

**AGREEMENT  
BETWEEN  
THE MANCHESTER BOARD OF EDUCATION  
AND  
AFSCME COUNCIL 4  
LOCAL 818-49  
MANCHESTER BOARD OF EDUCATION  
BUILDING AND GROUNDS SUPERVISORS  
COVERING THE PERIOD  
JULY 1, 2021 THROUGH JUNE 30, 2025**

## TABLE OF CONTENTS

<b><u>ARTICLE</u></b>		<b><u>PAGE</u></b>
<b>1</b>	<b>Recognition</b>	<b>1</b>
<b>2</b>	<b>Hours of Work</b>	<b>1</b>
<b>3</b>	<b>Wages</b>	<b>2</b>
<b>4</b>	<b>Seniority, Probation, Promotions, Transfers</b>	<b>2</b>
<b>5</b>	<b>Leave Provisions</b>	<b>4</b>
<b>6</b>	<b>Holidays</b>	<b>8</b>
<b>7</b>	<b>Vacations</b>	<b>9</b>
<b>8</b>	<b>Insurance and Pension</b>	<b>10</b>
<b>9</b>	<b>Safety &amp; Health</b>	<b>13</b>
<b>10</b>	<b>Disciplinary Procedure</b>	<b>14</b>
<b>11</b>	<b>Union Dues</b>	<b>15</b>
<b>12</b>	<b>Management Rights</b>	<b>15</b>
<b>13</b>	<b>Savings Clause</b>	<b>16</b>
<b>14</b>	<b>Grievance Procedure</b>	<b>16</b>
<b>15</b>	<b>General Provisions</b>	<b>18</b>
<b>16</b>	<b>Wearing Apparel/Replacement</b>	<b>20</b>
<b>17</b>	<b>Education Reimbursement</b>	<b>20</b>
<b>18</b>	<b>Duration</b>	<b>20</b>
	<b>Appendix I (Salaries)</b>	<b>21</b>
	<b>Appendix II (Insurance Grid)</b>	<b>22</b>

**WORKING AGREEMENT  
BETWEEN  
THE MANCHESTER BOARD OF EDUCATION  
AND  
AFSCME COUNCIL 4, LOCAL 818-49**

This Agreement is entered into by and between the Manchester Board of Education, hereinafter referred to as the “Board,” and AFSCME Council 4 Local 818-49, hereinafter referred to as the “Union.”

**ARTICLE 1  
RECOGNITION**

Section 1.0 The Board, acting through its Superintendent of Schools, recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours of employment, working conditions, grievances, and other conditions of employment for all Buildings and Grounds Supervisors and the Maintenance Technician Supervisor employed by the Manchester Board of Education, as more fully described in the certification in Case No. ME-18,030, dated June 21, 1996.

Section 1.1 As used in this Agreement, the term “the Board” shall mean the Manchester Board of Education or its designee(s).

Section 1.2 As used in this Agreement, the term “Superintendent” shall mean the Superintendent of Schools or the Superintendent’s designee(s).

Section 1.3 Except as otherwise provided in this Agreement, the term “days” shall mean business days on which the Board’s Central Office is open.

**ARTICLE 2  
HOURS OF WORK**

Section 2.0 The regular work day for employees in the bargaining unit is eight (8) hours per day, excluding a thirty-minute lunch period. The regular work week for employees in the bargaining unit is forty (40) hours per week. However, given the supervisory nature of the positions in this bargaining unit, the parties acknowledge that the professional responsibilities will sometimes extend beyond the regular work day and regular work week.

Section 2.1 Employees are subject to being called in for work outside of their normal work hours based upon emergency and other business necessity. Employees will not be required to remain at work for any minimum number of hours when they are called in and will be permitted to return home when their duties have been completed.

All Buildings and Grounds Supervisors will rotate subject-to-call service on a regular, weekly basis. Subject-to-call service is from Monday at 6:00 a.m. through the following Monday at 6:00 a.m. If a change in rotation is required, it is the responsibility of the employee to work out replacement with notification to the Director of Operations and Athletics. Employees must be within reach at all times and must respond to all calls received during their subject-to-call rotations. Failure to respond during a subject-to-call rotation will subject the employee to disciplinary action.

### **ARTICLE 3**

#### **WAGES**

Section 3.0 Wage scales and job classifications shall be negotiated and made part of this Agreement. A complete list of job descriptions shall be furnished to the Union.

Section 3.1 The Board agrees to cover the employees under the provisions of the Workers' Compensation Laws of Connecticut. Employee will not suffer loss of income if injured or absent because of job-related injury while they are receiving Workers' Compensation for up to nine (9) months from the date of the injury. They will continue to receive their regular payroll checks, and in the event that compensation checks are sent directly to them, these checks will be signed over to the Board of Education.

Section 3.2 Employees shall receive longevity payments in recognition of their length of service on the following basis. Prior service as a regular, full-time Board of Education employee shall be included.

<u>YEARS OF SERVICE</u>	<u>AMOUNT ANNUALLY</u>
5 to 10 years	\$300
10 to 15 years	\$400
15 to 20 years	\$600
20 or more years	\$800

Longevity service increments will be paid as a lump sum on the payroll following employee's anniversary of hire. Employees hired on or after July 1, 2011, will not be eligible for longevity payments.

Section 3.3  
All employees shall be paid by direct deposit.

### **ARTICLE 4**

#### **SENIORITY, PROBATION, PROMOTIONS, TRANSFERS**

Section 4.0 Seniority shall commence upon the date that the employee begins as a full-time paid employee of this bargaining unit. The employee's earned seniority shall not be lost

because of absence due to illness, pregnancy, maternity leave, bereavement, jury duty, personal leave, or other authorized leave, or while eligible for recall. Seniority and seniority rights will not be accrued during unpaid leaves of absence or layoff, but such rights will not be lost by the employee because of such leave or, if recalled, because of such layoff.

Section 4.1 An employee's seniority and his employment shall terminate upon any of the following:

1. Resignation
2. Discharge for Just Cause
3. Retirement
4. Death
5. Expiration of Recall Rights

Section 4.2 Seniority will be used to determine vacation preference and layoffs in the event of a reduction in force. An employee whose position has been abolished may assume the position of a less senior employee provided he/she is qualified to perform the duties of that position.

Section 4.3 Probationary Period: Employees shall be considered probationary during their first ninety (90) calendar days of employment, provided the employee works at least sixty (60) days within said probationary period. Otherwise a new probationary period shall commence. During such probationary period, the employee shall not attain seniority rights under this Agreement, and such probationary employee will be subject to discharge by the Board, in its discretion, without access to the Grievance Procedure. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment.

Section 4.4 In the event an employee is recalled within eighteen (18) months of being laid off, the employee's seniority shall be reinstated, except that no credit shall be given for the period of non-employment. An employee on layoff wishing to remain on the recall list shall apply in writing by certified mail to the office of the Superintendent/designee for retention of his/her name on or before June of each year subsequent to his/her layoff. Failure to comply with these recall provisions will signify the termination of all said employee's recall rights. Once the recall period expires, the employee shall have no rights and shall be considered terminated.

Section 4.5

- A. Notice of all bargaining unit vacancies to be filled and new positions shall be electronically mailed on a separate bulletin to employees. The posting shall remain open five (5) work days prior to any action taken by the Board to fill such vacancies and/or new positions. Employees wishing to fill such vacancies or new positions may personally, or through a Union official, submit their written request to the Personnel Office. Employees expressing a desire to fill the vacancy or new position and who were not selected for such assignment, in accordance with the provisions of this Agreement, may appeal the action through the Grievance Procedure.

Qualified Board employees will receive first consideration over applicants outside of Board employment. For internal candidates, the appointment will be made to the applicant determined by the Superintendent or his/her designee to be best qualified on an overall basis to perform the job. If the internal candidates have relatively equal qualifications, seniority shall govern.

- B. Copies of the job posting, a list of persons applying for the job and the name of the person appointed shall be sent to the Union President no later than seven (7) calendar days from appointment, unless there have been no applications submitted.
- C. All vacancies shall be filled within ninety (90) calendar days from the date of an employee vacating a position or of the establishment of a new position. Management and Union shall negotiate salaries and working conditions within the jurisdiction of the Union to the extent required under MERA.

Section 4.6 In the event of a layoff, the Union President shall be notified at least thirty (30) working days in advance of the effective date of the layoff. Notification shall include all details of the proposed layoff and shall allow an opportunity to negotiate the impact of the layoff.

## **ARTICLE 5**

### **LEAVE PROVISIONS**

Section 5.0 Each employee shall have credited to their account sick leave at current base pay of twelve (12) working days during each fiscal year, with a maximum accumulation of one hundred eighty-four (184) days. Each employee shall be entitled to use such sick leave with full pay as has accrued to his/her credit. Each employee shall be notified of his/her accumulated sick leave on each payroll check.

#### Section 5.1

- A. In exceptional cases, the Superintendent or designee may grant additional sick leave with or without pay, provided that the Superintendent's or his designee's decision in one case shall not establish or be claimed as a precedent in any other case(s). Requests for such additional sick leave shall be in writing and be signed by the employee, if possible.
- B. After all sick leave has been exhausted, an expectant employee shall be permitted to use three (3) personal leave days pursuant to FMLA provisions, during or shortly after the pregnancy or adoption.

Section 5.2 Employees hired after June 30, 2001 will receive no pay out of accumulated sick leave upon retirement.

Section 5.3 Each employee shall be granted leave with full pay for the following reasons:

- A. In the event of death in the immediate family of an employee, or the immediate family of his/her spouse, up to three (3) days of leave with pay shall be granted. Immediate family for purposes of this clause is defined as parents, grandparents, spouse, brother, sister, child, stepchild, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any relative who is domiciled in the employee's household.
- B. Each employee shall be granted necessary travel time, with approval of his/her Supervisor, not to exceed in the aggregate a total of three (3) days per contract year to fulfill the obligation of going to, attending, and returning from funerals of persons other than those covered under Section 5.3A.
- C. To attend previously approved professional conferences or take courses of study which will contribute to, or increase the employee's knowledge with regard to betterment of the public service. Such approvals will be granted only where budgetary provisions have been made for the above-mentioned purposes.
- D. Any employee called to jury duty shall be paid the difference between the employee's regular rate of pay and the fee received from serving as a juror. No employee shall receive more compensation than normally would have been received had he not served jury duty. An employee called to jury duty shall furnish the Board with a Notice to Serve immediately upon receipt. The employee shall return to work on the following day he/she is released from jury duty.
- E. A maximum of five (5) personal days per year may be used for the following reasons:
  - 1. For attendance at weddings in the employee's immediate family or immediate circle of friends, with at least 48 hours advance notice and the permission of the employee's supervisor.
  - 2. For attendance at the graduation of someone in the employee's immediate family with at least 48 hours advance notice and the permission of the Superintendent or his/her designee.
  - 3. Any personal emergency reason which cannot be conducted outside working hours.

Section 5.4 Union Leave

- A. One (1) Union official may be designated on behalf of the bargaining unit to process grievances and other labor relations issues, and such member and grievant(s) shall

be granted leave of duty with full pay for a reasonable period while engaged in processing said grievance, at each step of the procedure through arbitration.

- B. One (1) member of the Union may be granted a reasonable leave of absence from duty with pay not to exceed a total of ten (10) days a year to attend conventions or other Union business, but said employee shall not be granted or entitled to reimbursement by the Board for any expenses incurred in travel or otherwise. At least three (3) days written notice shall be required. This leave shall be non-cumulative.
- C. During contract negotiations, the Union shall have the right to have two (2) bargaining unit members of its negotiating committee present for all meetings. When such meetings take place during scheduled work hours, the member shall suffer no loss of pay.

Section 5.5 Leave of absence without pay may be granted by the Superintendent for not longer than one (1) year. Requests for such leave shall be made in writing and shall include a statement of the reasons therefore and of the length of leave requested. Following such leave, the employee shall return to the position held at the time of said leave. Action by the Superintendent with respect to one leave request will neither establish nor be claimed as a precedent or practice for other request. Seniority shall not continue to accrue during any unpaid leave of absence.

#### Section 5.6

- A. No employee shall lose any seniority standing because of any military service including service in the National Guard or organized reserves.
- B. On return from military service, an employee shall be reinstated in his/her former job or one of like rank and pay including any increase granted during his/her absence on military service provided that he/she reports for duty within ninety (90) calendar days of his/her discharge from military service.

Section 5.7 The employee's accumulation of sick leave, upon leaving for military service or leave without pay, shall be retained to his/her credit when he/she returns.

Section 5.8 Any employee who becomes pregnant is requested to notify the administration in writing at least four (4) months prior to the expected date of delivery and shall thereafter provide a doctor's certificate indicating continued fitness for work as often as the school administration may require. Leave shall begin when, in the opinion of her doctor, the employee is no longer physically able to work and will end when, in the opinion of her doctor, the employee is physically able to return 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, leave is not expected to continue more than six (6) to eight (8) 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. The Board of Education will comply with all Family Medical Leave Act (F.M.L.A.) provisions.

An employee absent on pregnancy leave who wishes to return to her same position must so notify the Superintendent or designee in writing, prior to the last scheduled work day. Such employee shall have up to ninety (90) unpaid calendar days from the date of the end of the six (6) to eight (8) weeks disability leave to return to work, which unpaid leave shall constitute child rearing leave. At least one month's written notice of intention to take unpaid child rearing leave must be given to the Superintendent or designee. Maternity/child rearing leave cannot exceed 12 (twelve) weeks. NOTE: Accrued paid vacation time may be credited towards the 90 days.

Section 5.9 During periods of leave without pay, except for military leave and FMLA leave, the employee shall not continue to accrue seniority credit and shall not be credited with time for the purpose of accruing sick leave or vacation leave.

- A. Any Employee who is on a leave of absence without pay shall not be paid for any leave benefits during the period of absence and shall not accumulate vacation time or other leave benefits during the leave period. Any vacation time due an employee at the time of taking a leave of absence without pay may be paid at that time. Authorized leaves of absence for one month or less will not be used as a basis for reducing employees' benefits.

Section 5.10 Accumulated sick time of employees will be listed on the employee's pay check.

Section 5.11 Sick Leave Bank

- A. Each member of the Union shall be permitted to contribute any two (2) days from his/her sick leave accumulation reserve each school year to a "Sick Leave Bank" which shall be established to aid members who suffer prolonged illness and whose sick leave accumulation has been exhausted. The bank shall be built up to a maximum of seventy-five (75) days. No more days shall be added until the bank is depleted to approximately forty (40) days. Then the bank will be built up again using the same process. An employee must be a contributing member for at least one year before being permitted to apply for benefits.
- B. When an employee has exhausted all available sick leave, application for additional sick leave time from the Emergency Sick Leave Bank may be submitted, accompanied by a physician's statement describing the illness and offering a prognosis for a date of return to work.

The Sick Bank Committee may grant up to thirty (30) days from the Emergency Sick Bank.

In determining a grant of sick days, the Committee will consider such criteria as: the employee's statement of illness, the physician or medical professional's

submitted statement(s), employment records, history of the use of sick time, the results of Committee investigations and such additional materials as are available to the Committee.

The Committee has the right to require a second physician's opinion.

C. The following conditions shall apply:

1. Additions to the bank shall be made at the beginning of the school year.
2. A person withdrawing membership in the bank will not be able to withdraw the contributed days.
3. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.
4. Sick leave shall mean the leave a staff member has for that year plus his/her accumulation.

D. The Committee will be composed of two (2) members selected by the Union leadership (one of whom will be the President) and two (2) representatives of the Administration, as designated by the Superintendent.

Decisions of the Committee are final and not subject to arbitration.

The Committee may promulgate further guidelines assuming that such guidelines are in concert with the conditions of the contract and the policies of the Manchester Board of Education.

## **ARTICLE 6** **HOLIDAYS**

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

New Year's Day	Independence Day	Thanksgiving Day
Martin Luther King Day	Labor Day (if schools have been made ready for the opening of school)	Day after Thanksgiving
President's Day	Indigenous People's Day	Christmas Day
Good Friday	Veteran's Day	Floating Holiday
Memorial Day		

The floating holiday shall be scheduled by mutual agreement between the employee and the employee's supervisor.

In the event that school is in session on any of the holidays set forth above, each employee shall be provided with a floating holiday in lieu of that holiday, to be scheduled by mutual agreement between the employee and the employee's supervisor.

#### Section 6.1

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

Section 6.2 Whenever any of these holidays shall occur during the paid vacation of an employee, he/she shall be entitled to that holiday with pay and shall not have a vacation day charged to vacation records.

Section 6.3 Whenever any of these holidays shall occur while an employee is out on paid sick leave, he/she shall be entitled to that holiday with pay and shall not be charged a sick day for that day, provided that a doctor's note verifying the sickness has been presented.

### **ARTICLE 7** **VACATIONS**

Section 7.0 Employees shall be entitled to vacation with full pay on the following basis:

- A. An employee with less than one (1) year of service shall be entitled to one (1) vacation day for each month of service, except that they shall not be entitled to any vacation until after two (2) complete months of service.
- B. Employees who have completed one (1) year of service shall be entitled to a vacation with pay of ten (10) working days annually.
- C. Employees hired prior to July 1, 2017 who are in their fifth (5<sup>th</sup>) year of service shall be entitled to vacation with pay of twenty (20) working days annually. Employees hired on or after July 1, 2017 who have completed five (5) years of service shall be entitled to vacation with pay of fifteen (15) working days annually.
- D. Employees hired on or after July 1, 2017 who have completed ten (10) years of service shall be entitled to vacation with pay of twenty (20) working days annually.

Section 7.1 The employee's anniversary date of employment will be used to determine the amount of vacation time due. Employees must take all vacation time earned or two (2) weeks, whichever is less, during the year following the anniversary date on which it is earned. Any additional earned vacation time may be carried over from one vacation year to the next, up to a maximum accumulation of three (3) weeks.

For the purposes of computing vacation time, the school year (July 1 through June 30) will be used.

Section 7.2

- A. Vacation days may be taken consecutively or otherwise.
- B. Employees shall submit written vacation requests as far in advance of the vacation as possible. Whenever there shall be a conflict in requested vacation dates, preference shall be given to the employees according to their seniority within this bargaining unit. All vacations must be approved in advance by the Director of Operations and Athletics.

Section 7.3 Any additional vacation due an employee the first year after qualifying for such additional vacation may be taken, subject to the provisions of Section 7.0C, any time two (2) months prior to or two (2) months after qualifying.

Section 7.4 An employee, upon retirement after ten (10) years of service with the Board in this bargaining unit, shall be entitled to full pay for any vacation time due him/her including pro-rata time to date of retirement. In the event of an employee's death, such payment shall be made to his/her dependent survivor, beneficiary, or estate if there is no dependent survivor.

**ARTICLE 8**  
**INSURANCE AND PENSION**

Section 8.0

- A. Bargaining unit employees may participate in the following HSA Plan. The HSA Plan shall be the sole plan offered to employees in the bargaining unit.

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/4,000	
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Co-insurance Maximum (individual/aggregate family)	N/A	\$3,000/\$6,000

	In-Network	Out-of-Network
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 employee, the Board will fund fifty percent (50%) of the applicable deductible amount. For each contract year, one-half of the Board's contribution toward the HSA plan deductible will be deposited into the HSA accounts in September, and the remaining one-half of the Board's contribution will be deposited into the HSA accounts in January. The Board's contribution toward the funding of the deductible shall not be deemed an element of the underlying insurance plan. Rather, the Board's contribution toward the funding of the deductible shall relate solely to the manner in which the deductible shall be funded for actively employed buildings and grounds supervisors. The Board shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.

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 health insurance and basic dental coverage:

	Effective July 1, 2021	Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024
HSA	14.0%	15.0%	16.0%	17.0%

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 VIII for the purpose of addressing the impact of the excise tax, or similar if amended. No other provision of the contract shall be reopened during such mid-term negotiations.

- C. The Board shall provide a Full Service Dental Plan, including rider for unmarried children, with Plan same or similar to that provided by Delta Dental, 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 service network offered must be 80% of that currently offered. Dental riders A, B and C will be provided to employees at the group rate, provided the employee pays the full costs of such riders.
- D. The Board reserves the right to change health insurance plans to a plan that is the same or similar to the plans currently provided, with same or similar being defined as the benefits arrangements provided by an alternative health insurance benefit carrier being such that the size of the network offered must be 80% of that currently offered with similar geographic patterns. The following will be excluded in determining whether a plan is similar or not: out-of-state reciprocal arrangements for routine care (non-emergencies), except that at least one plan option shall include such out-of-state reciprocal arrangements; claims processing; payment methods and plan documents definitions and language. The Superintendent shall give notice to the Union of the intention to make a change, simultaneous to his/her receipt of notice from the Town of Manchester but in no event shall the notice be less than 15 days.

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

- E. Life Insurance and an ADD policy in the amount of one hundred thousand dollars (\$100,000).

Section 8.1 Bargaining unit members will be covered by applicable provisions of the Town of Manchester Defined Benefit Pension Plan in accordance with its terms. The percent of contribution is 6.4%. This shall also be inclusive of the combo “rule of 80” (combination of age years and years of service) retirement provisions which will enable employees to retire without reduction and will count as a normal retirement under the plan.

Employees hired on/after July 1, 2011 will only be eligible for the Town of Manchester Defined Contribution Plan. The percent of contribution is 6%.

Section 8.2 Pursuant to Connecticut State Board of Labor Relations decisions, the Union shall be entitled to give notice to the Town to negotiate concerning pension issues.

Section 8.3 Retiree Insurance

- A. Employees hired by the Board on or after July 1, 1998, and who retire under the Town pension plan shall be provided the same health insurance benefits as active employees and shall pay the full cost of these benefits.
- B. In order to receive health insurance benefits after retirement as provided above, the employees must have a minimum of fifteen (15) years of service in the Manchester Public Schools as an employee of the Board prior to their retirement under the Town pension plan. For employees who receive a disability retirement, the minimum years of service provision shall be waived.
- C. When a Supervisor retires under paragraph "A" above and they become eligible for Medicare, they shall be provided the "Medicare supplement plan" for which the retiree must pay 100% of the premium.

Section 8.4 Upon the death of an employee, the Board shall afford the surviving spouse (and any dependent children under the age of 25) the opportunity to purchase insurance at the same rate as active employees through June 30<sup>th</sup> of the fiscal year in which the employee became deceased. Thereafter, the surviving spouse (and any dependent children under the age of 25) will be entitled to benefits under COBRA for the statutory period.

## **ARTICLE 9**

### **SAFETY & HEALTH**

Section 9.0 The President of the Union shall designate an employee to serve on the Board Safety Committee.

Section 9.1 The Board will provide employees who work outside in inclement weather foul weather gear, i.e, rain coats or rain suits, rain hats, boots, gloves, etc., for their care and maintenance. These items are not for personal use.

Section 9.2 The Board shall provide, free of charge to employees, medical injections for the prevention and treatment of contagious diseases such as flu, tetanus, and hepatitis, etc., as may be approved by the Board's medical advisor.

Section 9.3 The Board shall supply safety shoes, or supply a payment therefore, and safety glasses, including prescription glasses when required, for all members of the Bargaining Unit whose duties require them to wear such safety equipment.

Section 9.4 The Board shall furnish each employee, at no cost to the employee, with eleven (11) sets of uniforms provided & maintained by a uniform service. Employees are required to be in a Board provided uniform at all times while on duty during normal working hours.

## **ARTICLE 10**

### **DISCIPLINARY PROCEDURE**

#### Section 10.0

A. All disciplinary actions shall be for just cause.

B. Disciplinary action shall include:

1. A verbal warning;
2. Written warning;
3. Suspension without pay; and
4. Discharge,

and shall normally follow this order. The Superintendent or his/her designee reserves the right to deviate from the above procedure in appropriate cases.

C. Whenever any such action is taken, the Superintendent shall, at the time of suspension or discharge, furnish the President of the Union, in writing, a statement of the reasons for such action and the period of time for which any such suspension is to be effective.

D. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure.

E. Upon the written request of an employee, verbal and/or written warnings issued to the employee shall be cleared after three (3) years, provided that no disciplinary action has been imposed upon the employee during such three-year period.

F. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or in public.

## **ARTICLE 11**

### **UNION DUES**

Section 11.0 The Board agrees to deduct from the pay of all its employees, who voluntarily authorize in writing such deductions from their wages, such membership dues, initiation fees and reinstatement fees as may be fixed by the Union.

Section 11.1 The deduction for any month will be made during each pay period of said month and shall be remitted to the Financial Officer of the Union not later than the last day of said month. The monthly remittances to the Union will be accompanied with a list of names of employees from whose wages such deductions have been made and the amount deducted from each employee.

Section 11.2 During the term of this Agreement, the Board shall furnish the Union upon request with an up-to-date list of bargaining unit employees. When a new employee is hired, the Board shall notify the Union and furnish the Union with the name, date of employment, position and rate of pay of the new employee. When the employment of an employee terminates, the Board shall notify the Union and furnish the name and date of termination of the employee.

## **ARTICLE 12**

### **MANAGEMENT RIGHTS**

Section 12.0 Except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all of the rights, power and authority held by the Board before the negotiating and signing of this contract, and except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility, and prerogative of management of the affairs of the Board and direction of the working force:

- A. To determine the care, maintenance, and operation of equipment and property used for and on 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. However, where such policies, practices, or procedures impact wages, hours or conditions of employment, the Board shall notify the Union and offer to negotiate regarding such changes to the extent required by the MERA.
- C. To establish or discontinue positions, classifications, processes or operations.
- D. To select and to determine the number and types of employees required.

- E. To employ, transfer, promote, or demote employees, or to lay-off, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Board or the Department.
- F. To prescribe and enforce 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 which impact wages, hours or conditions of employment have been furnished to the Union and the Union has been given an opportunity to negotiate such rules and regulations to the extent required by MERA.
- G. To ensure that incidental duties connected with any department operations shall be performed by employees.

### **ARTICLE 13**

#### **SAVINGS CLAUSE**

Section 13.0 Should any Article, Section, or portion 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 the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

### **ARTICLE 14**

#### **GRIEVANCE PROCEDURE**

Section 14.0 The Superintendent or his/her designee and the Union 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.

Section 14.1 The purpose of this procedure is to provide an orderly method for adjusting grievances. Grievances arising out of matters covered by this Agreement and disputes and consultations on 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 within five (5) days from the date the matter is presented. If the grievance is presented in writing at Step 1, the response shall be written.

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 Step 1 response) by the Steward and/or the 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 to review the facts, and notify the employee, the President of the Union, and AFSCME Council 4 of his decision in writing, within ten (10) days after the date of the meeting.

Step 3 – If the matter is still unsettled, the parties may present the grievance in writing (such presentation must be made within fifteen (15) days of receipt of the Step 2 response) to the Board of Education. Each party reserves the right, however, to waive this step of the grievance procedure and proceed to Arbitration. The Board of Education or designated committee of the Board of Education shall review the grievance within thirty (30) days after its submission to the Board, and shall afford the parties an opportunity to present their positions on the grievance. The Board of Education or its designated committee, as the case may be, shall issue a decision concerning the grievance in writing within ten (10) days after the date it was presented to the Board of Education.

#### Arbitration

1. If the union is not satisfied with the decision of the Board at Step 3 and the union wishes to proceed to arbitration, a written notice of the union's intention to submit the grievance to arbitration must be submitted to the Superintendent within twenty (20) days after the Step Three decision has been rendered.
2. The Board shall have the option to select either the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association to hear the grievance. If the Board wishes to select the American Arbitration Association to hear the grievance, it shall so notify the Union, in writing, within ten (10) days of receipt of the Union's written notice of intent to proceed to arbitration. In the event that the Board does not so notify the Union within such time period, the Board shall thereby waive its right to select the American Arbitration Association to hear the grievance. Not later than ten (10) days after receipt of notice from the Board designating its selection of an arbitration agency, or, in the event no such notice is received, within ten (10) days after the period for providing such notice has expired, the Union shall file for arbitration with the appropriate arbitration agency, with a copy to the Superintendent of Schools or his/her designee.
3. The parties shall share the SBMA arbitration filing fee equally. In the event that a grievance is processed to arbitration through the American Arbitration Association, the Board shall pay the filing fees and the arbitrator's per diem fees.

4. Arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration Association or State Board Mediation and Arbitration, as applicable. The arbitrator shall have no authority to add to, delete from or otherwise modify any portion of this Agreement. The decision of the Arbitrator(s) shall be final, except as otherwise provided by law.

Section 14.2 Failure of the employee, the Board 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 circumstance 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.

Section 14.3 No grievance may be filed more than twenty (20) days after the employee knew or should have known of the event giving rise to the grievance.

## **ARTICLE 15** **GENERAL PROVISIONS**

Section 15.0 Employees are allowed a meal allowance of ten dollars (\$10.00) when required by the Board to work at least three (3) hours beyond their normal quitting time.

Section 15.1 It is understood that the supervisors shall continue to serve under the direction of the Superintendent of Schools or his/her designee(s) and in accordance with Board and administrative policies, rules and regulations, provided that the provisions of this agreement shall supersede and prevail over any conflicting provisions.

### Section 15.2

- A. Board may require evidence that medical attention was obtained by employees who are absent for five (5) or more consecutive work days or who exhibit a pattern of habitual absenteeism. Employees should be prepared to present such medical documentation. The Board of Education may require an employee to undergo a physical examination at Board expense.
- B. The Board of Education will require newly hired employees to undergo a physical examination prior to or at a time of initial employment.

Section 15.3 There shall be no alteration, variation or amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties. Any agreement must be approved by the Union membership and the Board of Education in order to become effective.

Section 15.4 If there is any previously adopted policy, rule, or regulation of the Board which is in conflict with any provision of the Agreement, said Agreement provision shall prevail during the term of this Agreement.

Section 15.5 The Union's business representative shall be permitted to visit specific job sites where bargaining unit members are employed. Notice is first given to the Superintendent or his/her designee, and such visits are to be at normal business hours and not interfere with the operation of the department.

Section 15.6 Any employee who is required by law or the Board to attend any training or conferences shall be reimbursed for enrollment fees, meals (where applicable), travel, and lodging (where applicable) in accordance with current Board policy.

Section 15.7 Credit Union payroll deductions shall be made for those employees who desire to be members of an available Credit Union.

Section 15.8 At least one (1) bulletin board or space on a bulletin board shall be placed, in an accessible place for the use of the Union for the posting of official Union notices or announcements.

Section 15.9 The Board will provide each employee with a copy of this Agreement within thirty (30) days after the date of the signing of this Agreement. New employees will be provided with a copy of this Agreement at the time of hire.

Section 15.10 All members of this bargaining unit who supervise one or more employees shall be provided with training concerning supervisory responsibilities and human rights and opportunities law.

Section 15.11 Any complaint made against a supervisor or person from whom he is administratively responsible for, shall promptly be called to the attention of the supervisor. No unsubstantiated complaint shall be placed in the employee's file. Employees shall be given copies of any complaint.

Section 15.12 Bargaining unit work should be performed by members of the unit.

Section 15.13 Evaluations: Employees of the bargaining unit shall be subject to annual evaluations.

Section 15.14 Vehicle Usage:

- A. The Union acknowledges the Board's right to require Buildings and Grounds Supervisors to drive Board vehicles to and from work, based on their roles as emergency responders. The Board's provision of such vehicles shall be subject to all applicable IRS rules, including compliance with the applicable IRS rules regarding imputed income to such employees. In accordance with IRS rules, such vehicles shall not be used for personal use.

- B. Any employee who is required to use his/her personal automobile (excluding the employee's commute to and from work) will be reimbursed at the applicable IRS rate.

**ARTICLE 16**  
**WEARING APPAREL/REPLACEMENT**

**Section 16.0** The Board will pay for glasses broken or damaged on the job due to job conditions and not due to the employee's negligence.

**Section 16.1** The Board of Education shall replace or reimburse the employee for personal items damaged or lost in the course of employment. The sum of such claims for the bargaining unit shall not exceed \$2,000 annually.

**ARTICLE 17**  
**EDUCATION REIMBURSEMENT**

**Section 17.0** The Board of Education will reimburse employees for 85% of the tuition and lab fees for courses taken to enhance job skills, provided that the employee earns a passing grade. These courses must have prior administrative approval and be limited to one (1) per semester.

**ARTICLE 18**  
**DURATION**

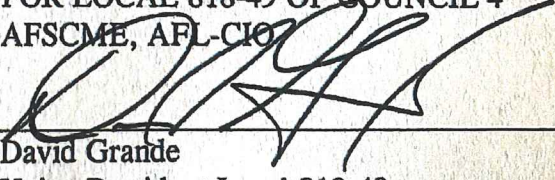
**Section 18.0** This agreement shall become effective on July 1, 2021 and shall remain in effect through the 30<sup>th</sup> day of June, 2025. The parties shall provide notice to re-negotiate the terms of this Agreement pursuant to the Municipal Employee Relations Act (MERA).

IN WITNESS WHEREOF, the parties hereto have set their hands this 24<sup>th</sup> day of August, 2021.

FOR MANCHESTER  
BOARD OF EDUCATION

  
Matthew Geary  
Superintendent of Schools

FOR LOCAL 818-49 OF COUNCIL 4  
AFSCME, AFL-CIO

  
David Grande  
Union President Local 818-49

  
Tricia Santos  
Council 4 AFSCME

APPENDIX I  
SALARIES

<u>Position</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
Buildings and Grounds Supervisor	\$105,458	\$106,513	\$108,111	\$109,733
Maintenance Technician Supervisor	\$105,458	\$106,513	\$108,111	\$109,733

Employees hired after the signing of this contract into any one of the bargaining unit positions will receive the stated salary, less six percent (6%), for the probationary period. At the end of the probationary period, the employee will receive the stated salary, less five percent (5%), until the completion of one-year of service. Upon completion of one-year of service, the employee will receive the stated salary.