

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

COVERING THE PERIOD
JULY 1, 2014
TO
JUNE 30, 2017

This Agreement is entered into by and between the Manchester Board of Education (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 Monitors.

ARTICLE II
MANAGEMENT RIGHTS

- 2.0 Unless expressly limited or relinquished below 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 special 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.

ARTICLE III
HOURS OF WORK, WAGES AND HOLIDAY PAY

- 3.0 Hourly wages will be in accordance with Appendix A. Employees will be credited with ten (10) paid holidays. These are Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, New Years Day, Martin Luther King Day, Good Friday, and Memorial Day.

Effective with the 2010-11 school year, if the student school year begins prior to Labor Day, employees will receive Labor Day as a paid holiday. If school begins after Labor Day, this will be an unpaid holiday for employees.

- 3.1 The Board agrees to cover employees under the provisions of the workers' compensation laws of the State of Connecticut, An employee will not suffer loss of income if injured or absent because of a job-related injury while they are receiving Workers' Compensation, not to exceed nine (9) months from date of injury. They 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.

3.2 Early School Closings:

When the Superintendent closes schools early and offices remain open, hall monitors essentially have two choices:

1. Leave at the time of student dismissal, which will result in a pay reduction or
2. Remain until the end of their scheduled work day.

If leaving at student dismissal results in a reduction to their regularly scheduled hours/minutes on that day, a pay reduction will result.

Remaining after student dismissal, until the end of their regularly scheduled hours/minutes on that day will not result in any pay reduction.

When the Superintendent closes school and offices early, all hall monitors will receive their regular pay for that day.

3.3 Members of the bargaining group will work one additional day during the school year for the sole purpose of receiving training provided by the Board of Education. The day will be added on to the student school year for a total work year of 184 days plus holidays as stated in Article III, Sec. 3.0. The training to be provided could include but is not necessarily limited to on-the-job safety issues, performing various physical restraint methods on students, organizing the school for maximum security and safety, and other topics which may be brought forth by either the Board or the Union. The training day will be provided immediately prior to the beginning of the students' school year in the fall unless mutually agreed upon by both parties to change the date to another time convenient during the school year.

3.4 The Paid workday is 6.5 hours per day, with an unpaid lunch of 45 minutes and a paid 15 minute break.

ARTICLE IV
SENIORITY, LAYOFF AND RECALL

4.0 Within thirty (30) days of the signing of this Agreement and annually thereafter at the beginning of each school year, the Board shall furnish the Union Secretary with a list of all employees in order of their seniority, together with the then current salary for each, For the purpose of this Article, seniority shall be defined as the last date of hire of as a Hall Monitor, Upon completion of their probationary period, new employees shall be added to this list,

4.1 Layoff shall be defined as an indefinite termination of services due to lack of work, or involuntary reduction of work hours. Layoffs shall take effect with the least senior employee being laid off first.

- 4.2 Employees subject to layoff as defined above shall be recalled in the reverse order. Recall rights are limited to one (1) year.

ARTICLE V
TRANSFERS

- 5.0 All vacancies and new positions shall be posted via email to all employees for a period of five (5) working days, prior to any action taken by the Board of Education to fill such vacancies and/or new positions- Qualified employees will receive first consideration over outside applicants. If the senior employee successfully bids for the vacancy or new position, the five (5) working day posting shall be waived, Employees wishing to fill such vacancies or new positions must submit a bid sheet to Human Resources, the Union President and the contact person(s). Employees expressing a desire to fill the vacancy or new position and were not selected for such assignment, in accordance with the provisions of this Agreement, may appeal the action through the grievance procedure.
- 5.1 The Union President shall receive in writing the name of the person appointed to the vacancy no later than five (5) days after such appointment.
- 5.2 All vacancies which are determined to be filled shall be filled within a reasonable period of time from the date of an employee vacating a position or of the establishment of a new position.
- 5.3 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 nature of some positions, by mutual agreement, the Board may extend the probationary period of an employee for an additional thirty (30) days upon notification in writing to the employee and the Union. Any further extension beyond ninety (90) days shall be with the approval of the Union.

ARTICLE VI
LEAVES OF ABSENCE

- 6.0 Each employee shall have added to their sick leave account at current base pay ten (10) working days. The accumulation of unused sick leave shall be limited to one hundred eighty (180) days. Each employee shall be entitled to use such sick leave with full pay as has accrued to his/her credit. Doctor and dentist visits are charged to sick leave. Sick leave will be charged as actual time used. An employee may donate sick time to another employee who has exhausted his/her paid sick leave.
- 6.1 In the event of five (5) consecutive working days or longer of absence due to illness, the

Superintendent or his/her designee may request the filing of a doctor's certificate. The Board shall comply with all Family Medical Leave Act (F.M.L.A.) requirements. The Superintendent or his/her designee may, if he/she has reasonable cause to believe that there is an abuse of sick leave policy, require an examination by an independent physician, such examination to be at the Board's expense.

6.2 Leaves of absence with pay and not chargeable against the employee's sick leave allowance shall be granted to a total maximum of eight (8) days per school year. Leaves of absence with pay shall be charged in full hourly increments. 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 five (5) days per school year for critical 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.
2. A maximum of three (3) for the reasons below:
 - a. Pressing personal business that cannot reasonably be conducted outside the school hours.
 - b. Court appearances when subpoenaed as a witness to the extent not otherwise reimbursed,
 - c. Performance of religious obligations.

All request to be absent forms must indicate a reason for absence.

In rare situations a staff member may be in need of a personal day for a purpose so sensitive that he/she is unable to share details with administration. Based upon this employee's work history, the principal/supervisor shall have the authority to grant the day without discussing any specifics of the request. No details need to be stated.

In the event that the employee is reluctant to bring the request to the principal/supervisor, he/she may seek the assistance of the Monitors union. The union may intervene at the building level or Central Office level of administration.

It is expected that this provision will be a rarely used procedure.

The Superintendent and/or his/her designee is the only individual that can grant a personal day before or after a school holiday or vacation.

6.3 Application for personal leave shall be made to the Superintendent of Schools at least twenty four (24) hours prior to the taking of such leave, except in cases of emergency.

- 6.4 In exceptional cases, the Superintendent may grant additional sick or personal leave with pay. Requests for such additional leave shall be in writing and signed by the employee, if possible.
- 6.5 An employee, upon retirement, shall receive, on the basis of his/her current wages, full compensation for any of his/her unused accumulated sick leave up to a maximum of sixty (60) days. In the event of an employee's death, his/her spouse and/or minor children shall receive on the basis of the employee's current wages full compensation for any of the employee's unused accumulated sick leave up to a maximum of sixty (60) days. If the employee has neither a spouse nor minor children, the compensation for the unused sick leave shall be given to the estate of the deceased employee.

For each eligible employee who has reached the age of fifty-five (55) within the 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.

New hires as of June 30, 2004 will not receive this benefit.

- 6.6 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.
- 6.7 A. The Union officials shall be allowed reasonable time off to attend Union conferences and/or conventions. Requests must be made in writing and at least five (5) days in advance.
- B. 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.
- 6.8 A. Leaves of absence without pay may be granted by the Superintendent after the employee has provided twelve (12) months of continuous service to the Board of Education, 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.

The employee shall notify the Superintendent in writing no later than May 1 for a one-year leave or thirty (30) days prior to the leave ending of his/her intention to return. If no written communication is received by the Superintendent, then it is agreed by all parties that the employee has terminated his/her employment with the Board.

- B. An employee will be reinstated from leave of absence without pay, but without any preferred status from his/her prior employment, to any position comparable to the position the employee last held with the Board.
- C. 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. Authorized leaves of absence for one month or less will not be used as a basis of reducing employee's benefits.

6.9 Employees shall be provided with leave for childbearing and childrearing in accordance with applicable state and federal law. An employee may make application for a child rearing leave, which may not exceed the school year in which the child is born and one additional year.

ARTICLE VII
HEALTH INSURANCE & PENSION

7.0 Bargaining unit members who work twenty (20) hours or less per week shall not be allowed to participate in those health insurance benefits granted to other school district employees. Employees shall contribute toward the cost of the health insurance plan they select the percentages listed below.

	OAP 30	OAP 20	HSA
2015/2016	30%	20.5%	14.5%
2016/2017	30%	21%	15%

See Appendix for highlighted changes in copays.

The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided that the overall level of benefits remains substantially comparable to the overall level of benefits in effect immediately preceding any such change.

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

Effective January 1, 2000, basic dental coverage will be implemented; same coverage as basic dental now available to other non-certified Board employees. Employees may purchase dental riders at the employee's expense.

- 7.1 Retirees may purchase health benefits at 100% cost to them at the group rate. At the time that the retiree, or the retiree's spouse, reaches Medicare eligibility age, the individual who has reached that age must leave the Board's current insurance programs and enroll in Medicare. The retiree, or spouse of record at the time of retirement, may additionally choose to enroll in the Board's supplemental Medicare plans and pay 100% of the premiums.
- 7.2 All bargaining unit members working 20 hours or more per week shall participate in the retirement plan for Board employees commensurate with that provided for Town employees. The minimum retirement age must be in compliance with the Town of Manchester pension ordinance. Employees working under this contract do not fall under the Rule of 80. All Employees must provide sixty (60) days written notice to Human Resources for retirement purposes.

Effective July 1, 2015, all new hires will participate in the Town of Manchester Defined Contribution Plan.

- 7.3 The Board shall provide ten thousand dollars (\$10,000) basic life insurance coverage and supplemental life insurance in the amount of forty thousand dollars (\$40,000), the cost of said supplemental coverage to be borne by the employee.

ARTICLE VIII **DISCIPLINARY PROCEDURE**

- 8.0 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,
- 8.1 Disciplinary actions may include (a) a verbal warning, (b) written warning, (c) suspension without pay for a period not to exceed five (5) days, (d) discharge and shall follow this order, The Superintendent reserves the right to deviate from the above procedure in extreme cases.
- 8.2 All disciplinary acts must be for just cause. Whenever any such action is taken, the Superintendent shall, at that time, furnish the employee and the President and Bargaining Unit VP of the Union, in writing, a statement of the reasons for such specific action being taken.
- 8.3 Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure.

- 8.4 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 the public.

ARTICLE IX
UNION RIGHTS

- 9.0 The Board agrees to deduct from the pay of all its employees, so authorize such deductions from their wages, such membership dues as may be fixed by the Union, The proper deduction will be made each pay period from the employees~ wages and forwarded to AFSCME, Council 4 monthly. Such deductions shall continue for the duration of this Agreement or any extension thereof, If for any reason a deduction was not made, a sufficient amount will be deducted in the first pay period in which the employee has sufficient funds due him/her to bring his/her deductions up-to-date.
- 9.1 The dues so deducted and forwarded monthly to the Union shall be accompanied by a list of the names of all employees from whose wages such deductions have been made and the amount deducted from each individual employee. The Board will furnish the Union Secretary with the name, address and work location of new employee. The Board will furnish the Union Secretary with the name, address and work location of new employees within ten (10) days of their date of hire.
- 9.2 The Board will provide each employee with a copy of this Agreement within thirty (30) days after it's signing. New employees will be provided a copy of this Agreement at the time of hire.
- 9.3 All employees in the bargaining unit shall, within thirty (30) days of the signing of this Agreement or upon completion of thirty (30) calendar days of employment if a new hire, become and remain members of the Union in good standing in accordance with the Constitution and Bylaws of the Union during the term of this Agreement or any extension thereof as a condition of employment.
- 9.4 The Union agrees to indemnify and save harmless the Board for any sums which the Board is required to pay as the result of a claim that the sums of money herein referred to have been illegally deducted, or for any liabilities which may arise from the Board's having complied with or enforced this provision.
- 9.5 AFSCME, Council 4 shall certify to the Board the amount to be deducted each pay period from the wages of such employees. If the amount so certified is to be changed, AFSCME, Council 4 shall provide the Board with written notice of such change thirty (30) days prior to the effective date of such change.
- 9.6 Deductions made during any month shall be remitted to AFSCME, Council 4 no later than the last day of said month.

- 9.7 The Board agrees that there will be no lockout of any employee during the life of this Agreement or any extension thereof. The Union agrees that it will not call, authorize, instigate, sanction or condone any strike, slowdown or stoppage of work during the life of this Agreement or any extension thereof.
- 9.8 The Board shall provide the Union Secretary with copies of all personnel status changes pertaining to the bargaining unit, including permanent changes in work site assignments, terminations, promotions and leaves of absence.
- 9.9 The employer agrees to deduct from the wages of any employee who is a member of the Union a voluntary 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 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. Employees who elect to make PEOPLE contributions must do so in whole dollar amounts.
- 9.10 All employees shall be paid by direct deposit.

**ARTICLE X
LONGEVITY**

- 10.0 Employees shall receive longevity payments **in one lump sum on the first scheduled payday following the appropriate anniversary date of the employee** in recognition of their length of service on the following basis:

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

New hires as of October 23, 2000 will not receive longevity.

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

**ARTICLE XI
GRIEVANCE PROCEDURE**

- 11.0 The Superintendent and the Union Committee from the employees of his/her department shall meet periodically at a time mutually convenient 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.

11.1 A. PURPOSE

The purpose of this procedure is to provide an orderly method for adjusting grievances. Grievances arising out of matters covered by this Agreement and disputes and consultations on any questions arising out of employer-employee relationships will be processed in the following manner:

The further purpose of this procedure is to secure at the lowest possible administrative level an equitable solution to problems which may arise under the specific provisions of this Agreement.

B. DEFINITIONS

1. "Grievance" is defined as a complaint by a member of the bargaining unit or the Union that there has been a violation of a specific provision or provisions of this Agreement to the detriment of the member involved or the Union collectively.
2. "Aggrieved person" is defined as the person bringing the complaint.
3. The term "days" is defined as work days.
4. If an aggrieved person does not file a written grievance within thirty (30) days after the act or occurrence giving rise to the grievance, the grievance shall be deemed waived.

C. PROCEDURE

Step 1 - The aggrieved employee and/or his/her Union Steward shall take up the grievance or dispute with the employee's immediate supervisor. The townwide supervisor shall adjust the matter at once, or notify the employee and his/her Steward of his/her decision in writing within three (3) days from the day the matter is presented.

Step 2 - If the matter has not been settled, it may be presented in writing, by the Steward and/or the President and Bargaining Unit VP 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 of the Union, Bargaining Unit VP and the Council #4 Representative of his/her decision in writing, within five (5) 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) working days from the date of the Superintendent's decision. The Board of Education will hear the grievance within fifteen (15) working days after receiving the written grievance and will render a written decision within ten (10) working days. In any and all hearings before the Board of Education, a Union representative may be present,

Step 4 - If the matter is still unsettled, the Union may submit the matter to arbitration by the State Board of Arbitration. The decision of the Arbitrator(s) shall be final.

D. MISCELLANEOUS

1. The Board and the Union agree that grievance proceedings should be kept as informal and confidential as possible.
 2. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and the Administration until such grievance and the effect thereof shall have been determined.
 3. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved person to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved person of the decision rendered and such decision shall thereafter be binding upon all parties.
- 11.2 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, to conduct such business.
- 11.3 The services of the Council #4 Representative shall be available to the union on any step of the grievance procedure.
- 11.4 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.

ARTICLE XII
SAVINGS CLAUSE

Should any Article, section, or part thereof, of this agreement be held unlawful and unenforceable by 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 issuance of such a decision, the parties agree to immediately negotiate concerning a substitute for the invalidated Article, section, or portion thereof.

ARTICLE XIII
SCOPE OF AGREEMENT

This Agreement contains the full and complete agreement between the Board and the Union on all issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether or not it is covered by this Agreement.

All past practices, agreements, and understandings reached between the parties prior to this Agreement are void and of no force and effect unless specifically incorporated herein.

ARTICLE XIV
UNIFORMS

14.0 The Board and the Union agree that the student performance, achievement, and preparation for lifetime success are positively affected by the professional appearance of the Board's staff. The Board and the Union further agree that employees should wear clothing that demonstrates their high regard for education and presents an image consistent with their job responsibilities. Therefore, the Board and the Union agree that during the work day and anytime employees attend work-related activities or functions (for example, meetings or conferences with parents, school plays or concerts, student competitions, or other professional conferences), employees shall appear in professionally appropriate attire.

1. Dress should reflect the professional position of the employee, and employees should not dress in ways that would reduce their professional standing or diminish their professional stature as exemplars and role models.
2. Attire should be worn that is commonly accepted as appropriate for the professional community. Employees are not permitted to wear any clothing, paraphernalia, grooming, jewelry, accessories or body adornments that are not professional appropriate. Such inappropriate items include the following:
 - denim jeans (blue):
 - torn, dirty or wrinkled clothing:

- flip-flops or any other footwear that is a safety hazard:
 - t-shirts:
 - shorts:
 - unduly revealing clothing:
 - sweatshirts, sweat pants, or sweat suits:
 - any other clothing deemed inappropriate by the school principal.
3. Exceptions to the above may be permitted with prior approval of the school principal. For example, exceptions for blue denim jeans may be made for dress-down days.

ARTICLE
DURATION

This Agreement shall be effective as of May 28, 2015, and shall remain in full force and effect until the 30th of June, 2017. The parties agree to reopen negotiations prior to the expiration of this Agreement in accordance with the provisions of the Municipal Employees Relations Act.

IN WITNESS WHEREOF, the parties hereto have set their hands this 15th day of

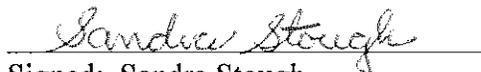
July, 2015.

FOR THE MANCHESTER BOARD OF EDUCATION

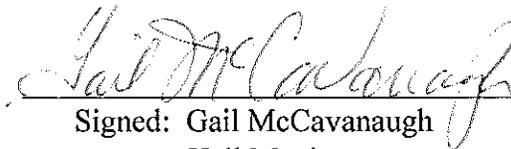


Signed: Patricia F. Brooks
Assistant Superintendent.
Finance and Management

FOR LOCAL 991 OF COUNCIL #4, AMERICAN FEDERATION OF STATE, COUNTY,
MUNICIPAL EMPLOYEES, AFL-CIO



Signed: Sandra Stough
President, Local #991, Hall Monitors



Signed: Gail McCavanaugh
Hall Monitor

APPENDIX A

**HALL MONITORS
HOURLY RATES**

1-Jul-14	1-Jul-15	1-Jul-16
2%	2%	2%
\$17.63	\$17.98	\$18.34

"In-Network" Summary of Benefits	OAP \$20 Copay Plan (Hall Monitors)	OAP \$30 Copay Plan (Hall Monitors)
	Open Access Plus Network	Open Access Plus Network
Preventive Services Coverage	No charge Covered in Full	No charge Covered in Full
Primary Care / Specialist	\$20 co-pay / \$20 co-pay	\$30 co-pay / \$30 co-pay
Inpatient / Outpatient Hospital	\$200 per admission / \$100 per visit	\$400 per admission / \$200 per visit
Emergency / Urgent Care (Co-pay waived if admitted)	\$75 per visit / \$50 per visit	\$75 per visit / \$75 per visit
Diagnostic Test (x-ray, blood work) Imaging (CT/PET Scans, MRIs)	No charge	No charge
Eye Exam	\$20 co-pay (one exam every 2 calendar years)	\$30 co-pay (one exam every 2 Calendar years)
"Out-of-Network" Summary of Benefits		
Annual Deductible – Individual/Family	\$200 / \$500	\$250 / \$750
Medical Coinsurance - After deductible is met	80% / 20%	80% / 20%
Out-of-Pocket Maximum – Individual/Family	\$1,200 / \$2,500	\$1,250 / \$2,750
Eye Exam	\$20 co-pay (one exam every 2 calendar years)	\$30 co-pay (one exam every 2 calendar years)