics, and records to the extent such material is readily available or is reasonably obtainable, which the PFP may deem to be relevant or necessary for the proper enforcement and implementation of the terms of this Agreement, or for negotiating a successor Agreement.

E. A copy of any notice relating to the employees represented by the Union (including, but not limited to, the names of any paraprofessionals who retire or resign from employment with the Board), shall be provided to the PFP President at the PFP President's District email address.

F. **Personnel Files:**

1. Employees shall have the right to inspect their own personnel file.
2. An employee's file may be updated at the request of an employee and with the agreement of the Superintendent of Schools.
3. Records not available for inspection by the employee shall not be used as evidence in any hearing or punitive action.

- G. On or before one (1) week prior to the last scheduled work day for paraprofessionals, the President of the PFP and each paraprofessional shall be notified by the appropriate administrator regarding the paraprofessionals' assignment for the following school year, provided that the Board has an approved budget by such time. If conditions arise where changes must be made during the summer, the President of the PFP and the impacted paraprofessional(s) shall be notified as soon as possible. Nothing herein shall impact the Board's right to either layoff any such employee after notice is provided or discharge an employee for just cause.

ARTICLE VI
WORKING CONDITIONS

- A. The work year shall consist of one hundred eighty-three (183) days with one (1) of those days being convocation and one (1) of those days scheduled at the discretion of the Superintendent (or his or her designee).
- B. The standard workday for all paraprofessional shall consist of six (6) hours for a total of one thousand ninety-eight (1,098) hours per school year.
- C. Every paraprofessional shall be provided with an unpaid duty-free lunch period equivalent to the length of the students' and/or other professional staffs lunch period.
- D. Paraprofessionals assigned to a particular class or professional staff member may participate in class trips or activities at the discretion of the building administrator or his designee.
- E. Evaluations of paraprofessionals, by building principals, will be written following the agreed upon procedures and done yearly by June 1st.

ARTICLE VII
WAGES

- A. The wage rates effective for the term of this Agreement, shall not be modified other than by mutual consent of the parties, and is set forth in Appendix A attached hereto and made a part of this Agreement.
- B. **Longevity** - In recognition of the length of service in a bargaining unit position covered by this Agreement, the following longevity payment shall be made to all paraprofessionals hired by the Board prior to September 1, 2015 for a bargaining unit position:
 - 1. Ten (10) years of service - Three hundred dollars (\$300.00)
 - 2. Fifteen (15) years of service- Four Hundred dollars (\$400.00)
 - 3. Twenty (20) years of service - Six hundred dollars (\$600.00)
- C. **Coverage** – Paraprofessionals may be assigned by the administration to cover a class in the event of the absence of a supervising teacher or other certified professional due to, but not limited to, meetings, inability to obtain a substitute teacher, etc. Paraprofessionals assigned to cover a class will be under the supervision of an administrator or other certified professional employee. Paraprofessionals who cover a class for an absent teacher shall be

required to perform the duties of the absent teacher, but shall not be assigned additional duties except during the preparation period of an absent teacher.

Paraprofessionals who cover, for teachers who are at work but need class coverage shall receive no additional compensation unless the teacher whose class is covered leaves their assigned school building and grounds while the class is covered by a paraprofessional, in which case the paraprofessional shall receive payment at time and one-half her/his normal hourly rate during the period of the teacher's absence.

- D. If the Board requests that a paraprofessional take a course or program associated with the performance of the paraprofessional's work, then the Board shall pay all the tuition costs and/or fees for any such course(s) and/or program(s).
- E. The Board shall pay the costs for state or federal mandated tests that are required to retain the specific position. Failure to pass the examination after two attempts will result in the employee's termination of employment, effective immediately.
- F. **Full Day Substitute** - In the event that a building administrator needs a paraprofessional to substitute, the paraprofessional shall be assigned and compensated with regular hourly pay plus thirty-five dollars (\$35.00). Paraprofessionals who substitute for the full day for an absent teacher shall be required to perform the duties of the absent teacher, but shall not be assigned additional duties except during the preparation period of an absent teacher.
- G. As part of a paraprofessional's regular duties and responsibilities, paraprofessionals shall be available to perform morning or afternoon bus duty at the discretion of the building administrator. Bus duty shall be paid at the paraprofessional's normal hourly rate of pay.

Every effort will be made to seek volunteers for afternoon bus duty before paraprofessionals are involuntarily assigned to afternoon bus duty. Paraprofessionals shall be assigned such duty on a rotating basis unless volunteers are made available beforehand.
- H. Effective with the first payroll period after July 1, 2017, all bargaining unit employees shall be paid via direct deposit. Accordingly, all remuneration owed to employees shall be paid via direct deposit. Bargaining unit employees shall complete necessary documentation in order for the Board to implement direct deposit.

ARTICLE VIII
SENIORITY/PROBATION/LAYOFF/RECALL

- A. All bargaining unit members shall have bargaining unit seniority in accordance with their most recent date of hire.
- B. Seniority shall govern all layoffs with the least senior employee being laid off, providing the next more senior employee has the qualifications and ability to perform the job. Any employee who is laid off shall have recall rights in order of seniority for a period of one (1) year from the date of the layoff for any paraprofessional position that becomes vacant by either resignation or creation of a new position by the Board. An employee who wishes to exercise his recall rights must do so within five (5) workdays following the notice of a recall opportunity and must have the qualifications and ability to perform the job. Recall

notices will be provided to laid off employees by letter to the individual's last address appearing on board records via certified mail, return receipt requested. A regular mail copy shall be sent to the Union President. This shall be the only board obligation regarding recall notice to a laid off employee to be recalled.

- C. All new employees hired after the effective date of this Agreement shall be subject to a probationary period of ninety work (90) days, during which time the probationary employee shall have no access to the contractual grievance procedure if disciplined and the probationary employee may be discharged with or without just cause. Work days shall be defined as full days the employee attends work. All other provisions of this Agreement shall apply to a probationary employee unless specified to the contrary elsewhere in this Agreement.

ARTICLE IX POSTINGS AND OPPORTUNITIES

- A. It is recognized that, during the course of a school year, opportunities in the form of transfers, vacancies, newly created positions, etc. may arise for members of the bargaining unit. Positions that the Board intends to fill shall be posted setting forth the requirements, schedules, rates of pay, and the procedure for application.

The Superintendent shall determine the qualifications for the posted position.

In determining the qualifications, the Superintendent will, among other things, review the applicants evaluations and/or recommendations, previous related experience and whether the applicant meets the minimum specifications for the position as posted.

In determining the successful applicant, the following guidelines shall be used:

1. If the applicants are not equally qualified, the position shall be given to the person found by the Superintendent to be most qualified.
2. If the applicants are equally qualified (as determined by the Superintendent), preference shall be given in the first instance to members of the bargaining unit over applicants who are not members of the bargaining unit and as between applicants who are members of the bargaining unit, preference shall be given by seniority.

- B. All positions that the Board intends to fill shall be made as soon as such openings are known.
- C. Paraprofessionals shall have five (5) working days to apply for openings except where, by mutual agreement of the parties, it may be necessary to post for less than the prescribed period of time.

The PFP President will be notified via email (at his/her District email address) of any positions that are filled during the summer recess that would have been posted if they were to be filled during the school year.

- D. The PFP President shall receive copies (by email at the PFP President's District email address) of any and all job postings for bargaining unit positions. The PFP President shall

within five (5) working days after a decision is made with respect to the successful applicant(s), be notified, in writing, of the names of those applicants chosen for the posted position(s).

- E. If a position is posted and is filled by a bargaining unit member, the opening created shall not require an additional posting (if the Board decides to fill such position).

ARTICLE X
LEAVES OF ABSENCE

A. **Sick Leave:**

- 1. Employees shall be credited with twelve (12) sick leave days in each contract year cumulative to one hundred twenty-five (125) days.

The twelve (12) sick leave days shall be credited to each eligible employee on the first day of each school year.

Sick leave may be used for personal illness or injury or to attend dental or medical appointments. Employees may use up to five (5) sick days per contract year for illnesses to the employee's spouse, children or parents.

Sick leave may only be taken in half day or full day increments.

- 2. At the start of a school year, each paraprofessional shall be notified, in writing, of the amount of time the paraprofessional has accumulated as of September 1st.

B. **Personal Leave:**

- 1. Employees shall be credited with three (3) days of personal leave in each contract year for pressing personal matters than cannot be addressed outside of normal school hours. Such days shall not be cumulative. Personal days may only be taken in full or half day increments. Personal days will not be granted immediately preceding or following a holiday, vacation or a school recess period, excepting only bereavement leave, religious leave, and other legitimate, unforeseen emergencies verified in writing by the employee and approved by the Superintendent in his/her discretion.

Requests to use personal days must be submitted for administrative approval through the District's electronic leave reporting system at least 24 hours in advance.

- 2. The Board, on the request of a particular paraprofessional, shall give consideration to any unusual circumstances for the uses of personal leave time.

C. **Family and Medical Leave:**

Family and Medical Leave shall be provided in accordance with applicable law.

D. **Jury Duty:**

Paraprofessionals who are called for jury duty shall receive the necessary leave of absence to fulfill this legal obligation and such leave shall not be deducted from any sick leave or from any personal days.

ARTICLE XI
INSURANCE

This Article and the attached insurance matrix document contain summaries and descriptions of various insurance benefits. It is agreed and understood by the parties that the insurance descriptions contained in this Agreement and the matrix are descriptive only and are not insurance policies. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers. In the event of error or misstatement in this Agreement or the matrix, the policies shall always prevail.

Insurance coverage is available to full-time paraprofessionals who regularly work thirty (30) hours or more per week.

A. **Premium Share Contributions:**

The following premium share contributions shall apply:

Premium Cost Share for HDHP/HSA:

July 1, 2022	11 %
July 1, 2023	12 %
July 1, 2024	13 %

Dental Premium Cost Share (Single Only):

July 1, 2022	11 %
July 1, 2023	12 %
July 1, 2024	13 %

Employee premium share contributions shall be deducted from the employee's pay over twenty (20) pay periods.

B. For dental coverage, individual coverage shall be subject to the same premium share contribution as applicable to medical insurance. Dependent and family dental coverage is also available with the full premium paid for by the paraprofessional.

1. Coverage elections may be made by the paraprofessional during established open enrollment period or at other times established by the Board in its discretion.
2. Group Life Insurance of ten thousand dollars (\$10,000.00) shall be provided for the individual active paraprofessional, with one hundred percent (100%) of the premium paid by the Board until the employee reaches the age of seventy (70). At age seventy (70), such benefit is reduced by fifty percent (50%). Effective July 1, 2012, no retiree group life/AD&D benefits.

3. Full-time and eligible part-time paraprofessionals may select insurance coverage as described in Section E below.
- C. In each case when the name of a particular company or specific plan appears in this Agreement, the intent is to indicate a specific type of insurance benefit and not to establish a relationship with one particular company or any specific type of insurance benefit with other companies. The Board shall have the right to change insurance carriers or self-insure in whole or in part, in order to provide the insurance coverage, provided that the overall level of benefits provided under the plan(s) which result from the change in carriers or third party administrators are comparable to the plan(s) described below when viewed as a whole.
- D. Subject to law, including the rules and regulations of the Internal Revenue Service, the Board shall maintain a Section 125 salary reduction agreement, which shall be designed to permit exclusion from taxable income of the employee's share of the benefit insurance premiums.
- E. The Portland Board of Education shall provide eligible Paraprofessionals with the following plans, at the option of the paraprofessional subject to the premium insurance co-pays in Section A of this Article:

High Deductible Health Plan

Summary of Plan Design:

The HDHP shall have a \$2,500.00 single and \$5,000.00 family deductible for in network services. Prescription drugs are covered as part of the program and are subject to the deductible. Once the deductible is met there shall be no coinsurance in network for covered services.

Gastric bypass, unlimited infertility benefits and no pre-authorization on high-cost diagnostics shall be excluded from the HDHP.

Out of pocket maximum: in network \$2,500.00 for the individual and \$5,000.00 for the family.

Out of network medical services will be subject to a 70% plan/30% member coinsurance.

Out of pocket maximum: out of network \$5,000.00 for the individual and \$10,000.00 for the family.

The HDHP described above shall be the sole insurance plan.

- For the duration of the contract (July 1, 2022 - June 30, 2025), the Board will contribute fifty percent (50%) of the deductible at the employees coverage level (single, two person, and family). The Board's contribution toward the deductible will be deposited into the HSA accounts through the course of the contract year on a quarterly basis (on or about July 31st, October 31st, January 31st, and April 30th).

The parties acknowledge that the Board's contribution toward the funding of the HDHP is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.

Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses.

A new employee shall be eligible for coverage under the health and dental insurance plans offered by the Board effective on the first day of the month subsequent to the date that he/she commences work for the Board.

Additionally, an employee shall receive a prorated contribution toward his/her HSA, if the employee: (a) is hired by the Board after the commencement of the applicable plan year; or (b) he/she elects health insurance after the commencement of the plan year due to a change in status. The prorated amount of the contribution shall be based on the first day that the employee is covered under the plan through June 30th of the applicable contract year.

An eligible employee is defined as an employee who is regularly scheduled to work, on average, thirty (30) or more hours a week.

The Patient Protection and Affordable Care Act ("PPACA" has set forth and codified under Internal Revenue Code (IRC) §49801 the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any federal statute or regulation be mandated to take effect during the term of this Agreement triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with MERA. During such mid-term negotiations, the parties will re-open Article 11 for the purpose of addressing the impact of the excise tax. No other provision of the Agreement shall be re-opened during such mid-term negotiations.

F. Dependent Coverage (all plans)

The following dependent eligibility rules will apply: unless changed by applicable federal or state law:

1. Spouse (unless divorced or legally separated)
2. Unmarried children who have not attained the age of twenty-six (26) as provided by state law.
3. Eligible children shall lose their eligibility for dependent status if: (1) they marry; (2) they become covered by another group health insurance plan through the dependent's own employment; or (3) attain the age of twenty-six (26).
4. In any contract year, an eligible employee may elect to waive all health insurance benefits, and in lieu thereof, will receive a payment of twelve hundred dollars

(\$1,200.00). Employees who elect to waive health insurance coverage shall deliver proof of health insurance coverage and a signed, witnessed waiver form to the Superintendent of School prior to the 1st Friday of June of each contract year. Payment to those employees waiving coverage will be made in a lump sum, less applicable federal and state withholdings, for the applicable year not on the health plan. In cases of extenuating circumstances, the Employer may grant a revocation of the waiver. However, such revocation shall be at the sole discretion of the Superintendent of Schools. Since waiver payments are based on and issued at the conclusion of a contract year, in order to be eligible for and receive the lump sum payment, the employee must be: (a) employed by the Board as of June 30th of the applicable contract year; and (b) the waiver must have remained in effect for the entire contract year. Waiver payments shall be provided to employees in a separate check (or a separate direct deposit, as determined by the Board).

- G. In the event that an employee receives workers' compensation benefits for a temporary work-related injury, the difference between the regular pay and the workers' compensation payments shall be made to the employee for a period not to exceed one (1) month, unless a longer period of continuation is ordered by the workers' compensation commissioner for legally required reasons.
- H. A long-term disability and/or short-term disability program (if provided by the Town of Portland) for bargaining unit employees shall remain in effect during the term of this Agreement.

ARTICLE XII
HOLIDAYS

The holiday schedule shall provide a full day's pay, at the paraprofessional's current rate of pay for the following holidays:

- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- New Year's Day
- Martin Luther King's Birthday (observed)
- President's Day
- Memorial Day (observed)

In the event school is in session on any of the aforementioned holidays and the Board requires the employee to work, the employee shall receive his/her straight time regular hourly rate of pay and shall receive an extra day off scheduled on a day mutually agreeable to the employee and to the Superintendent of Schools.

ARTICLE XIII
NO STRIKE OR LOCKOUT

The PFP agrees that neither it nor any of the employees in the bargaining unit covered by this Agreement will collectively or concertedly engage in, encourage, or participate in, directly or indirectly, any strike, slowdown, picketing, stoppage of work, or other interference with the operation of the Board during the term of this Agreement. The Board agrees that during the term of this Agreement, it will not lockout any of the employees covered by this Agreement.

ARTICLE XIV
GRIEVANCE PROCEDURE

- A. A grievance is hereby defined as a complaint by an employee, or the PFP, that there has been a violation, or a misinterpretation, of a specific provision, or provisions, of this Agreement.
- B. A "grievant" shall mean either an individual paraprofessional, group of paraprofessionals, or the PFP and the grievance shall be settled in the manner prescribed herein below:
- C. **Procedure:**
1. **Step 1** The grievant and the PFP President, or his/her designee, shall first discuss the problem with the school official serving, as the grievant's immediate supervisor. If the matter is not satisfactorily adjusted within five (5) working days, the grievant and the PFP President, or his/her designee, shall submit the grievance in writing within ten (10) working days of the occurrence of the grievance to such supervisor, specifying the nature of the grievance. If a satisfactory adjustment is not effected with the immediate supervisor within ten (10) working days, the grievant shall submit the written grievance to the Superintendent of Schools at Step 2.
 2. **Step 2** Within ten (10) working days thereafter, the PFP President, or his/her designee, shall take the issue of the grievance up with the Superintendent of Schools, or his/her designee. The Superintendent, or his/her designee, shall meet with the aggrieved and the PFP President, or his/her designee, in an effort to resolve the grievance. The Superintendent, or his/her designee, must respond to the PFP President, or his/her designee, within ten (10) working days of when the parties first met. Any agreement settling said grievance shall be reduced to writing and signed by the parties.
 3. **Step 3** In the event that the grievant is not satisfied with the disposition of his grievance at Step 2, or in the event that no decision has been rendered within ten (10) working days after the parties had first met with the Superintendent, or his/her designee, the grievance shall be submitted to the Board of Education. Within ten (10) working days, the Board, or a committee of the Board shall meet with the parties in an effort to resolve the grievance. The Board, or Board committee, shall review the grievance and render its decision within ten (10) working days.
 4. **Step 4** In the event that the grievance is not resolved satisfactorily at Step 3, or in the event no decision has been rendered within fifteen (15) working days after the

grievance was first heard by the Board, only the PFP, as opposed to the individual bargaining unit members, shall have the right to appeal grievances to arbitration under this Article. In order to be valid, any appeal to arbitration under this Article must be filed with the American Arbitration Association (AAA), within fifteen (15) working days after receipt of the Superintendent's response at Step 3 of this procedure, with a copy of the arbitration demand given to the Superintendent of Schools. The AAA shall hear the grievance under its rules and regulations and the decision of the arbitrator shall be final and binding upon the parties. Any expenses incurred for arbitration shall be shared equally by the Board and the PFP.

D. General Provisions:

1. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved, or the PFP, 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 and the PFP of the decision rendered, and such decision shall be binding upon the parties. The time limits specified at any step of the procedure may be extended in any particular instance by written agreement between the parties.
2. Meetings held under this procedure shall be conducted at a time and place, which will afford all persons involved in the grievance to be present. When such meetings are held during the school day, all persons who participate in the grievance shall be excused without any loss of pay.
3. The PFP representative shall be permitted, when otherwise free from his/her duty assignment, to investigate and process said grievance.
4. No reprisals of any kind shall be taken by the Board, or any member of its administration, against anyone by reason of participation in the grievance procedure or support of any participant thereto.
5. If in the judgment of the PFP President, or his/her designee, a grievance affects a group or class of paraprofessionals, the PFP President, or his/her designee, may submit such grievance in writing directly to the Superintendent of Schools and the processing of such grievance shall be commenced at Step 2.
6. All documents, communications and records used with the processing of a grievance shall be filed separately from the personnel files of the participants.
7. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Board and the PFP and given appropriate distribution by the PFP so as to facilitate operation of the grievance procedure.

ARTICLE XV
MISCELLANEOUS

- A. If any portion of this Agreement is ruled invalid for any reason, the remainder of this Agreement shall remain in full force and effect.
- B. Whenever used, the singular number shall include the plural, the plural and the singular, and the use of any gender shall include all genders.
- C. Paraprofessionals who are required to provide their own transportation in order to carry out authorized duties for the Board of Education shall be reimbursed at the current IRS rate per mile.
- D. The provisions of this Agreement shall supersede and prevail over any and all conflicting Board rules and regulations.
- E. This Agreement may be amended or modified by the mutual agreement of the parties, although it is recognized by the PFP and the Board that neither party has any obligation to negotiate such amendment or modification during the life of this Agreement.
- F. In the event that a paraprofessional is required to meet with supervisory personnel for disciplinary action, the employee may, at his/her discretion, have the Union Staff Representative, Union President or Union Building Representative present at such meeting. Depending upon the issue, if possible, the paraprofessional shall be given reasonable notice of the meeting. The Union President shall be copied on all written discipline of any bargaining unit member.
- G. **Severance:**
 - 1. If a paraprofessional hired by the Board prior to July 1, 2015 for a bargaining unit position chooses to retire (or the paraprofessional passes away while employed by the Board in bargaining unit position), the paraprofessional, or his estate, shall be eligible for:
 - (a) Alternative A - To receive his/her total accumulation of sick leave days times the rate of fifteen dollars (\$15.00) per day.
 - (b) Alternative B - To receive the amount of twenty dollars (\$20.00) times every year of service in a bargaining unit position covered by this Agreement.
 - 2. In case of retirement, the paraprofessional must notify the Board of Education, in writing, by December 1st of the intent to retire at the end of the current school year (with exception of acts of God, severe illness, or unusual conditions) to be eligible for the above stated severance pay.
- H. Paraprofessional who work at least fifteen (15) hours per week, shall be entitled to the fringe benefits (except for health and dental insurance) set forth in this Agreement on a pro-rated basis.

ARTICLE XVI

PHYSICAL EXAMINATIONS

All new hires shall be required to take and pass a pre-employment physical examination before beginning work. The physician who examines the new hire must certify in writing that the person is able to perform the essential functions of the position (as set forth by the Board).

Existing employees will be subject to examination by a physician selected by the Board (at the Boards' expense) if required by the Board to determine if the employee can perform the essential functions of his/her position.

ARTICLE XVII

DURATION

The provisions of this Agreement shall be in full force and effect commencing July 1, 2022 and ending June 30, 2025.

ARTICLE XVIII

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereunto have caused this document to be executed by their proper officers, hereunto duly authorized, and their seals affixed as of the 13 day of June, 2022.



**PORTLAND BOARD OF EDUCATION
CHAIRPERSON**



**PORTLAND FEDERATION OF
PARAPROFESSIONALS,
AFT CONNECTICUT
LOCAL #4659, AFT, AFL-CIO**

ARTICLE XVI

PHYSICAL EXAMINATIONS

All new hires shall be required to take and pass a pre-employment physical examination before beginning work. The physician who examines the new hire must certify in writing that the person is able to perform the essential functions of the position (as set forth by the Board).

Existing employees will be subject to examination by a physician selected by the Board (at the Boards' expense) if required by the Board to determine if the employee can perform the essential functions of his/her position.

ARTICLE XVII

DURATION

The provisions of this Agreement shall be in full force and effect commencing July 1, 2022 and ending June 30, 2025.

ARTICLE XVIII

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereunto have caused this document to be executed by their proper officers, hereunto duly authorized, and their seals affixed as of the ____ day of _____, 2022.

**PORTLAND BOARD OF EDUCATION
CHAIRPERSON**

**PORTLAND FEDERATION OF
PARAPROFESSIONALS,
AFT CONNECTICUT
LOCAL #4659, AFT, AFL-CIO**

APPENDIX A - WAGE RATES

All employees (except for new hires as set forth herein), shall be paid in accordance with the following:

Effective:	
July 1, 2022	\$21.04
July 1, 2023	\$21.67
July 1, 2024	\$22.21

The Board may hire new employees at ninety percent (90%) of the wage rate. On the employee's first (1st) year anniversary date in the position, such wage rate shall increase to one hundred percent (100%) of the wage rate.

APPENDIX B

§46a-60. Discriminatory employment practices prohibited.

(a) It shall be a discriminatory practice in violation of this section:

(7) For an employer, by himself or his agent; (A) To terminate a woman's employment because of her pregnancy; (B) to refuse to grant to that employee a reasonable leave of absence for disability resulting from her pregnancy; (C) to deny to that employee, who is disabled as a result of pregnancy, any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by the employer; (D) to fail or refuse to reinstate the employee to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits upon her signifying her intent to return unless, in the case of a private employer, the employer's circumstances have so changed as to make it impossible or unreasonable to do so; (E) to fail or refuse to make a reasonable effort to transfer a pregnant employee to any suitable temporary position which may be available in any case in which an employee gives written notice of her pregnancy to her employer and the employer or pregnant employee to any suitable temporary position which may be available in any case in which an employee gives written notice of her pregnancy to her employer and the employer or pregnant employee reasonably believes that continued employment in the position held by the pregnant employee may cause injury to the employee or fetus; (F) to fail or refuse to inform the pregnant employee that a transfer pursuant to subparagraph (E) of this subdivision may be appealed under the provisions of this chapter; or (G) to fail or refuse to inform his employees, by any reasonable means, that they must give written notice of their pregnancy in order to be eligible for transfer to a temporary position.

APPENDIX C
WORKERS' COMPENSATION ACT
(FOR INFORMATIONAL PURPOSES ONLY)

§31a. Booklet to be distributed explaining act.

The workers' compensation commissioners shall prepare, publish and distribute an illustrated booklet explaining, in informal and readily understandable language, employee benefits and responsibilities under the workers' compensation act. Said commissioner shall prepare, publish and distribute revisions to such booklet whenever changes in the workers' compensation law necessitate such revision.

APPENDIX D
MUNICIPAL EMPLOYEE RELATIONS ACT
(FOR INFORMATIONAL PURPOSES ONLY)

§7-469. Duty to bargain collectively

The Municipal employer and such employee organization as has been designated as exclusive representative of employees in an appropriate unit, through appropriate officials or their representatives, shall have the duty to bargain collectively. This duty extends to the obligation to bargain collectively as set forth in subsection (c) of §7-470.

§7-470. Prohibited acts of employers and employee organizations

- c) For the purposes of said sections, to bargain collectively is the performance of the mutual obligation of the municipal employer or his designated representatives and the representative of the employees to meet at reasonable times, including meetings appropriately related to the budget making process, and confer in good faith with respect to wages, hours and other conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation shall not compel either party to agree to a proposal or require the making of a concession.

APPENDIX E
ARTICLE VII - Salaries,
Paragraph C

(FOR INFORMATIONAL PURPOSES ONLY)

The PFP and the central administration of the Portland school system agree to the following guidelines as they apply to the implementation of Article VII (Salaries), Paragraph (E)

1. The administration shall obtain a substitute waiver from the State Department of Education for all paraprofessionals who do not possess a college degree.
2. All paraprofessional substitution shall be limited exclusively to the paraprofessional's building.
3. All paraprofessionals shall be included in a building's substitute pool with the following factors taken into consideration:
 - (a) Building administrators shall first request paraprofessional volunteers who desire to substitute.
 - (b) If the pool of building paraprofessional volunteers is non-existent or insufficient, then all the building paraprofessionals shall be included in the substitute pool, and every reasonable effort shall be made to rotate and assign paraprofessionals to substitute in an equitable manner.
 - (c) Building administrators may exempt any paraprofessional from substitution who feels uncomfortable in such a role.
4. Paraprofessionals who become substitutes shall assume the absent teacher's full schedule for the day, or the length of time the coverage is required, and not be required to perform any paraprofessional work or duties for that day, except during the preparation period of the teacher.

The parties agree that the use of paraprofessionals to substitute shall be for instances of absence of the teacher, (and coverage may be required for reasons including but not limited to; emergencies, lack of rostered substitutes, inability to obtain substitutes, etc.) and this memorandum of understanding does not preclude the administration from exercising its discretion in obtaining substitutes from other sources than this bargaining unit.

APPENDIX F

MEMORANDUM OF AGREEMENT

In the recently concluded negotiations, the Portland Board of Education (the "Board") and PORTLAND FEDERATION OF PARAPROFESSIONAL AFT-LOCAL #4659 AFT, AFL-CIO (the "Union") made the following agreement:

1. The parties agree that one employee, Marlene McKinley, may continue to buy-up to the OAP 1 plan (summary plan information below) for the 2019-20 school year.

OAP 1:

Co-pays:

Office:	\$20
In-patient:	\$500
Out-patient:	\$200
ER:	\$100
Urgent Care:	\$50
High Cost Diagnostic	\$75

Prescriptions (MP4): \$5/\$25/\$40 with an unlimited max.

Mail Order 2 x payment

Calendar year maximum for prescription drugs: unlimited, MOD and retail

Out of Network:

Deductible:	\$500/\$1,000/\$1,500
Coinsurance:	70%/30%
Cost Share Maximum	\$3,000/\$6,000/\$9,000

TMJ; Acupuncture; M.O; foot orthotics will not be covered.

Physical Therapy, Occupational Therapy, Speech Therapy and Chiropractic \$20 co-pay applies. Fifty (50) visit combined maximum per member per year.

Home health care will be a maximum of 200 visits.

2. Marlene McKinley shall pay the full difference between the dollar amount contributed by the Board toward the premium of the HDHP plan for active employees and the full cost of the OAP 1 plan for the coverage level selected.
3. This agreement is unique to Marlene McKinley and does not set a precedent or practice.

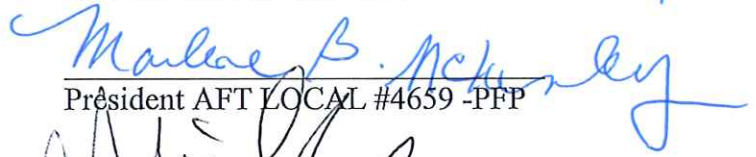
IN WITNESS WHEREOF, the parties have set their hands this ____ day of _____, 2019.

PORTLAND PUBLIC SCHOOLS

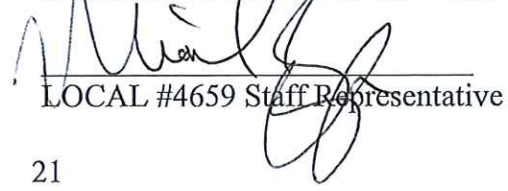


Chairperson, Portland Board of Education

AFT LOCAL #4659 -PFP



President AFT LOCAL #4659 -PFP



LOCAL #4659 Staff Representative