

AGREEMENT

BETWEEN

THE MANCHESTER BOARD OF EDUCATION

and

MANCHESTER EMPLOYEES LOCAL #991 OF COUNCIL #4

AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES

AFL-CIO

(Custodial/Maintenance)

Covering the period

July 1, 2018

to

June 30, 2023

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	Recognition ..... 2
ARTICLE II	Hours of Work, Overtime & Holiday Premium Pay ..... 3
ARTICLE III	Wages ..... 6
ARTICLE IV	Seniority ..... 8
ARTICLE V	Leave Provisions ..... 10
ARTICLE VI	Holidays ..... 15
ARTICLE VII	Vacations ..... 16
ARTICLE VIII	Insurance and Retirement Plans ..... 17
ARTICLE IX	Safety and Health ..... 23
ARTICLE X	Disciplinary Procedure..... 24
ARTICLE XI	Prior Practice ..... 25
ARTICLE XII	Union Dues ..... 25
ARTICLE XIII	Savings Clause ..... 27
ARTICLE XIV	Board Rights ..... 27
ARTICLE XV	Grievance Procedure ..... 28
ARTICLE XVI	Evaluation ..... 29
ARTICLE XVII	College or Vocational Tuition Reimbursement ..... 30
ARTICLE XVIII	Uniforms ..... 30
ARTICLE XIX	Duration ..... 30
Salary Schedule	..... 32

WORKING AGREEMENT  
BETWEEN  
THE MANCHESTER BOARD OF EDUCATION  
AND  
MANCHESTER EMPLOYEES LOCAL #991 OF COUNCIL #4  
AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES  
AFL-CIO

This agreement is entered into by and between the Manchester Board of Education, hereinafter referred to as the Board, and Local #991 of Council #4 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

**ARTICLE I - Recognition**

- 1.0 The Board, acting through its Superintendent of Schools, recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours of employment, working conditions, grievances and other conditions of employment for all Custodial and Maintenance Department Employees.
- 1.1 Should the Board have a successor employer covering all or any part of the bargaining unit, the Board agrees that the terms and conditions expressed herein shall be binding upon that successor.
- 1.2 As used in this Agreement, the term “the Board” shall mean the Manchester Board of Education or its designee(s).
- 1.3 As used in this Agreement, the term “Superintendent” shall mean the Superintendent of Schools or the Superintendent’s designee(s).
- 1.4 Except as otherwise provided in this Agreement, the term “days” shall mean business days on which the Board’s Central Office is open.
- 1.5 For the purposes of probation, bumping, layoff and promotion:  
  
“Seniority” shall be defined as an employee's continuous length of service with the Board from the employee's most recent date of hire in a position within the Custodial/Maintenance Employees’ bargaining unit. All paid authorized leaves shall be included.
- 1.6 For the purposes of leave time, vacation, longevity and retiree insurance under this Agreement, an employee’s continuous prior service in a position with the Board outside the Custodial/Maintenance Employees’ bargaining unit, immediately preceding the employee’s date of hire in a position within the Custodial/Maintenance Employees’ bargaining unit, will count in determining eligibility for such benefits in this

Agreement, provided that the employee was eligible for such benefits during such prior service.

For example, if an employee previously worked for five years in a 52-week position with the Board outside the bargaining unit, and the employee was eligible for paid vacation in that prior position before coming into the Custodial/Maintenance Employees' bargaining unit (with no break in service), the employee's five prior years of service would be counted in determining the number of weeks of vacation for the employee. If that employee had previously worked in a ten-month position in which she was not eligible for vacation, the prior five years would not count in determining vacation eligibility.

**ARTICLE II - Hours of Work,  
Overtime & Holiday Premium Pay**

2.0 Hours of Work

- A. Except as otherwise provided, the hours of employment for all employees shall be forty (40) hours per week for fifty-two (52) weeks per year, divided equally over five (5) days of eight (8) consecutive hours each Monday through Friday. Specific starting and ending times will be determined by the Administration, but shall be within the following ranges:

First Shift	Starts between 5:00 a.m. and 7:00 a.m. Ends between 1:30 p.m. and 3:30 p.m. (Eight-hour shift, including a paid break and excluding a 30-minute unpaid lunch)
Second Shift	Starts between 2:30 p.m. and 3:30 p.m. Ends between 11:00 p.m. and 12:00 a.m. (Eight-hour shift, including a paid break and excluding a 30-minute unpaid lunch)
Third Shift	Starts at 11:00 p.m. Ends at 7:00 a.m. (Eight-hour shift, including a paid break and including a 30-minute paid lunch)

The ranges set forth above may be modified by mutual agreement between the Board and the Union.

- B. In the event an employee or the Board needs a change in the employee's working hours due to medical and/or personal problems, etc., the change may be temporarily granted for a period of ninety (90) days, which period may be extended by agreement between the Board and the Union.

- C. The Union and the Board agree that custodians hired after July 1, 1996 who are members of the same immediate family, as defined in Section 5.3 A, may not be assigned to the same school. Employees hired prior to July 1, 1996, shall not be restricted to their assigned work locations.
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- 2.1 When school is dismissed at an earlier time or canceled, employees on the 2nd shift may be permitted to report for duty one-half (1/2) hour after the departure of the last school bus. Employees must call the Buildings and Grounds Office and secure permission to report at the earlier hour. The Board retains the authority to have selected employees report at their regular hours.
  - 2.2 Time and one-half shall be paid for:
    - A. All work performed in excess of eight (8) hours in any one day, and forty (40) hours in any work week.
    - B. All work performed on Saturday.
  - 2.3 Double time shall be paid for:
    - A. All work performed on Sunday. All work performed on holidays listed in Article VI, 6.0, plus holiday pay.
  - 2.4 When an employee is called in for work outside his/her regularly scheduled working hours, he/she shall be paid a minimum of four (4) hours at time and one-half his/her regular hourly rate if the call-back is Monday through Saturday; double time his/her hourly rate if call-back is on Sunday or holiday plus holiday pay. If, in the opinion of the Department Head it is advisable to hold an employee called back for work, the employee so called may be held for the full period of four (4) hours or longer. Call-in pay provisions shall not apply to overtime assignments which are scheduled in advance. Employees scheduled to work overtime with less than the forty-eight (48) hours' notice and refuse such overtime assignment shall not be charged the overtime hours under Sec. 2.5 F. However, employees who are given at least forty-eight (48) hours' notice and refuse shall be charged for the overtime hours as outlined in Sec. 2.5 F.
  - 2.5
    - A. A schedule of overtime assignments shall be prepared and posted on the appropriate bulletin board in schools with a Head Custodian and shall be enforced by supervisors. A record of overtime shall be posted on the bulletin board for Custodial and Maintenance employees and the Union will be given a record of all overtime hours paid for each employee at the end of each fiscal year.
    - B. Overtime work in any school shall be divided equally among the full-time custodians and the Head Custodian regularly assigned to that school. If there

are none available, then custodial employees in other schools will be given an opportunity to share in the overtime work.

- C. Overtime work in the Maintenance Department shall be divided equally among the maintenance employees within classifications.
- D. Night shift employees shall be given an opportunity to gain their fair share of overtime when school is not in session and/or when it does not interfere with their regular work schedule.
- E. Maintenance helpers, who are normally assigned to outside work, shall be entitled to an equal share of outside overtime.
- F. If an employee is requested to work overtime and does not avail himself/herself of the opportunity to work, he/she will be credited with the time on the overtime chart as though he had worked. Printed forms will be made available with the necessary information filled in whenever an employee is requested to work and does not avail himself/herself to do so. These completed forms will be kept at the Buildings and Grounds Office.
- G. The distribution of scheduled overtime as provided for in Section 2.5 (B) and (C) shall be equalized within thirty (30) hours during a fiscal year. Any employee not equalized within thirty (30) hours shall be compensated an amount equivalent to his/her base hourly rate for the number of hours required to be equalized. Overtime equalization will be discussed at the monthly meeting referenced in Section 15.0 of this Agreement.
- H. Employees who are absent (excepting those on vacation or personal leave approved in advance) Friday of a given work week are ineligible for overtime consideration for the immediate weekend. Employees who are absent due to illness must complete a full shift prior to becoming eligible for overtime. Employees who are on approved leave must notify their supervisor via email that they are available for scheduled or emergency overtime.
- I. A list of all scheduled over-time worked shall be posted on a bi-monthly basis.
- J. Custodial maintenance staff working seven or more continuous hours of overtime will have a thirty minute paid meal period. When this occurs the staff member must note the meal period on their time card to document labor law requirements. When special functions are covered by a single custodial maintenance staff member, staff is required to remain in the building and available for work during the entire duration of the use of the building function. This also includes meal times.

2.6 Part-time employees are not to be used to do work normally done by full-time employees unless there are no full-time employees available.

- 2.7 A. All bargaining unit work will be done by full-time unit employees unless there are no bargaining unit employees available. It is expected, when physically able, that all members of the bargaining unit will report to work in emergency overtime situations; especially for snow clearance assignments and other bad weather situations. The Board may use volunteers and work fare participants to work in and around school buildings and classrooms. This work shall not cause Union members to lose regular hours of employment or significant overtime opportunities.
- B. A substitute is a temporary replacement for an employee who is absent from work and may be employed under the following conditions:
1. When the Head Custodian is absent and the employer decides there is a need to temporarily replace him or her, they will choose a replacement from amongst the members of the bargaining unit.
  2. A substitute shall not be utilized when laid off employees in the appropriate classification are available.
  3. A record of all substitute use shall be made available to the Union for its review quarterly.

**ARTICLE III - Wages**

- 3.0 The final salary schedule and individual rates as negotiated and adopted by the Board shall be a supplement to this agreement.

The salary schedules set forth in this Agreement reflect the following wage increases:

<b>Effective Date</b>	<b>Wage Increase</b>
July 1, 2018 (Applied retroactively for individuals who remained employed as of the date of ratification)	1.00% GWI applied to all steps, plus step advancement
July 1, 2019	2.56% GWI applied to top step 2.00% GWI applied to all other steps, plus step advancement
July 1, 2020	2.56% GWI applied to top step 2.00% GWI applied to all other steps, plus step advancement
July 1, 2021	2.56% GWI applied to top step 2.00% GWI applied to all other steps, plus step advancement
July 1, 2022	2.56% GWI applied to top step

	2.00% GWI applied to all other steps, plus step advancement
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- 3.1 Wage scales shall be negotiated and made part of this Agreement. A complete list of job descriptions shall be furnished to the Union. Any significant change in job descriptions shall be subject to impact negotiations.
- 3.2 If an employee works in a classification higher than his/her own, he/she shall be paid at the step on the salary schedule for the higher classification he had attained on the salary schedule for his own classification. It should be understood that the employee must possess the basic skills and qualifications to perform the expected responsibilities of this position in a higher classification. It should be possible for the supervisor to assign work to this person in the same manner and with the same degree of supervision as is assigned the worker that is being replaced.
- 3.3 Employees working on a shift other than the regular day shift shall receive a ten percent (10%) pay differential.
- 3.4 The Board agrees to cover employees under the provisions of the Workers' Compensation Laws of Connecticut. For up to nine (9) months from the date of injury, employees will not suffer loss of income if injured or absent because of a job-related injury while they are receiving Workers' Compensation. During such nine-month period, the employees will continue to receive their regular payroll checks and, in the event that compensation checks are sent directly to them, these checks shall be signed over to the Board of Education. Upon the expiration of such nine-month period, an employee who wishes to be paid his/her full regular wages may do so by using one-third of a day deducted from the employee's accumulated and/or annual sick leave for each day of continuing absence. Under no circumstances shall an employee absent from work under this provision receive total wage payments greater than the employee's gross regular wages less Federal and State income taxes.
- 3.5 Employees shall receive longevity payments spread out in their paychecks over the course of the year with the longevity amount listed on their pay stub.

<u>YEARS OF SERVICE</u>	<u>AMOUNT ANNUALLY</u>
10 to 14 years	\$200
15 to 19 years	\$300
20 or more years	\$500

Pro-rated longevity payments shall be paid to an employee in the event his/her services to the Board are terminated.

Longevity payments will be eliminated for new hires effective July 1, 1998.



- 3.6 The Board will reimburse employees for the cost of licenses that the Board requires them to hold, including but not limited to HVAC, Fire Suppression, Plumbing, Electrician and Carpenter. In addition, for employees who are required by the Board to possess a CDL, the Board shall reimburse employees for the cost of an annual physical and for the cost of the difference between a driver's license and a CDL.
- 3.7 Either the lead groundsperson or an alternate employee selected by the Board shall be assigned the responsibility for the snow watch during the months of November, December, January, February, March and April, and shall receive a \$75 stipend for each week during the months of November, December, January, February, March and April.
- 3.8 Management shall select employee(s) whose job shall include training new employees and those in need of remedial instruction. Any employee so assigned shall receive a ten percent (10%) pay differential for all hours so worked.

#### **ARTICLE IV - Seniority**

- 4.0 New employees shall serve a probationary period of 120 calendar days and shall have no seniority rights during this period 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 disciplinary action and/or termination of employment during the probationary period. The supervisor of such new employee shall keep his/her department head informed of the employee's performance on at least a monthly basis during such probationary period and unless the employee is informed to the contrary at least two weeks prior to the end of such probationary period, he/she is to be continued as a permanent employee and shall acquire length of service records as of the date of employment. It is agreed that it is normally desirable that custodians receive two weeks training and that all other employees receive one week orientation within the 120-day probation period.
- 4.1 The Board shall maintain and shall furnish the Union, on an annual basis, a list of employees by departments showing their seniority in length of service with the Board. Upon completion of their probationary period new employees shall be added to this list.
- 4.2 Layoffs within classifications shall take effect as follows:
- A. Temporary employee.
  - B. Probationary employees.
  - C. Except as provided for in D below, the employee with the least seniority first, etc.

- D. Whenever an employee is scheduled to be laid off or his/her position is abolished because of a school closing or lack of funds, said employee shall be entitled to replace any employee with less seniority in a lower or equivalent paid classification for which the employee is qualified.
- 4.3 Employees laid off shall, in the order of their seniority, be given the first opportunity for re-employment in their job classifications or in an equal or lower paid classification for which he/she is qualified. Recall privileges shall terminate eighteen (18) months from the day of layoff. The Board is obliged to communicate to laid-off employees any vacancy for which he/she is qualified to fill. If contact is unsuccessful, the Board shall send a certified letter to the employee's last known address. The employee has ten (10) days to respond. Failure to respond will cause the employee to forfeit his/her recall rights.
- 4.4 Vacancies
- A. All vacancies and new positions shall be sent electronically to all locations and posted on Union bulletin boards for a period of five (5) days, prior to any action taken by the Board of Education to fill such vacancies and/or new positions. Outside notification for positions may occur concurrently with the posting to bargaining unit members. Employees wishing to fill such vacancies or new positions will submit a bid sheet (and supporting documentation i.e. resume for higher job classifications) to Human Resources, the Union President and the Building and Grounds Supervisor. Employees expressing a desire to fill the vacancy or new position and who were not selected for such assignment, in accordance with the provision of this Agreement, may appeal the action through grievance procedure.
- B. Copies of the job posting, a list of persons bidding for the job and the name of the person appointed shall be sent to the Union president no later than seven (7) days after the posting period unless there have been no bids submitted.
- C. Every effort shall be made to fill all vacancies within ninety (90) days from the date of an employee vacating a position or of the establishment of a new position. Management and Union shall negotiate salaries and working conditions of any new position being established within the jurisdiction of the Union.
- D. When a vacancy exists or a new position is created, the employee with the most seniority, from within the department wherein the vacancy or new position exists shall be given the first opportunity to fill the position provided he/she is qualified. If he/she refuses or is proved unqualified, it shall go to the next senior employee who is qualified, etc. It is agreed by the Union and the Board that included in an employee's qualifications to be considered when he/she bids on a new position is that employee's attendance and past job performance while with the Manchester schools.

- E. If no employees in the bargaining unit are qualified, the position may be filled through recruitment of any other applicants.
  - F. When an employee is retained in a vacancy or new position for a period of sixty (60) days then he/she shall be considered qualified and allocated to said position, if the position continues to exist, otherwise he/she shall return to his/her former position. Because of the seasonal nature of some positions, by mutual agreement the Board may extend the probationary period of an employee for an additional sixty (60) days upon notification in writing to the employee and the Union. Any further extension beyond one hundred and twenty (120) days shall be with the approval of the Union.
  - G. Once a member has bid and filled a position, his/her bid rights are then frozen for one (1) year except the employee shall have the opportunity to bid on vacancies in a higher or lower classification. An employee will have one additional bid over and above the annual bid right every five (5) years.
- 4.5 In the event of a layoff, Union officials, not to exceed four (4) in number, will have super seniority during their term of office.

#### **ARTICLE V - Leave Provisions**

- 5.0 Each employee shall have credited to their account sick leave at current base pay of fifteen (15) days during each fiscal year, with no limit to the amount of unused sick time that can be accumulated. Each employee shall be entitled to use such sick time with full pay as has accrued to his/her credit except where the injury or illness is sustained in the employment of another employer or which is traceable to such employment. In order to qualify for this sick time benefit, employees must notify their immediate supervisor and call into the absence management system no later than two (2) hours (2nd and 3rd shift) and one (1) hour (1st shift) prior to the start of the shift, except when emergency conditions make it impossible to do so. Employees hired after June 30, 1997, will receive twelve (12) sick days per year.
- 5.1 A. In exceptional cases, the Superintendent may grant additional sick leave with pay. Requests for such additional sick leave shall be in writing and must be signed by the employee, if possible.
  - B. Child care leaves will be provided in accordance with the provisions of the Family Medical Leave Act, as applicable. An expectant parent or one who adopts a child shall be permitted to use sick leave provided the employee must take such leave within three (3) weeks of the child arriving home and such leave shall not exceed five (5) days.

C. Employees are permitted to award earned vacation days to a designated member of the bargaining group; such award must be in writing. Such days shall be paid at the lower of the donor or the donee's rate.

5.2 An employee upon retirement shall receive, on the basis of his/her current wages, full compensation for any of unused accumulated sick leave up to a maximum of 120 days. Retirement sick leave payout rate for employees hired after June 30, 1997, shall be the average of the last three year's salary and the payout shall be reduce to seventy (70) days.

For each eligible employee who has reached the age of fifty-five (55) during the calendar year of retirement, the Board shall contribute the applicable compensation amount under the provisions of this section into a 401(a) plan established by the Board. Such contributions into the 401(a) plan shall be mandatory for each such eligible retiring employee. The Board shall make such contributions within sixty (60) days after the effective date of retirement. For any eligible retiree who has not reached the age of fifty-five (55) as of the date of retirement, the Board shall pay directly to the employee the dollar amount applicable to such employee for the payment for unused sick leave, with such amount to be determined in accordance with the provisions of this contract section. Such payments shall be made with the same time period applicable to 401(a) contributions under the provisions of this section.

New hires as of July 1, 1998, will no longer receive accumulated sick leave payout upon their retirement. Employees hired after July 1, 1997, will continue to receive seventy (70) days, provided they meet the requirements for number of years worked.

5.3 A. Leaves of absence with pay and not chargeable against the employee's sick leave allowance shall be granted to a total maximum of ten (10) days per school year. Such days subject to application to the immediate supervisor and with the formal approval of the Superintendent for the following reasons:

1. A maximum of two (2) days in any school year to be used for discretionary reasons of the employee.
2. A maximum of five (5) days per school year for serious illness or death in the immediate family. Immediate family is defined as including a parent, a brother or sister, husband or wife, son or daughter, grandparents, grandchildren, mother-in-law, father-in-law, or any other person who preceding such illness or death has been a member of the same household as the employee.
3. A maximum of three (3) for the reasons below:
  - a. Attendance at the college graduation of a son, daughter, husband, or wife.

- b. Pressing personal business that cannot reasonably be conducted outside school hours.
- c. Court appearances when subpoenaed as a witness to the extent not otherwise reimbursed.
- d. Observance of religious high holy days.

Personal leave time will be charged as actual time used. Requests to use a personal day before or after a school holiday or vacation will be approved only in extraordinary circumstances, as determined by the Superintendent.

- B. To attend professional conferences or take courses of study which the Superintendent determines will contribute to, or increase the employee's knowledge with regard to betterment of the public service. Such approvals will be granted only where approved or budgetary provisions have been made for the above mentioned purposes.
  - C. The Union officials shall be allowed to attend Union conferences and/or conventions. Requests must be made in writing and at least five (5) days in advance. A maximum of one Union official per building, and two total districtwide, shall be permitted to take leave to attend Union conferences and/or conventions. If the President of the Union is a Board of Education employee, he/she may attend in addition to the total of two discussed above.
  - D. Union officials and stewards will make every effort to perform their duties after work hours so that absences from work will be kept to a minimum.
  - E. An employee who is called to serve as a juror will receive his/her regular pay for each work day while on jury duty. Any stipend the employee may receive from the state, county or municipality for serving as a juror must be surrendered by the employee to the Board of Education.
- 5.4 Leaves of absence without pay may be granted by the Superintendent for not longer than one year. Requests for such a leave without pay shall be made in writing to the Superintendent and shall include a statement of the reasons therefore and of the length of leave required.
- 5.5 The Board will comply with all applicable state and federal laws regarding military service and return from such service.
- 5.6 The employee's accumulation of sick leave, upon leaving for military service or leave without pay shall be retained to his/her credit when he returns.

5.7 **PREGNANCY DISABILITY LEAVE AND CHILDREARING LEAVE**

- A. Pregnancy Disability Leave - Leave shall begin when in the opinion of her doctor the custodian is no longer physically able to work. Any disability resulting from pregnancy shall be considered sickness for the purpose of this Agreement. Except in the case of unusual medical difficulties of the custodian, leave is not expected to continue more than six (6) weeks after delivery. It is understood that employees disabled under the provisions of this article shall return to the school system at the end of said disability. Employees shall endeavor to give as much notice as practicable to their supervisor prior to the commencement of maternity leave.
  - B. Childrearing Leave - An employee may be granted a long-term leave of absence without pay for childrearing. If such leave is granted, it shall commence immediately upon expiration of pregnancy disability leave (if applicable), or otherwise on the date of birth or adoption of the child. If such leave is granted, it shall continue for a period not to exceed the remainder of the current school year plus one complete school year. It is understood that fringe benefits will continue as provided by the Family Medical Leave Act.
  - C. Upon return, if the employee returns within one year, the employee may return to his or her former position. If the leave is greater than one year, the employee shall return to a comparable position on the same shift.
- 5.8 During the period of leave without pay, except for military leave, the employee shall not be credited for length of service and shall not be credited with time for the purpose of accruing sick leave or vacation time.
- 5.9 A. An employee will be reinstated from leave of absence without pay to any position comparable and shift comparable to the position the employee last held with the Board.
- B. Any employee who is on leave of absence without pay shall not be paid for any holiday or sick leave during the period of absence. Any vacation time due an employee at the time of taking a leave of absence without pay may be paid at that time. Authorized leaves of absence for one month or less will not be used as a basis of reducing employee's benefits.
- 5.10 Accumulated sick time of employees will be shown on the employee's pay stub.
- 5.11 An employee may donate sick time to another employee as follows:
- A. Sick leave may be donated to another employee only for the purpose of assisting employees who, as a result of serious or extended illness or injury, have exhausted their accumulated sick leave.

B. Sick leave may be donated only upon prior approval by the Sick Leave Committee, as set forth in this section. The Sick Leave Committee shall consist of three (3) members of the bargaining unit and the Superintendent/designee. The Union President shall serve ex-officio.

C. In order to be eligible to receive a donation of sick leave, a custodian must meet the following criteria:

- 1) The employee or immediate family member must have a serious or extended illness or injury, as verified by the Sick Leave Committee.
- 2) Such illness or injury must have caused the employee to exhaust all of his/her accumulated sick leave days.

D. Procedure:

- 1) In order to request a donation of sick leave days, an employee must submit a letter to the Sick Leave Committee explaining how he/she meets the eligibility criteria and indicating the number of sick leave days being requested under this section. The total number of sick leave days requested in any one application shall not exceed thirty (30) days. If the employee's illness or injury extends beyond the number of sick leave days donated under this section, he/she may apply for additional days.
- 2) The Sick Leave Committee may require medical or other information to facilitate its ability to verify the employee's or immediate family member's illness or injury.
- 3) The Sick Leave Committee shall, within fifteen (15) school days of receipt of the letter, render a decision as to the request for donation of sick days. Any decision granting a request for donation of sick days shall specify the maximum number of days of sick leave that may be donated to the employee (by the entire bargaining unit in the aggregate).
- 4) The maximum number of sick leave days that any individual employee may donate in response to any one application for the donation of sick leave shall be ten (10) sick leave days.
- 5) Sick leave days donated in accordance with this section will not be returned to the donating employee in any form.
- 6) All decisions of the Sick Leave Committee are final and are not subject to the grievance procedure.
- 7) The Sick Leave Committee shall be responsible for keeping records regarding donations of sick leave under this section and shall advise the Superintendent or his/her designee of days donated by employees.

- 8) The Superintendent or his/her designee shall adjust the district's records to reflect any donation of sick days under this section.
- 9) In no case shall any donated sick days be included in calculating any employee's compensation for unused sick leave upon retirement under Section 5.2 of this Agreement.
- 10) The Union agrees to save the Sick Leave Committee and the Board of Education and all of its members, employees and/or agents harmless from any and all claims, lawsuits, damages, attorneys' fees and/or liability of any kind arising out of any decision and/or action by the Sick Leave Committee with respect to the donation of sick leave days under this section.

**ARTICLE VI - Holidays**

6.0 The following holidays shall be observed as days off with full pay:

New Year's Day	Memorial Day
Presidents' Day	Good Friday
Independence Day	Veterans' Day
Labor Day (if schools have been made ready for the opening of school)	Columbus Day
Day after Thanksgiving	Thanksgiving Day
	Dr. Martin Luther King Jr. Day
Day before or after Christmas Day	Christmas Day

6.1 A. Holidays occurring on Saturday will be observed on the preceding Friday if there is no school on said Friday. If school is in session, the employees shall be granted a day off at a time mutually agreeable.

B. Holidays occurring on Sunday will be observed on the following day if there is no school on said Monday. If school is in session, the employees shall be granted a day off at a time mutually agreeable.

6.2 Whenever any of these holidays shall occur during the paid vacation of an employee, the holiday will not be charged as a vacation day. However, the employee shall not be permitted to extend the paid vacation period without approval by the employee's supervisor.

6.3 Whenever a holiday shall occur while an employee is out on paid sick leave, the holiday will not be charged to his/her accrued sick time.

6.4 A holiday shall occur on the day before Christmas unless school is held that day, in which case the holiday shall occur on the day after Christmas.



- 6.5 An employee must work a complete shift, or may be required to provide a doctor's certificate verifying an illness, or be on approved leave on the work day immediately preceding and immediately following a holiday to receive pay for that holiday.

### **ARTICLE VII - Vacations**

- 7.0 Employees shall be entitled to vacations with full pay on the following basis:
- A. An employee with less than one (1) year of service shall be entitled to a vacation of one (1) day for each month of service, except that they shall not be entitled to any vacation for the first two (2) complete months of service.
  - B. Employees who have completed one (1) year's service shall be entitled to a vacation with pay of ten (10) days annually.
  - C. Employees who have completed five (5) years of service shall be entitled to a vacation with pay of fifteen (15) days annually.
  - D. An employee with over five (5) years of service shall receive one (1) additional vacation day for each two (2) years of service after said five years until his/her fifteenth (15th) year of service is completed at which time he/she shall be entitled to four (4) weeks vacation or twenty (20) days annually.
- 7.1 Employees must take all vacation time earned or two weeks, whichever is less, during the year following the anniversary date on which it is earned. Any additional earned vacation time may be carried over from one vacation year to the next to permit a maximum accumulation of not more than six (6) weeks when authorized by the Superintendent. For the purpose of computing vacation time, the school year (July 1 through June 30) will be used.
- 7.2
- A. Vacation days may be taken consecutively or otherwise but the time for taking them must be by mutual agreement between the Superintendent and the employee. All vacation time will be charged as actual time used.
  - B. The Superintendent of Schools shall annually, on or before April 15, fix a date when requests for vacation shall be submitted by employees and shall, not later than fifteen (15) days from such date, arrange a schedule for vacations within the department.
  - C. Whenever there shall be a conflict in requested vacation dates, preference shall be given to employees in the same work classification according to number of years of service with the Board.
- 7.3 An employee, upon termination of his/her services with the Board, shall be entitled to full pay for any vacation time due him/her including pro-rated time to date of

termination. In the event of an employee’s death, such payment shall be made to his/her dependent survivor or his /her estate if there is no dependent survivor.

- 7.4 In the event of illness during an employee’s vacation period, the employee shall be given an option of charging the sick days to his/her sick leave, providing a doctor’s certificate verifies the illness.
- 7.5 Any employee who has achieved perfect attendance on all scheduled workdays for the previous quarter shall be eligible for a bonus of one hundred twenty-five dollars (\$125). For the purposes of this section, the quarters shall be the months of January-March, April-June, July-September, and October-December. Payments shall be made in the second paycheck following the quarter. For the purposes of this section, the term “perfect attendance” shall exclude only absence on vacation (with minimum of 2 weeks’ prior notice) which constitutes leave permitted within this provision.

**ARTICLE VIII - Insurance and Retirement Plans**

- A. The Board shall provide and pay for the following insurance for each employee and their dependents. The following plans will be offered to each employee, at the following premium cost shares:

	Effective and Retroactive to July 1, 2018	Effective July 1, 2019	Effective July 1, 2020	Effective July 1, 2021	Effective July 1, 2022
OAP \$30	18%	N/A	N/A	N/A	N/A
OAP \$20	15%	N/A	N/A	N/A	N/A
HSA	12%	13.0%	13.5%	14.0%	14.5%

The OAP \$30 and OAP \$20 plans shall be eliminated, effective June 30, 2019.

The following HSA Plan shall be the sole plan offered to employees in the bargaining unit, effective July 1, 2019.

	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	

	In-Network	Out-of-Network
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.

For each eligible employee, the Board will fund fifty percent (50%) of the applicable deductible amount. For the 2019-20 and 2020-21 contract years only, the full amount of the Board's contribution toward the HSA plan deductible will be deposited into the HSA accounts in July. For each contract year thereafter, one-half of the Board's contribution toward the HSA plan deductible will be deposited into the HSA accounts in July, 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. The Board shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.

Effective June 30, 2021, the Board will not process employee contributions into employees' Health Savings Accounts on a pre-tax basis, unless the Board and the Union mutually agree otherwise.

Health Reimbursement Account: A Health Reimbursement Account ("HRA") shall be made available for any employee 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.

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 in accordance with MERA. During such mid-term negotiations, the parties will reopen the health insurance provisions of Article VIII 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. Group Life Insurance in the amount of \$40,000 with an employee option to increase the coverage to \$70,000, the cost of said increased coverage to be borne by the employee.
- C. Accidental Death and Dismemberment coverage in the principal sum of \$15,000 and \$25,000 in the event of accidental death.
- D. Full Service Dental Plan - individual and family plan including the rider for unmarried children. The current benefit covering wisdom teeth dental insurance coverage will continue. An employee shall pay the same premium share for dental insurance as is applicable to the medical insurance program the employee selects. Dental Riders shall be available at the employee's expense.
- E. Retirees: In order to qualify for retiree health insurance benefits, a retiree must be able to collect a pension from Manchester Board of Education. An employee hired after June 30, 1996, is not eligible for retiree health benefits unless he/she has worked for the Manchester BOE for fifteen (15) years and is able to collect a pension from Manchester Board of Education.

All bargaining unit members shall be entitled to participate in the Defined Contribution retirement plan ("DC Plan") for Town of Manchester employees. The minimum retirement age and other DC Plan provisions shall be in compliance with the Town of Manchester pension ordinance.

All current employees who are participating in the DC Plan shall continue to participate in the DC Plan. Current employees who were hired prior to October 31, 2018 and who are participating in the Defined Benefit Plan ("DB Plan") shall continue to participate in the DB Plan.

For both plans, an employee must notify Human Resources of his/her intention to retire not later than sixty (60) calendar days prior to the date of retirement.

- 1. An employee hired prior to July 1, 1995 shall be eligible for the following benefits upon retirement:
  - a) Coverage and Premium Contributions Prior to Medicare Eligibility. The retiree will be provided the same health insurance plan options as active employees until the employee reaches Medicare eligibility. Subject to the provisions of Section 5 below, such coverage will be

available to the retiree's spouse of record at the time of retirement, until the retiree's spouse reaches Medicare eligibility.

For such pre-Medicare coverage for the retiree, the retiree must contribute the same premium contribution percentage as contributed by active employees, and any increases paid by active employees after the retiree retires.

For such pre-Medicare coverage for the retiree's spouse (as set forth in Section 1a above), the retiree must contribute the same premium contribution percentage as contributed by active employees, and any increases paid by active employees after the retiree retires.

- b) Coverage and Premium Contributions upon Reaching Medicare Eligibility. At the time that the retiree reaches Medicare eligibility age, the retiree must leave the Board's current insurance programs and enroll in Medicare. The retiree may additionally choose to enroll in the Board's supplemental Medicare plans through the Board's health insurance provider (or comparable available plan at that time) and pay twenty-five percent (25%) of the premium for coverage under the supplemental Medicare plans.

At the time that the retiree's spouse (as set forth in Section 1a above) reaches Medicare eligibility age, the retiree's spouse must leave the Board's current insurance programs and enroll in Medicare. The retiree may enroll the retiree's spouse in the Board's supplemental Medicare plans through the Board's health insurance provider (or comparable available plan at that time) and pay twenty-five percent (25%) of the premium for coverage under the supplemental Medicare plans.

2. An employee hired on or after July 1, 1995, but prior to June 30, 2000, shall be eligible for the following benefits upon retirement:

- a) Coverage and Premium Contributions Prior to Medicare Eligibility. The retiree will be provided the same health insurance plan options as active employees until the employee reaches Medicare eligibility. Subject to the provisions of Section 5 below, such coverage will be available to the retiree's spouse of record at the time of retirement, until the retiree's spouse reaches Medicare eligibility.

For such pre-Medicare coverage for the retiree, the retiree must contribute twenty-five percent (25%) of the health insurance premium or the same premium contribution percentage paid by active employees in each year, whichever is greater.

For such pre-Medicare coverage for the retiree's spouse (as set forth in Section 2a above), the retiree must contribute twenty-five percent (25%) of the health insurance premium or the same premium contribution percentage paid by active employees in each year, whichever is greater.

- b) Coverage and Premium Contributions upon Reaching Medicare Eligibility. At the time that the retiree reaches Medicare eligibility age, the retiree must leave the Board's current insurance programs and enroll in Medicare. The retiree may additionally choose to enroll in the Board's supplemental Medicare plans through the Board's health insurance provider (or comparable available plan at that time) and pay fifty percent (50%) of the premium for coverage under the supplemental Medicare plans.
- At the time that the retiree's spouse (as set forth in Section 2a above) reaches Medicare eligibility age, the retiree's spouse must leave the Board's current insurance programs and enroll in Medicare. The retiree may enroll the retiree's spouse in the Board's supplemental Medicare plans through the Board's health insurance provider (or comparable available plan at that time) and pay fifty percent (50%) of the premium for coverage under the supplemental Medicare plans.

3. An employee hired on or after July 1, 2000, but prior to June 30, 2014, shall be eligible for the following benefits upon retirement:

- a) Coverage and Premium Contributions Prior to Medicare Eligibility. The retiree will be provided the same health insurance plan options as active employees until the employee reaches Medicare eligibility. Subject to the provisions of Section 5 below, such coverage will be available to the retiree's spouse of record at the time of retirement, until the retiree's spouse reaches Medicare eligibility.

For such pre-Medicare coverage for the retiree, the retiree must contribute fifty percent (50%) of the health insurance premium or the same premium contribution percentage paid by active employees in each year, whichever is greater.

For such pre-Medicare coverage for the retiree's spouse (as set forth in Section 3a above), the retiree must contribute fifty percent (50%) of the health insurance premium or the same premium contribution percentage paid by active employees in each year, whichever is greater.

- b) Coverage and Premium Contributions upon Reaching Medicare Eligibility. At the time that the retiree reaches Medicare eligibility age, the retiree must leave the Board's current insurance programs

and enroll in Medicare. The retiree may additionally choose to enroll in the Board's supplemental Medicare plans through the Board's health insurance provider (or comparable available plan at that time) and pay fifty percent (50%) of the premium for coverage under the supplemental Medicare plans.

At the time that the retiree's spouse (as set forth in Section 3a above) reaches Medicare eligibility age, the retiree's spouse must leave the Board's current insurance programs and enroll in Medicare. The retiree may enroll the retiree's spouse in the Board's supplemental Medicare plans through the Board's health insurance provider (or comparable available plan at that time) and pay fifty percent (50%) of the premium for coverage under the supplemental Medicare plans.

4. An employee hired on or after July 1, 2014 shall be eligible for the following benefits upon retirement:

a) Coverage and Premium Contributions Prior to Medicare Eligibility.

The retiree will be provided the same health insurance plan options as active employees until the employee reaches Medicare eligibility. Subject to the provisions of Section 5 below, such coverage will be available to the retiree's spouse of record at the time of retirement, until the retiree's spouse reaches Medicare eligibility.

For such pre-Medicare coverage for the retiree, the retiree must contribute one hundred percent (100%) of the health insurance premium.

For such pre-Medicare coverage for the retiree's spouse (as set forth in Section 4a above), the retiree must contribute one hundred percent (100%) of the health insurance premium.

b) Coverage and Premium Contributions upon Reaching Medicare Eligibility.

At the time that the retiree reaches Medicare eligibility age, the retiree must leave the Board's current insurance programs and enroll in Medicare. The retiree may additionally choose to enroll in the Board's supplemental Medicare plans through the Board's health insurance provider (or comparable available plan at that time) and pay one hundred percent (100%) of the premium for coverage under the supplemental Medicare plans.

At the time that the retiree's spouse (as set forth in Section 4a above) reaches Medicare eligibility age, the retiree's spouse must leave the Board's current insurance programs and enroll in Medicare. The retiree may enroll the retiree's spouse in the Board's supplemental Medicare plans through the Board's health insurance provider (or comparable available plan at that time) and pay one hundred percent (100%) of the premium for coverage under the supplemental Medicare plans.

5. Upon the death of a retired employee, the surviving spouse (if the spouse of record at the time the employee retired) may purchase health benefits through the Board group plan, to the extent that the retired employee could have purchased benefits, with the surviving spouse paying the entire cost of the premiums. Except as otherwise required by law, the surviving spouse may purchase such benefits only if he/she does not have other health insurance coverage.
6. Retiree life insurance in the amount of \$4,000 shall be provided to each retiree.

### **ARTICLE IX - Safety and Health**

- 9.0 The President of the Union shall designate an employee to serve on the Board of Education Health, Safety and Wellness Committee. The designee must be acceptable to the Facilities Director, who shall not normally withhold his/her concurrence.
- 9.1 The Board will provide employees who work outside in inclement weather foul weather gear, i.e., rain coats or rain suits, rain hats, boots, gloves, etc. for their care and maintenance. The Board of Education will supply any necessary tools needed for special maintenance jobs. This clothing and/or tools shall be replaced by the Board, as needed. Further the Board shall supply these items upon the completion of the employee's probationary period.
- 9.2 Employees will be reimbursed for meal expenses in an amount up to \$10.00 when working overtime, particularly for snow plowing etc. Employees must submit receipts verifying such meal expenses in order to be eligible for reimbursement. The employee shall have worked at least two hours in order to qualify for meal reimbursement allowance. Meals shall be taken at a mutually agreed time. This meal reimbursement provision shall not apply if the Board provides a meal to employees during such overtime work.
- 9.3 The Board shall provide, free of charge to employees who request, Hepatitis A & B immunization shots and tetanus shots.
- 9.4 There shall be one coffee break allowed for duration not to exceed fifteen (15) minutes including travel time.
- 9.5 The Board will reimburse employees in an amount not to exceed \$400, for glasses broken on the job due to job conditions. Employees must submit receipts verifying such expenses in order to be eligible for reimbursement. In the event that an employee's glasses are broken due to the employee's misconduct, the employee shall not be eligible for reimbursement.
- 9.6 An acceptable medical certificate on a prescribed form and signed by a licensed physician or other practitioner whose method of healing is recognized by the State of



Connecticut, will be required of an employee for the following reasons, with any copayment reimbursed by the Board:

- A. For any sick leave period of absence in excess of five (5) consecutive work days.
- B. To support a request for sick leave during annual vacation.
- C. To support a request for sick leave on a day which the employee had previously requested to use vacation, earned time or a personal day and the request had been denied.
- D. For habitually absent employees as defined by:
  - 1. Having reoccurring patterns of sick leave use adjacent to regularly scheduled days off such as weekends or holidays.
  - 2. Having previously received a verbal or written warning about abuse of sick leave in the previous 12 months.

9.7 Employees will reimburse the District for replacement of lost keys up to a maximum of two hundred dollars (\$200).

#### **ARTICLE X - Disciplinary Procedure**

- 10.0
- A. All disciplinary actions shall be applied in a fair manner for just cause and shall not be inconsistent with the infraction for which the disciplinary action is being taken.
  - B. Disciplinary actions shall include (a) a verbal warning; (b) written warning; (c) suspension without pay; (d) discharge and shall normally follow this order. The Superintendent reserves the right to deviate from the above procedure in suitable cases.
  - C. Written notice of a verbal warning shall be presented the employee giving only the date, location and subject of the disciplinary matter. The employee shall be offered the opportunity of Union representation.
  - D. Verbal and written warnings only shall be removed from an employee's service record after 2 years. Matters involving absenteeism may be retained in the employee's permanent service record for a period not to exceed two (2) years.
  - E. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure.

- F. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or in public.
- G. Employees entrusted with tools assigned to them shall be considered to be responsible for the reasonable care and safeguarding of these tools. An employee will replace any tools, at his/her own expense, that are lost or broken due to carelessness, improper operation or neglect. It will be the responsibility of the administration to substantiate the fact that an employee has caused damage to a tool due to one of these three factors.
- H. Employees entrusted with the operation of vehicles and other mechanical pieces of equipment as part of their Board of Education responsibilities shall be considered to be responsible for the reasonable care in the operation of these vehicles and pieces of equipment. Damage as a result of neglected maintenance or improper operation shall be considered grounds for disciplinary action as per Article 10.0 B of this agreement.
- I. In making disciplinary decisions concerning workplace infractions, the employer will take into consideration whether or not the employee was actually on duty.

#### **ARTICLE XI - Prior Practice**

- 11.0 Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that employees or the Board of Education have enjoyed heretofore unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

#### **ARTICLE XII - Union Dues**

- 12.0 The Board agrees to deduct from the pay of all of its employees, who voluntarily authorize such deductions from their wages, such membership dues, initiation fees and reinstatement fees as may be fixed by the Union.

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving a written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

- 12.1 The deduction for any month will be made during each pay period of said month and shall be remitted to the Financial Officer of the Union not later than the last day of said month. The monthly remittances to the Union will be accompanied with a list of names of employees from whose wages such deductions have been made and the amount deducted from each employee.
- 12.2 The Union agrees that it will indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose of complying with the provisions of this Article.
- 12.3 All employees must participate in Direct Deposit.
- 12.4 At least one (1) bulletin board shall be placed, in an accessible place, in each school for the exclusive use of the Union for the posting of official Union notices or announcements.
- 12.5 The Board will provide each employee with electronic access to this Agreement within thirty (30) days after the date of the signing of this Agreement; new employees will be provided with electronic access to the Agreement at the time of hire.
- 12.6 Second shift employees may attend Union meetings with the stipulation that such meetings do not exceed one and one-half (1 1/2) hours and that they be held over the dinner hour in a location to be designated by the school administration. The Union must submit to the Buildings and Grounds Office a list of second shift employees in attendance. If there are any school activities held at the same time as the Union meeting at any school, custodial staff must remain on site at the school where the activity is taking place, as follows: one at each elementary school where an activity is taking place, two at each middle school where an activity is taking place, and two at the high school when an activity is taking place there.
- 12.7 No more than five (5) members shall be afforded the necessary time for contract negotiations without loss of pay. The Union Staff Representative may be present at any negotiations session in addition to the numbers specified in this article.
- 12.8 The Board of Education will make reasonable efforts to provide transportation to custodial employees who are assigned to more than one school. It is understood that employees accepting positions will normally provide for their own transportation needs and will only call upon Board assistance for short-term, emergency situations. The Board shall have the authority to reassign a custodian, without loss of pay, so as to avoid a transportation problem. Custodians will be reimbursed for mileage at the IRS rate
- 12.9 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, disability (including, but not limited to, mental retardation, past or present history of mental disability, physical disability or learning disability), genetic information, veteran status, Union status, 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.

- 12.10 The Union shall have the right and opportunity to hold an orientation session with all newly hired employees. This orientation session shall be for the purpose of explaining the new employee's contractual rights and introducing him/her to the Union. The orientation will be held within fourteen (14) days of the employee's hire date and shall be during working hours at a time agreed by the employees' immediate supervisor, not to exceed one hour (1) in duration.

### **ARTICLE XIII - Savings Clause**

- 13.0 Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable for any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

### **ARTICLE XIV - Board Rights**

- 14.0 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 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.

- 4) To employ, transfer, promote or demote employees, or to lay off 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.
- 5) 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.
- 6) To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rates.

### **ARTICLE XV - Grievance Procedure**

- 15.0 The Superintendent/designee and the Union Committee from the employees of his department shall meet monthly by mutual agreement of both parties for the purpose of discussing matters of mutual interest, performance of work, employee behavior, and working conditions with the intent to avoid the necessity of individual recourse to the formal grievance procedure and to generally promote a satisfactory relationship.
- 15.1 The purpose of this procedure is to provide an orderly method for adjusting grievances. Grievances arising out of matters covered by this Agreement and any questions arising out of employer-employee relationships will be processed in the following manner:

Step 1 - The aggrieved employee and/or his/her Union Steward shall take up the grievance or dispute with the employee's immediate superior. The immediate superior shall adjust the matter at once, or notify the employee and his/her Steward of his/her decision in writing within five (5) days from the day the matter is presented.

Step 2 - If the matter has not been settled, it may be presented in writing (such presentation must be made within fifteen (15) days of receipt of the Level I response), by the Steward and/or the President and/or Vice-President of the Union to the Superintendent/designee. The Superintendent/designee shall, within ten (10) days from the date the matter is submitted to him/her, arrange a meeting with all those concerned present, to review the facts and shall adjust the matter at once or notify the employee, the President and Vice-President of the Union and the Council #4 Representative of his decision in writing, within ten (10) days after the day of the meeting.

Step 3 - If the grievance is not settled by Step 2 within the required time, the Union may submit such grievance to the Board of Education. Such submission must be in writing and received by the Board within five (5) 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 ten (10) days.

Step 4 - If the grievance remains unsettled it may then be submitted to arbitration, at the request of the Union only. The Union, at its sole discretion, may submit the grievance to Arbitration by the SBMA or the AAA, with expenses equally divided between the Board of Education and the Union. Such submission must be within thirty (30) days of receipt of the Level Three decisions. The Board of Education may remove a grievance submitted to the SBMA to AAA by sending written notice to the Union and filing with AAA within thirty (30) days of the SBMA submission. If such removal is made all expenses shall be paid by the Board of Education. The decision of the arbitrators shall be final and binding upon the parties. The arbitrators shall be bound by and must comply with all the terms of the Agreement and shall have no power to add to, subtract from or in any way, modify the provisions of this Agreement.

- 15.2 Level One - One official shall be designated by the Union for the purposes of adjusting a grievance. In both occurrences there shall be no loss of pay. The Union Staff Representative may be present at any grievance session in addition to the numbers specified in this article.

Level Two - Shall include all of the above and in addition the Union President or designee.

- 15.3 The services of the Council #4 Representative shall be available to the grievant on any step of the grievance procedure.
- 15.4 Failure of the employees or the Union to insist upon compliance with any provision of this Agreement at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.
- 15.5 No grievance may be filed more than thirty (30) days after the employee knew or should have known of the event giving rise to the grievance.

## **ARTICLE XVI - Evaluation**

- 16.0 The employee evaluation system shall be mandatory for all employees employed by the Board in bargaining unit positions. It should be understood that written evaluations will be considered by management in gauging qualifications for promotions.

Additionally, written evaluations shall be considered evidence of an employee's performance, admissible in grievance and other proceedings. Under no circumstances shall a written evaluation document, standing alone, constitute a step in the chain of progressive discipline.

Employees will be evaluated by their immediate supervisors.

Custodial and maintenance employees will comply with all orders of the Board of Education Administrators. In the event of a conflict between an administrator's order and custodial or maintenance department policy, the matter shall be referred to the business manager who will make the final decision.

### **ARTICLE XVII - College or Vocational Tuition Reimbursement**

17.0 Full-time bargaining unit members may make application to the Board of Education for reimbursement up to 85 percent (85%) tuition cost of courses taken to improve their skills or to learn new skills up to a maximum reimbursement of Two Thousand Five Hundred Dollars (\$2,500) per employee per fiscal year. No more than one course may be taken each semester. Reimbursement will be made based on the grade obtained as follows:

- A. 85 percent for A or Passing for a Pass/Fail Course
- B. 75 percent for B
- C. 65 percent for C
- D. No reimbursement for D or below

These courses must have prior approval of the Central Administration. The Administration shall not approve any application unless it has been received at least two (2) weeks prior to the start of the requested course.

Whenever eligible, veterans must apply for government reimbursement rather than from the Board of Education.

### **ARTICLE XVIII – Uniforms**

18.0 Upon completion of the probationary period, new employees will be provided with five (5) polo shirts, five (5) t-shirts and two (2) sweatshirts. Thereafter, employees shall receive three (3) replacement articles of the employee's choice per year.

### **ARTICLE XIX - Duration**

19.0 This agreement shall be effective upon ratification and shall remain in full force and effect through June 30<sup>th</sup>, 2023. It shall automatically be renewed from year to year unless either party requests negotiations in accordance with MERA.

IN WITNESS WHEREOF, the parties hereto have set their hands this 8<sup>th</sup>, day of October, 2019.

For the Manchester Board of Education:

Signed: Mund [Signature]

Date: 10/8/19

For AFSCME Council #4 Local #991 - Custodians and Maintenance

Signed: [Signature] # 991

Date: 10/8/19

Lisa H. McMillin  
Union Staff Rep

Michael Gullotti  
Local 991



## **SALARY SCHEDULE**

The Head Custodian and Assistant Head Custodians stipends will increase at the general wage increase amount agreed to in the full salary schedule.

New custodians and helpers will receive an entry level salary of 90 percent of the Step 1 starting salary. This does not apply to those employees already in the bargaining group who are transferring into a position. This entry level salary will remain in effect for 120 calendar days after which the employee will move to the Step 1 salary schedule.

For any year in which the contract provides for step advancement, the following provisions shall apply to all employees who have not reached the maximum step of the wage schedule:

Such step advancement shall occur on July 1<sup>st</sup>.

For employees hired on or after July 1, 2018, if the employee's date of hire falls between July 1 and December 31, the employee will be eligible for step advancement on the July 1<sup>st</sup> following the employee's date of hire, and July 1<sup>st</sup> of each subsequent year for which the contract provides for step advancement.

For employees hired on or after July 1, 2018, if the employee's date of hire falls between January 1 and June 30, the employee will be eligible for step advancement on the second July 1<sup>st</sup> occurring after the employee's date of hire, and July 1<sup>st</sup> of each subsequent year for which the contract provides for step advancement.

Employees' pay will be calculated on an hourly basis as indicated in the rates below. Twenty-six paydays will be made throughout the course of the fiscal year. For those years that have more than 52 Fridays, 27 paydays may occur. The Board will pay on an hour-by-hour basis for hours actually worked being those paid within a pay period.

**2018-19**

Total Hourly Rate	1 <sup>st</sup> Shift Custodian	Helper	2nd Shift Custodian	Asst. Head Custodian	Head Custodian	Maint	Maint w/ License	Grounds Leadperson	Electrical/ HVAC Leadperson	Maint w/ Shift	Maint w/ License & shift
0	21.03	22.69	23.13								
1	23.36	25.22	25.69	27.47	25.82	28.89	30.31	31.52	31.52	31.77	33.34
2	24.67	26.99	27.14	28.92	27.14	30.75	32.18	33.40	33.40	33.84	35.40

**2019-20**

Total Hourly Rate	1 <sup>st</sup> Shift Custodian	Helper	2nd Shift Custodian	Asst. Head Custodian	Head Custodian	Maint	Maint w/ License	Grounds Leadperson	Electrical/ HVAC Leadperson	Maint w/ Shift	Maint w/ License & shift
0	21.45	23.15	23.59								
1	23.83	25.72	26.21	28.01	26.33	29.46	30.92	32.15	32.15	32.41	34.01
2	25.31	27.68	27.83	29.66	27.83	31.54	33.00	34.26	34.26	34.70	36.31

**2020-21**

Total Hourly Rate	1 <sup>st</sup> Shift Custodian	Helper	2nd Shift Custodian	Asst. Head Custodian	Head Custodian	Maint	Maint w/ License	Grounds Leadperson	Electrical/ HVAC Leadperson	Maint w/ Shift	Maint w/ License & shift
0	21.88	23.61	24.06								
1	24.31	26.24	26.73	28.58	26.86	30.05	31.53	32.80	32.80	33.06	34.69
2	25.95	28.39	28.55	30.42	28.55	32.35	33.85	35.13	35.13	35.59	37.24

**2021-22**

Total Hourly Rate	1 <sup>st</sup> Shift Custodian	Helper	2nd Shift Custodian	Asst. Head Custodian	Head Custodian	Maint	Maint w/ License	Grounds Leadperson	Electrical/ HVAC Leadperson	Maint w/ Shift	Maint w/ License & shift
0	22.32	24.08	24.54								
1	24.79	26.76	27.27	29.15	27.40	30.65	32.17	33.45	33.45	33.72	35.38
2	26.62	29.11	29.28	31.20	29.28	33.18	34.71	36.03	36.03	36.50	38.19

**2022-23**

Total Hourly Rate	1 <sup>st</sup> Shift Custodian	Helper	2nd Shift Custodian	Asst. Head Custodian	Head Custodian	Maint	Maint w/ License	Grounds Leadperson	Electrical/ HVAC Leadperson	Maint w/ Shift	Maint w/ License & shift
0	22.76	24.57	25.04								
1	25.29	27.30	27.81	29.73	27.94	31.27	32.81	34.12	34.12	34.39	36.09
2	27.30	29.86	30.03	32.00	30.03	34.03	35.60	36.95	36.95	37.44	39.17