

AGREEMENT BETWEEN
THE MANCHESTER BOARD OF EDUCATION
AND
LOCAL 991 OF COUNCIL NO. 4 AFSCME, AFL-CIO

Representatives of
THE MANCHESTER ASSOCIATION
OF
EDUCATIONAL SECRETARIES

Covering the period

July 1, 2018
to
June 30, 2023

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AGREEMENT

between

THE MANCHESTER BOARD OF EDUCATION
and
LOCAL 991 OF COUNCIL NO. 4
AFSCME, AFL-CIO

This Agreement is entered into by and between the Manchester Board of Education and/or its successors (hereinafter referred to as the "Board") and Local 991 of Council No. 4, American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the "Union").

ARTICLE I - RECOGNITION

1.0 The Board recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours and other conditions of employment for all secretarial employees in the public school system of the Town of Manchester serving in positions listed on Appendix B, whether or not paid from funds obtained from State or Federal legislation, with the exception of the Secretary to the Superintendent, the Secretary to the Director of Human Resources and the Secretary to the Director of Finance and Management.

1.1 No job classification included in the bargaining unit under Section 1.0 shall be reclassified outside the unit as defined above without the mutual consent of the parties.

1.2 Prior to any Board action regarding the establishment of any new position or elimination of any existing position, an opportunity shall be provided for Union representatives to express their position directly with the Superintendent regarding such proposed action, and to mutually agree on a salary classification in cases when a new position is established or an existing official job description is revised.

1.3 It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of secretarial work in the public school system of the Town of Manchester, provide for orderly professional negotiations between the Board and the Union, and secure prompt and fair disposition of grievances so as to promote positive influences upon the operation of the school program.

1.4 As used in this Agreement, the term "employee" shall mean an individual employed in any position within this bargaining unit.

1.5 As used in this Agreement, the term "Superintendent" shall mean "the Superintendent or the Superintendent's designee."

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

1.7 Except as otherwise provided in this Agreement, the term “days” shall mean business days on which the Board’s Central Office is open.

1.8 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 Educational Secretaries’ bargaining unit.

The Board and the Union agree that the dates of hire for employees hired into the Educational Secretaries’ bargaining unit prior to April 1, 2019 shall be those set forth in the Memorandum of Agreement executed by the Board and the Union on August 2, 2019.

The Board shall maintain and shall furnish the Union, each October 1st, a list of employees showing their bargaining unit seniority date, date of hire and classification. Upon successful completion of their probationary period, new employees shall be added to this list.

1.9 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 Educational Secretaries’ bargaining unit, immediately preceding the employee’s date of hire in a position within the Educational Secretaries’ 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 Educational Secretaries’ 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 - MANAGEMENT RIGHTS

2.0 Unless expressly limited or relinquished herein by a specific section of this Agreement, the rights, power and authority held by the Board and any of its departments pursuant to any Charter, general or specific statute, ordinance, regulation or other lawful provision over matters involving the Manchester Public Schools, and the complete operational control over the policies, practices, procedures and regulations with respect to its employees shall remain vested solely and exclusively with the Board including, but not limited to those rights provided by Conn. Gen. Stat. 10-220 and the following:

- a) To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.
- b) 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.
- c) 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.
- d) To employ, transfer, promote or demote employees 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.
- e) 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.
- f) To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the impact as required by the Municipal Employee Relations Act.

ARTICLE III - GRIEVANCE PROCEDURE

3.0 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. The Superintendent 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 Superintendent's decision. 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 arbitrator shall be final and binding upon the parties, except as otherwise provided by law. The arbitrator 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.

3.1 Level One - One official shall be designated by the Union for the purposes of adjusting a grievance. There shall be no loss of pay for such purposes. The Union Staff Representative may be present at any grievance/negotiations 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.

3.2 The services of the Council #4 Representative shall be available to the grievant on any step of the grievance procedure.

3.3 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.

3.4 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.

3.5 Officers and/or Stewards of the Union, as shall be designated by the Union for the purposes of adjusting grievances and/or contract negotiations, shall be afforded the necessary amount of time, without loss of pay or benefits, to conduct such business.

ARTICLE IV - CONDITIONS OF EMPLOYMENT

4.0 SELECTIONS

The Superintendent/designee shall be responsible for the selection, employment, duties and transfer of employees after an interview with the prospective supervisor. It shall be established policy to secure the most competent candidate in accordance with salary schedule and without discrimination against any qualified candidate because of political, religious, or labor union affiliation, or on the basis of race, age, creed, color, national origin, genetic information, marital status, sexual orientation, gender identity or expression or physical or mental disability.

4.1 PROBATION

- A. All new employees shall be subject to a probationary period of sixty (60) 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 administration shall have the authority to extend the probationary period beyond sixty (60) days for an additional period of time not to exceed thirty (30) days upon notification to the employee and the Union of said extension and the reasons for the extension. During such probationary period it shall be the sole responsibility of the Superintendent/designee to evaluate performance and if deemed unsatisfactory, issue a formal notice of termination. Probationary employees shall acquire length of service records as of the date of their hiring.
- B. The basis for selection of new employees shall be a skills assessment, qualifications, an interview with the prospective administrative and/or supervisory personnel and an evaluation of previous work experience. Consideration shall be limited to those who successfully satisfy the skills assessment with a passing score. The Board will provide an opportunity for the Union to have input regarding the skills assessments to be utilized.
- C. All new hires will begin on the first step of the salary schedule for the appropriate classification.

4.2 DISCIPLINARY ACTION

- A. All disciplinary action will be for just cause and subject to the grievance procedure starting at Level Two. Notice of intent to dismiss shall be in the form of a written statement from the Central Office.

- B. All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being taken.
- C. Disciplinary actions shall include (1) a verbal warning; (2) written warning; (3) suspension without pay; (4) discharge, and shall normally follow this order. The Superintendent reserves the right to deviate from the above procedure in suitable cases.
- D. The Superintendent shall, at the time disciplinary action is taken (except verbal warnings), furnish the employee and the President of the Union, in writing, a statement of reasons for such action and the period of time for which any such suspension is to be effective.
- E. 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.

4.3 RESIGNATIONS

- A. A written notice of resignation should be filed with the Superintendent/designee at least two weeks in advance of separation.
- B. An employee who resigns in good standing shall be entitled to pay up to and including the last day of work.
- C. In addition, the employee shall be paid for vacation time which has accrued but has not been taken.
- D. An employee who terminates his/her services with the Board and is reemployed within six (6) months shall have sick leave accrued at the time of termination restored to his/her credit.

4.4 EVALUATIONS

All employees will be evaluated by their Supervisor. Original copies of the evaluation must be submitted to Human Resources in January and June of each year.

ARTICLE V - WORKING CONDITIONS

5.0 WORKING HOURS

- A. When finalized, the Board shall provide a copy of the ensuing year's school calendar to the Union President.

B. 40-week employees will follow the school calendar. Forty-week employees shall work two hundred (200) days per year, comprised of: the student school year, the holidays provided for in Section 5.5 of this agreement, and any additional days needed to arrive at the required two hundred (200) day working year.

44- week employees will work as follows: two hundred and twenty (220) days, comprised of: the student school year, the holidays provided for in Section 5.5 of this agreement, and any additional days needed to arrive at the required two hundred and twenty (220) day working year.

5.1 WORK WEEK

The standard work week for employees shall consist of thirty-seven and one-half (37.5) hours, seven and one-half (7.5) hours per day, Monday through Friday, plus a one half hour minimum daily lunch period which must be taken by the employee.

The standard work day shall begin no earlier than 6:30 a.m. and end no later than 5:30 p.m. Adjustments to the work day may be made by the mutual agreement of the employee and the supervisor.

5.2 WEATHER CONDITIONS

On a day when school is closed because of weather conditions but offices are open, 52-week bargaining unit members will be expected to report to work in a safe and timely manner within ninety (90) minutes of their start time or longer as the Superintendent dictates. Employees shall charge vacation or personal leave if they fail to report to work.

On days when there is a late opening for school due to weather conditions, the regular starting time for employees shall be delayed and equal to the delay for the school starting time. Employees shall charge vacation or personal leave if they fail to report to work.

If the Superintendent of Schools determines that, due to weather conditions or other emergency circumstances, any secretarial employee should be dismissed early, said employee will not suffer any loss of pay for that day. Any 52-week employee ordered not to report to work shall suffer no loss of pay.

40/44 week employees must work the student school year and make up any weather days the same as students. These days will be made up at the end of the school year. If those days are exhausted, then April vacation days will be used.

5.3 OVERTIME

- A. An employee who works at the request of the supervisor or the Superintendent on a Saturday or in excess forty (40) hours, shall be compensated at the rate of time and one-half.
- B. An employee who works at the request of the supervisor or the Superintendent on a Sunday or holiday shall be compensated at the rate of double time.

5.4 ABSENCES

- A. When a staff member finds it necessary to be absent, the supervisor must be notified immediately and the automated substitute system contacted.
- B. A list of available secretarial substitutes shall be furnished to each location where secretaries work by October 1 of each year. The Department of Human Resources for the Board of Education shall send notification of additions and deletions to the substitute list periodically.

5.5 HOLIDAYS

- A. Secretaries employed on a 52-week basis shall be granted the following holidays with pay: New Year's Day; Martin Luther King Day; Presidents' Day; Good Friday; Memorial Day, Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; day after Thanksgiving and Christmas Day; and one floating holiday to be selected by mutual agreement between the employee and his or her supervisor.
- B. All 52-week employees will work a four-hour day on Christmas Eve day (starting at their regular start time), as long as students have no school on Christmas Eve day.
- C. All employees will work a six-hour day (starting at their regular start time) on the day before Thanksgiving, as long as students continue to have a half-day.
- D. All other half days that appear on the school calendar are full work days for the secretarial staff.
- E. Secretaries employed on a 40-week basis work a 200-day schedule encompassing the school calendar. Secretaries employed on a 44-week basis work a 220-day schedule encompassing the school calendar. The holidays included in the pay of a 40-week or 44-week secretary are as follows: New Year's Day; Martin Luther King Day, President's Day, Good Friday; Memorial Day; Columbus Day; Veteran's Day; Thanksgiving Day; day after Thanksgiving; and Christmas Day.

40-week secretaries and 44-week secretaries shall receive the following day off without pay: Labor Day. However, if the student school year begins prior to Labor Day, 40-week and 44-week employees will receive Labor Day as a paid holiday.

- F. Holidays occurring on a Saturday will be observed on the preceding Friday if there is no school on said Friday. Holidays occurring on Sunday will be observed the following day if there is no school on said Monday.
- G. When school is in session during any of the holidays listed above, a compensating day will be designated as a substitute for said holiday.
- H. In the event a holiday occurs during the paid vacation of any employee, he/she shall be entitled to an additional vacation day with pay.

5.6 VACATIONS

- A. All vacation days shall be accrued on a monthly basis, from July 1 through June 30. During the first year of employment, employees shall earn vacation on a pro-rated basis at the rate of one (1) day for each month worked, except that vacation pay shall not accrue for the first two (2) months of service. During subsequent years of employment, employees shall accrue vacation on a monthly basis, based on rate of accrual equal to one-twelfth of the total number of days of vacation per year for which the employee is eligible in accordance with this section. When an employee becomes eligible for a greater number of vacation days in accordance with this section, the employee's increased vacation accrual rate shall become effective on the employee's anniversary date, based on the completion of the years of service set forth in this section.

These employees will take all vacation time earned or ten (10) days, 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 twenty-five (25) days. Such accumulated vacation time is to be taken at a time subject to the supervisor's approval.

- B. Employees employed on a 52-week basis who desire to take a vacation prior to their anniversary date shall be entitled to a vacation with pay of one (1) working day for each month of service, except that vacation pay shall not accrue for the first two months of service.
- C. Employees employed on a 52-week basis who have completed one (1) year of continuous service shall be entitled to ten (10) days vacation pay.

- D. Employees employed on a 52-week basis who have completed five (5) years of continuous service shall be entitled to fifteen (15) days vacation.
- E. Employees employed on a 52-week basis with over five (5) years of service shall receive one (1) additional vacation day for each two (2) years of continuous service over five (5) years until fifteen (15) years of service is reached at which time the employee shall be entitled to twenty (20) days.
- F. Vacation time is to be taken at a time subject to the supervisor's approval. All vacation time will be charged as actual time used.
- G. To maintain the operating efficiency of any department whenever there shall be a conflict in requesting vacation dates within the department, preference shall be given to employees according to seniority.

5.7 EMPLOYEE FACILITIES

The Board shall endeavor to furnish each building with proper facilities and equipment, within the limitations of the Board's budget, in order that personnel will be able to function efficiently. All employees shall be guaranteed a parking space at a reasonable proximity to their work area.

ARTICLE VI - ADDITIONAL PERSONNEL

6.0 The Board and the Union agree that prior to any Board action regarding the establishment of any new positions or the elimination of any existing positions involving secretarial personnel, an opportunity should be provided for Union representatives to meet with the Superintendent and the Board and express their views directly regarding any such proposed action, priorities or projects.

ARTICLE VII - PROMOTIONS AND TRANSFERS

7.0 VACANCIES

- A. When a vacancy occurs or a new position is created within the bargaining unit, notice of such vacancy shall be made known to all employees presently employed via e-mail for five (5) days during the school year and ten (10) days during periods of vacation and/or summer schedules, prior to any action taken by the Board of Education to fill the position. Such notices shall clearly outline the qualifications for the position and shall specify whether the position is permanent or a temporary replacement for an employee on leave of absence.

Outside notification concerning a vacancy may occur concurrently with the posting to bargaining unit employees but outside candidates shall not be considered unless there are no qualified internal candidates.

- B. Except as otherwise provided in this section, selection for all positions shall be based on a satisfactory past performance, an interview with the prospective administrative and/or supervisory personnel and a passing score on the skills assessment (where applicable in accordance with the provisions of this section).

Selection for employment to the same job title or a lower classification will be based on seniority, satisfactory past performance, an interview with the prospective administrative and/or supervisory personnel, and will not require any skills assessment.

Selection for employment for a transfer or promotion to a different job title will be based on satisfactory past performance, an interview with the prospective administrative and/or supervisory personnel, and a passing score on a skills assessment related to the position, if required.

In the event two or more applicants are ranked equal, then seniority shall be the deciding factor for awarding the position. In the event the most senior qualified applicant is not selected, such decision shall not be arbitrary or capricious.

- C. The Administration may transfer employees from one assignment or location to another within the same position title as business needs dictate upon agreement of the employee to be transferred and after discussion with union representatives. Such transfers shall not be used to circumvent the posting process or to fill vacancies.
- D. When an employee is offered a transfer within the same position title, the employee shall not be permitted to apply for another position within the same position title until the end of the current school year.
- E. All applicants shall be notified in writing when an appointment has been made.
- F. When an employee has been promoted in accordance with the provisions of this section, if it has been demonstrated after a period of three (3) months that the employee is not able to perform the duties of the new position, s/he shall be relieved of such duties and, if his/her prior position is open, returned to the prior position without loss of rights under this Agreement.
- G. Any employee who has been promoted or has filled a new position shall be evaluated by a supervisor familiar with the employee's work performance. Evaluations shall be reduced to writing and copies provided to the employee and the Department of Human Resources. An evaluation shall be issued at the mid-

point of the probationary period and shall indicate where improvements in job performance are required, if any, allowing the employee ample time to improve in the specified areas. The probationary period shall be sixty (60) days.

7.1 Secretarial positions for summer school, expulsion programs and kindergarten registration shall be posted and filled in accordance with the provisions of Article VII.

ARTICLE VIII - CLASSIFICATION

8.0 Each position shall only be assigned duties within the scope of the assigned classification.

8.1 The Board of Education may upgrade positions as required by the needs of the School System.

ARTICLE IX - RETIREMENTS

9.0 Upon retirement, retirees shall be paid for accumulated unused sick leave in accordance with Article XIV.

ARTICLE X - SALARIES

10.0 The salaries of all persons covered by this Agreement are set forth in Appendix A which is attached and made a part hereof.

10.1 Wage increases for 2018-19 will be applied retroactively to July 1, 2018 for those individuals who remain employed by the Board as of the date of ratification.

ARTICLE XI - GENERAL CONDITIONS AFFECTING SALARIES

11.0 Salary payments shall be made in accordance with the following schedule:

<u>Number of weeks</u>	<u>Installments</u>
52	Bi-weekly
44	23
40	21

Employees shall be paid by direct deposit.

11.1 New hires will start on Step I. For any year in which Appendix A 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 1st.

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 1st following the employee's date of hire, and July 1st of each subsequent year for which Appendix A 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 1st occurring after the employee's date of hire, and July 1st of each subsequent year for which Appendix A provides for step advancement.

11.2 When a secretary is required to assume the duties of another secretary in a higher classification, or in addition to his/her own duties, beyond five (5) consecutive days, he/she will be paid in his/her same step in the higher classification and such increase will be made retroactive to the first day of the five (5) days, upon written notice to the Superintendent from the employee's supervisor stating that he/she had performed such duties.

11.3 LONGEVITY

A. A longevity service increment shall be possible for any secretary at any point on the salary schedule provided the employee's total service with the Manchester Board of Education meets the required number of years based on the following schedule:

(a) 10 years	-	\$200.00
(b) 15 years	-	\$300.00
(c) 20 years	-	\$450.00

This benefit will no longer exist for any employee hired after May 31, 2002.

- B. Longevity payments to be paid in a lump sum on the first pay day after the anniversary date of employment.
- C. Pro rata longevity payments shall be paid to a secretarial employee in the event his/her services to the Board are terminated provided the employee has rendered satisfactory service during his/her term of employment.
- D. Any secretarial employee currently receiving the \$450 rate will continue to do so.

ARTICLE XII - TUITION REIMBURSEMENT

12.0 Full-time employees may make application to the Board of Education for reimbursement of 85% tuition cost and lab fees of courses taken to improve their job-related skills or to learn new job-related skills provided that the employee earns a passing grade, up to a maximum reimbursement of Two Thousand Five Hundred Dollars (\$2,500) per employee per fiscal year. These courses must have prior approval of the Administration.

ARTICLE XIII - PROTECTION OF SECRETARIES

13.0 Employees shall report immediately in writing to their immediate supervisor and to the Superintendent/designee all cases of assault suffered by them in connection with their employment.

13.1 The Board shall indemnify bargaining unit employees in accordance with the provisions of Section 10-235 of the Connecticut General Statutes.

13.2 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.

ARTICLE XIV - SICK LEAVE

14.0 Employees hired after July 1, 1997 shall be granted annually twelve (12) sick leave days with full pay. Any employee hired prior to July 1, 1997 shall continue to receive fifteen (15) sick leave days annually with full pay.

14.1 Employees who work less than a full day shall be granted sick leave days pro-rated according to the fraction of the time for which they are employed.

14.2 The accumulation of unused sick leave shall be limited to one hundred and ninety (190) days. Notwithstanding the foregoing, any employee who has accumulated sick leave days in excess of 190 on the date of the issuance of the arbitration award in this matter shall be permitted to retain these days, but shall not be permitted to accumulate days in excess of the number he or she has as of May 31, 2002. If such employee's accumulated sick leave

subsequently falls below 190, the 190-day limitation on accumulation shall thereafter apply to that employee.

14.3 For absence for sickness as documented by a medical physician, who will attest in writing to the employee's disability status for ten or more days beyond granted leave pursuant to sections 14.0 through 14.3, an employee shall receive the difference between the rate paid to a substitute who is a non-contract, non-bargaining unit secretary and their absent secretary's regular salary whether or not a substitute is actually employed. This practice shall not exceed sixty (60) days past the expiration date of sick leave, at which time the member must return to work or seek a medical leave of absence.

Days taken under this provision in which the employee receives the difference in pay between his/her pay and a substitute's will be deducted from the final accumulated days at the person's retirement for payout purposes at the rate of one-half (1/2) the number of used days (e.g., if an employee falls under provision 14.3 "Absence for sickness beyond leave" for a period of twenty (20) days, ten (10) days will be subsequently deducted from accumulated sick leave at the time of retirement.)

14.4 All medical and dental appointments will be charged to sick leave. All sick leave will be charged as actual time used.

14.5 In the event of catastrophic illness, special consideration for extension of sick leave may be given by application through the Superintendent/designee. The number of catastrophic illness days added to an employee's account will be subtracted upon retirement before calculating the accumulated unused sick days to be compensated under the provision of Section 14.6.

14.6 The provisions set forth in this section shall apply only to employees who were hired prior to June 30, 2009. Upon retirement, any employee shall be paid for one-half of all accumulated unused sick days up to a limit of two hundred and forty (240) days of such accumulation; or, if the employee has rendered fifteen (15) or more years of service in Manchester, for all unused sick leave accumulated up to a maximum of one hundred and twenty (120) days. Payment for 44-week employees' unused sick pay so provided shall be at the rate of one two-hundred twentieths (1/220) of the employee's annual salary as of the date of termination. Payment for 40-week employees' unused sick pay so provided shall be at the rate of one two-hundredths (1/200) of the employee's annual salary as of the date of termination.

For employees hired after July 1, 1997 and prior to June 30, 2009, sick leave payout shall be limited to 70 days for retirees at either the rate calculated in the agreement or an average of their last three (3) years of salary, whichever is less.

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 within the same time period applicable to 401(a) contributions under the provisions of this section.

14.7 In the event of absence of an employee for illness in excess of five (5) consecutive days, the Superintendent may request the filing of a doctor's certificate or the Superintendent may, if he/she has reasonable cause to believe that there is an abuse of the sick leave policy, require an examination by an independent physician, such examination to be at the Board's expense.

14.8 SICK LEAVE BANK

- A. The Sick Leave Bank shall be established to assist employees who, as a result of serious or extended illness or injury, have exhausted their accumulated sick leave.

In order to be eligible to participate in withdrawals from the Sick Leave Bank, an employee must meet the following criteria:

1. The employee or immediate family member must have a serious illness or extended injury, verified by the Sick Leave Committee. The Sick Leave Committee may require medical or other information to facilitate its ability to verify the employee's or immediate family member's illness or injury.
2. Such illness or injury has caused the employee to exhaust all of his/her accumulated sick leave days.
3. The days donated by each employee will be subtracted from his/her accumulated sick leave.
4. Employees may contribute up to two (2) days annually to the Sick Leave Bank. However, for the 2019-20 contract year and for any year in which the total number of sick days in the Sick Leave Bank falls below two hundred (200) days, employees may contribute up to three (3) days.
5. Days contributed will not be returned to the employee in any form.
6. To be eligible, new employees and employees returning from leave may contribute one (1) or two (2) days immediately upon hiring or returning.

7. In order to apply for the benefits in the Sick Leave Bank, an employee must have contributed at least one (1) day by September 30 of each year. Such contribution is timely until the following September 29.

B. Procedure

1. The eligible employee, as determined by the above criteria, must submit a letter to the Sick Leave Committee explaining how he/she meets the eligibility criteria and request permission to draw upon the Sick Leave Bank. 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.
2. The Sick Leave Committee shall, within fifteen (15) school days of receipt of the letter, render a decision as to the use of the Sick Leave Bank days.
3. Sick Leave Bank days may not exceed thirty (30) for any one application. If the employee's illness or injury extends beyond the number of Sick Leave Bank days granted, he/she may apply for additional days. The cumulative grant of Sick Leave Bank days over the course of an employee's total employment with the Board shall not exceed ninety (90) Sick Leave Bank days.
4. Unused granted days will be returned to the Sick Leave Bank at the end of the employee's leave. The Sick Leave Bank shall have a minimum of two hundred (200) days in reserve.
5. The decisions of the Sick Leave Committee are final and are not subject to the grievance procedure.
6. The Sick Leave Committee shall be responsible for keeping records regarding contributions to and withdrawals from the Sick Leave Bank and shall advise the Superintendent or his/her designee of days contributed by individual staff members.
7. The Superintendent or his/her designee shall adjust records to reflect transfer of days between individual employees and the Sick Leave Bank.
8. In no case shall any sick days contributed to or received from the Sick Leave Bank be included in calculating any employee's compensation for unused sick leave upon retirement under Section 14.6 of this Agreement.

9. 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 the operation of the Sick Leave Bank.

ARTICLE XV - LEAVES OF ABSENCE

15.0 PERSONAL LEAVE

A. Leaves of absence with pay and not chargeable against the employee's sick leave allowance shall be granted to a total maximum of 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. The employees will receive their full salary but give to the Board of Education any compensation they receive from serving on jury duty.

15.1 LEAVES WITHOUT PAY

- A. Leave of absence without pay may be granted by the Board for a limited, definite period not to exceed one year, for the following reasons:
 - 1. For health reasons upon advice of a physician.
 - 2. For other personal reasons subject to the review and recommendation of the Superintendent.
- B. Application for such leaves of absence must be made in writing, stating the reason for the request and the length of time desired. A leave of absence expires automatically at the date of expiration approved for the leave. If an extension is required, it must be approved by the Board.
- C. It is expected that, as far as possible, leaves will be so arranged as to begin or end at the close of a school year.

15.2 MATERNITY LEAVE

- A. Short-Term Maternity Leave: Leave shall begin when in the opinion of her doctor the employee 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 employee, 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, unless such employees are granted approval for childrearing leave under Section B. 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 childbearing and/or childrearing. If such leave is granted, it shall commence immediately upon expiration of maternity related disability leave, if applicable, or otherwise on date of birth or adoption of the child. Such leave shall continue for a period not to exceed the remainder of the current school year plus one complete school year. In the event that any portion of such leave is covered by the federal Family Medical Leave Act, the provisions of the Act related to continuation of insurance benefits shall apply.
- 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 may bump the least senior person in his or her classification.

15.3 PROFESSIONAL LEAVE

- A. Each employee may be permitted attendance at recognized educational meetings. The arrangements for such meetings must be made in advance and the completed plans approved by the supervisor and Superintendent.
- B. The Board may pay, within the limits of appropriations, the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by the employees who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the supervisor and Superintendent for particular purposes of special benefit to the school system and/or the individual participating.
- C. With advance approval of the Superintendent, when it is necessary for official representatives of the Union to engage in Union activities directly relating to the Union's duties as representatives of the secretaries, they shall be given such free time without loss of pay as is necessary to perform any such activities. The Union and its officers recognize and agree that this privilege should not be abused.
- D. 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.

15.4 RETURN AFTER LEAVE OF ABSENCE

- A. Employees who have been granted a leave of absence shall notify the Board, in writing, thirty (30) days before the return date of their intention to resume work.
- B. All employees returning from a leave of absence as defined in Section 15.1 (above) shall be restored to the same or equivalent position that they held at the time the leave was granted.

ARTICLE XVI - INSURANCE

16.0 Subject to the eligibility requirements set forth in the applicable insurance plans, employees, their spouses and their dependents shall have provided for them by the Board of Education to the extent indicated, the following insurance coverages.

The following three health insurance options shall be provided to eligible employees for the 2018-19 contract year only:

1. Open Access Plus Plan \$30
2. Open Access Plus Plan \$20
3. High deductible/HSA health insurance plan

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	
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 full-time employee, the Board will fund fifty percent (50%) of the applicable HSA 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.

The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in

which the deductible shall be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. In the event that the HSA plan is implemented after the calendar year has begun, the Board's contribution toward the deductible shall be pro-rated for that year.

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 Association 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.

Premium Contributions: Eligible employees shall contribute the following premium contributions for the cost of HSA Plan:

	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 %	13.5 %	14.0 %	14.5 %

The Board has adopted an Internal Revenue Code Section 125 Plan which allows employees to pay the above contribution with pre-tax dollars.

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I, or similar statute if amended, the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax, or similar if amended, with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations. During such mid-term negotiations, the parties will reopen the health insurance provisions of Article XVII 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.

The Board reserves the right to change health insurance plans to a plan that is the same or similar to the plans currently provided, with same or similar being defined as the benefits arrangements provided by an alternative health insurance benefit carrier being such that the

size of the network offered must be 80% of that currently offered with similar geographic patterns. The following will be excluded in determining whether a plan is similar or not: out-of-state reciprocal arrangements for routine care (non-emergencies), except that at least one plan option shall include such out-of-state reciprocal arrangements; claims processing; payment methods and plan documents definitions and language.

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

16.1 The Board of Education shall provide term life insurance coverage in the amount of \$30,000 with an employee option to increase coverage up to \$20,000 additional.

16.2 Secretarial employees may purchase other insurance policies offered by the Board at their own expense.

16.3 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. Employees 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.

16.4 Retiree Insurance

The provisions of this section shall apply only to such employees who were hired prior to June 30, 2009.

Employees eligible for retiree insurance under this section shall receive the following benefits:

- Retirees and/or their spouse of record as of the date of retirement, upon reaching Medicare-eligible age, must take Medicare Parts A and B and then will be eligible to purchase the Medicare Supplement plan, Retiree Plan F.
- Life insurance of \$6,000.
- There is no dental coverage for retirees at any age.

In order to qualify for retiree health insurance benefits, a retiree must be able to collect a pension through the Town of Manchester Pension Plan.

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.

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 16.5, 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 16.5, 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, 2009, 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 16.5, 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. Any employee hired on or after June 30, 2009 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 16.5, 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.

16.5 Upon the death of a retired secretary, the surviving spouse (if the spouse of record at the time the secretary retired) may purchase health benefits through the Board group plan, to the extent that the retired secretary 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.

16.6 Health insurance benefits will be provided to members of the bargaining unit whose spouses are also employed by the Board in accordance with state law.

16.7 RETIREMENT PLANS

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.

ARTICLE XVII - PAYROLL DEDUCTIONS

17.0 The Board agrees to deduct from the salaries of its employees' dues for professional organization memberships in accordance with the procedures established in cooperation with the Central Office. Other payroll deductions may be provided for as agreed in cooperation with the Central Office such as Northeast Family Federal Credit Union.

ARTICLE XVIII - GENERAL PROVISIONS

18.0 It is understood that this Agreement is subject to, and shall operate within the framework of, the statutes of the State of Connecticut.

18.1 It is understood that employees shall continue to serve under the direction of the Superintendent and in accordance with the Board and administrative policies, rules and regulations.

18.2 There shall be no reprisals of any kind taken against any employee by reason of his/her membership in the Union or participation in its activities.

18.3 Employees shall have the opportunity to review and discuss any evaluation reports with their supervisors. The Board shall maintain only one official personnel file which shall be

located in the office of the Superintendent/designee. Subject to the provisions of the State Freedom of Information Act, no material shall be added to an employee's personnel file unless a copy of such material has been provided to the employee. The employee, upon request, shall be provided reasonable access to review his/her file in accordance with FOIA provisions.

18.4 This Agreement shall constitute Board policy for the term of said Agreement, and the Board hereby amends its rules and regulations to the extent necessary to give effect to the provisions of this Agreement.

18.5 If any portion of this Agreement is ruled invalid for any reasons, the remainder of the Agreement shall remain in full force and effect.

18.6 This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

18.7 All provisions of this Agreement shall apply equally to all employees without discrimination because of political, religious, or labor union affiliation, or on the basis of race, age, creed, color, national origin, marital status, sexual orientation, gender, religion, or physical or mental disability. The use of masculine or feminine pronouns in this agreement shall apply to employees of either sex.

18.8 The Union agrees that neither it nor any of the employees in the bargaining unit covered by this Agreement will collectively, concertedly or individually engage in or encourage or participate in, directly or indirectly, any strike, slowdown, stoppage of work, or other interference with the operation of the Board or the school system during the term of this Agreement and the Board agrees that during the term of this Agreement it will not lock out any employees covered by this Agreement. The Board retains the right to discipline and discharge any employee who violates this provision and to recover such damages from the Union and any employee as the Board may suffer by reason of breach of this article. Discipline or discharge for violation of this article shall not be subject to the grievance procedure.

ARTICLE XIX - LAYOFFS

19.0 In the event of a layoff, no employee shall be laid off from his/her position if any other employee in the same classification performing comparable duties with less seniority, as defined by Section 1.8, is to be retained. When employees are to be recalled (after the posting process), the first to be recalled shall be the most senior of those laid off, provided that such employees recalled are capable of doing the work then available.

Layoffs shall follow the following procedure:

- A. Seasonal employees, if any;
- B. Probationary employees, if any; then,

C. Regular employees within a classification.

19.1 Employees receiving a layoff notice may bump the last person hired in his/her same classification within the same number of weeks worked. If the employee is the last person hired for that classification, he/she may bump the last person hired in the next lower classification. The displaced employee must meet the minimum qualifications for the position he/she seeks to assume. No employee may bump another employee with more seniority.

19.2 Laid off employees shall have recall rights for a period of two (2) complete years from the date of layoff. An employee who waives recall rights shall be placed on the lowest seniority status for a subsequent recall, provided such recall rights shall, in no event, extend beyond the two (2) year period. An employee who refuses recall for any reason, or fails to respond to a recall notice within seven (7) days of the mailing of such notice by certified mail, return receipt requested, shall lose all further recall rights.

19.3 The Board shall give notice no later than June 1st of actual discontinuance. Failure to provide due notice of layoff would result in two (2) weeks' severance pay for the employee laid off.

ARTICLE XX - POSITIONS COVERED BY THIS CONTRACT

20.0 The Board recognizes that where a secretarial position becomes available, whether it be through Project Head Start or any other State or federally-funded program, the position is part of this bargaining unit and subject to this contract.

ARTICLE XXI - TRAVEL ALLOWANCE

21.0 Employees who use a privately owned automobile for traveling between schools or while conducting Board business shall be reimbursed once a month for all mileage driven at the current IRS rate per mile. All requests for mileage reimbursement must be submitted in accordance with the Board's established procedures concerning such reimbursement.

ARTICLE XXII - UNION SECURITY AND DUES DEDUCTIONS

22.0 The Board agrees to deduct monthly dues, as specified by Council #4, AFSCME, from the wages of all employees covered by this Agreement provided, however, that the Board has been duly and voluntarily authorized in writing by the employee to make such deductions.

22.1 The deduction for any month shall be made during the first two payroll periods of each month and shall be remitted to Council #4, AFSCME, not later than the last day of said month.

22.2 The monthly remittance of dues to Council #4, AFSCME, will be accompanied by a list of names of employees from whose wages dues deductions have been made.

22.3 Council #4, AFSCME shall certify to the Board the amount to be deducted monthly from the wages of such employees. If the amount so certified is to be changed, Council #4, AFSCME shall provide thirty (30) days written notice to the Board.

22.4 A substitute is a temporary replacement for an employee who is employed in an existing position. The Board of Education may employ substitute employees for a period of twenty (20) days or for the duration of an employee's absence, whichever is the greater.

A temporary is one who is hired in a non-permanent status to supplement the work force. The Board of Education may employ temporary employees, chosen either from the substitute list, applications, or a professional temporary service, for a period of twenty (20) days. For any service beyond twenty (20) days, the Board will meet with the Union to discuss the need for the extension.

A record of all temporary help shall be made available to the Union for its review quarterly.

22.5 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.

22.6 Voluntary PEOPLE contributions: The employer agrees that any employee who elects to make a PEOPLE contribution may do so by payroll 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 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. PEOPLE deductions must be made in whole dollar amounts.

22.7 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 XXIII - DURATION

23.0 This Agreement shall remain in effect from July 1, 2018 through June 30, 2023, and from year to year thereafter unless either party requests negotiations in accordance with MERA.

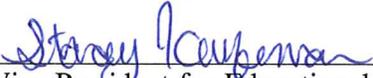
Agreed on this 9th day of Sept, 2019.



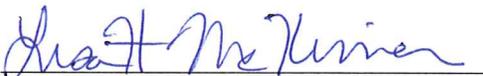
President AFSCME Local 991



Superintendent of Schools



Vice President for Educational Secretaries
AFSCME Local 991



Staff Representative
AFSCME Council 4, AFL-CIO

Appendix A

SALARY SCHEDULES

2018-19 **(1.0% GWI)**

Class	1	2	3
Step 1	28.51	26.39	24.41
Step 2	29.66	27.45	25.42
Step 3	30.85	28.56	26.42

2019-20 **(2.25% GWI)***

Class	A	B	C	D	E
Step 1	30.15	29.65	29.15	26.99	24.96
Step 2	31.33	30.83	30.33	28.07	25.99
Step 3	32.54	32.04	31.54	29.21	27.02

2020-21 **(2.25% GWI & \$0.50 to class B, \$1.00 to class A)**

Class	A	B	C	D	E
Step 1	31.83	30.32	29.81	27.59	25.52
Step 2	33.04	31.52	31.01	28.70	26.58
Step 3	34.27	33.26	32.25	29.86	27.62

2021-22 **(2.25% GWI)**

Class	A	B	C	D	E
Step 1	32.55	31.00	30.48	28.21	26.10
Step 2	33.78	32.23	31.71	29.35	27.18
Step 3	35.04	34.01	32.97	30.53	28.25

2022-23 **(2.25% GWI)**

Class	A	B	C	D	E
Step 1	33.28	31.70	31.17	28.85	26.68
Step 2	34.54	32.96	32.42	30.01	27.79
Step 3	35.83	34.77	33.72	31.22	28.88

Step advancement in accordance with Section 11.1 of this Agreement will occur on: July 1, 2018 (retroactive to such date); July 1, 2019; July 1, 2020, July 1, 2021 and July 1, 2022.

* Positions were re-classified from Classes 1-3 to A-E and wage schedule was restructured.

Appendix B

Class A	Class B	Class C	Class D	Class E
Assistant to the Deputy Superintendent	Accounts Payable Secretary	Adult Education Secretary	High School Assistant Principal Secretary	MHS Media/Library Secretary
Assistant to the Director of Pupil Services	Assistant to the Principal of Bennet Academy	Bentley Secretary	Central Office Receptionist/HR Secretary	School Receptionist/Front Desk Secretary
Assistant to the Principal of Manchester High School	Assistant to the Principal of Illing Middle School	Central Registrar	Early Childhood Education Secretary	
Benefits Specialist	Building & Grounds Secretary	Elementary School Secretary	Guidance Secretary	
Head Accounts Payable Secretary	Food & Nutrition Secretary	Head Start Secretary	Health/IT Secretary	
Head Grants Secretary	Grants Secretary	High School Bookkeeper	High School Attendance Secretary	
	Human Resources Secretary	Middle School Bookkeeper	MHS Copy Center Secretary	
	Manchester High School Registrar	Middle School Registrar	Pupil Services Secretary	
	Payroll Secretary	MMA Secretary	School & Business Partnerships Secretary	
		MRA Secretary	Talent/Evaluation Secretary	
		Student Activities Secretary (MHS)	Teaching & Learning Secretary	
		Pupil Services Bookkeeper	PPT Secretary	