

AGREEMENT

BETWEEN

THE MANCHESTER BOARD OF EDUCATION

AND

CALV

(CONNECTICUT ASSOCIATION OF LABOR UNIONS)

HALL MONITORS, SECURITY GUARDS, LEAD SECURITY GUARDS, BEHAVIOR
TECHNICIANS, LEAD BEHAVIOR TECHNICIANS, TIERED INTERVENTIONISTS
& NOON AIDES

COVERING THE PERIOD

JULY 1, 2020

TO

JUNE 30, 2026

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	1
ARTICLE II	MANAGEMENT RIGHTS	1
ARTICLE III	HOURS OF WORK, WAGES AND HOLIDAY PAY	2
ARTICLE IV	SENIORITY, LAYOFF AND RECALL.....	4
ARTICLE V	TRANSFERS.....	5
ARTICLE VI	LEAVES OF ABSENCE	6
ARTICLE VII	HEALTH INSURANCE & PENSION	9
ARTICLE VIII	DISCIPLINARY PROCEDURE	11
ARTICLE IX	UNION RIGHTS	12
ARTICLE X	GRIEVANCE PROCEDURE	13
ARTICLE XI	SAVINGS CLAUSE	15
ARTICLE XII	SCOPE OF AGREEMENT.	15
ARTICLE XIII	DRESS CODE AND UNIFORMS	16
ARTICLE XIV	TUITION REIMBURSEMENT.....	16
ARTICLE XV	DURATION.....	17
APPENDIX A	HOURLY RATES	18
APPENDIX B	SENIORITY LIST	29

This Agreement is entered into by and between the Manchester Board of Education (hereinafter referred to as the "Board") and the Connecticut Association of Labor Unions (CALU) (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 Hall Monitors, Security Guards, Lead Security Guards, Behavior Technicians, Lead Behavior Technicians and Tiered Interventionists working 20 hours or more per week, and all Noon Aides, excluding the Supervisor of Security and all others excluded by the Municipal Employee Relations Act.
- 1.1 As used in this Agreement, the term "employee" shall mean an individual employed in any position within this bargaining unit.
- 1.2 As used in this Agreement, the term "Superintendent" shall mean "the Superintendent or the Superintendent's designee."
- 1.3 As used in this Agreement, the term "the Board" shall mean the Manchester Board of Education or its designee(s).
- 1.4 Except as otherwise provided in this Agreement, the term "days" shall mean business days on which the Board's Central Office is open.

ARTICLE II **MANAGEMENT RIGHTS**

- 2.0 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. 10-220 and the following:
 - 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 discontinue processes or operations or to discontinue their performance by employees.
- D. 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.
- E. To employ, transfer, promote or demote employees, or to lay off, furlough, terminate 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.
- F. 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.
- G. To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rates.
- H. To determine the work year, work day and work schedules for employees.

ARTICLE III
HOURS OF WORK, WAGES AND HOLIDAY PAY

3.0 Hourly wages will be in accordance with Appendix A.

For the 2021-22 contract year, the number of paid holidays (and the specific holidays) for each employee shall remain at the same number of paid holidays as currently in effect for that employee, except that any employee not eligible for any paid holidays during 2021-22 shall be eligible for one (1) paid holiday (Memorial Day) for the period between ratification/approval of the contract and June 30, 2022 (in addition to Juneteenth if the employee is eligible for a paid holiday for Juneteenth in accordance with this section).

Effective July 1, 2022, any employee with fewer than ten (10) paid holidays per year will receive two (2) additional paid holidays (Labor Day and Indigenous Peoples Day), subject to a maximum of ten (10) total paid holidays per year.

Effective July 1, 2023, any employee with fewer than ten (10) paid holidays per year will receive three (3) additional paid holidays (Veterans Day, Thanksgiving Day and Christmas Day), subject to a maximum of ten (10) total paid holidays per year.

Effective July 1, 2024, any employee with fewer than ten (10) paid holidays per year will

receive two (2) additional paid holidays (New Year's Day and Martin Luther King Day), subject to a maximum of ten (10) total paid holidays per year.

Effective July 1, 2025, any employee with fewer than ten (10) paid holidays per year will receive two (2) additional paid holidays (Presidents Day and Good Friday), subject to a maximum of ten (10) total paid holidays per year.

NOON AIDES:

All Noon Aides shall receive three (3) paid holidays in 2023-2024; six (6) paid holidays in 2024-2025; nine (9) paid holidays in 2025-2026; and effective June 30, 2026 all noon aides will receive a total of ten (10) holidays.

Juneteenth: In addition to the ten (10) paid holidays set forth above, if an employee is normally scheduled to work on the date designated by the Board for observation of Juneteenth, then Juneteenth will be a paid holiday for the employee, provided that Juneteenth will not be a paid holiday for any employee whose work year has ended prior to the date designated by the Board for observation of Juneteenth.

All Noon Aides shall receive a lump sum one time payment of Seven Hundred and Fifty Dollars (\$750.00), prorated, and only if staff are still employed on the last day of the 2022-23 school year, upon ratification of this agreement.

All Noon Aides shall be placed on the attached salary schedule based on years of experience effective July 1, 2023. There shall be \$.36 between Steps in 2023-2024. There will be a general wage increase of 1.75% in 2024-2025 with step movement, and a general wage increase of 2.0% in 2025-2026 with step movement.

3.1 The Board agrees to cover employees under the provisions of the workers' compensation laws of the State of Connecticut. An employee who wishes to be paid his/her full wages during such time period may do so by using one-quarter (1/4) of a day deducted from the employee's accumulated sick leave for each day of such absence. Under no circumstances shall an employee absent from work under this provision receive total net pay greater than the employee's regular net pay.

3.2 Early School Closings:

When the Superintendent closes schools early and offices remain open, employees can leave fifteen (15) minutes following student dismissal and shall receive their regular pay.

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

3.3 Effective with the 2022-23 contract year, the base work year for bargaining unit employees shall consist of the days in the student school year plus up to three (3) additional days as designated by the Administration for professional development activities, plus paid holidays as set forth in Section 3.0.

In addition to the base work year, the Administration shall have the right to designate additional work days beyond the base work year for certain positions (as determined by the Administration), based on the needs of the district.

In the event that one or more schools are not engaged in in-person instruction for any reason on any day during the school year, the Administration shall have the right to: a) assign bargaining unit employees to work on-site or remotely in order to perform their responsibilities; and/or b) reschedule bargaining unit employees to make up such days on other days during the contract year.

- 3.4 Effective with the 2022-23 contract year, the work day for full-time bargaining unit employees shall be 8.0 hours, including a 30-minute unpaid lunch (7.5 paid hours per day). (Notwithstanding the foregoing, the two employees who have an 8.0-hour work day as of February 17, 2022 will remain at 8.0 paid hours per day). Effective with the 23-24 school year, Noon Aides shall work no more than 5.75 hours per day.
- 3.5 Employees who are assigned to cover a classroom for a teacher who is not present in the classroom for more than thirty (30) minutes shall be paid an additional \$12.50 per hour in addition to their hourly rate.

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 an employee's continuous length of service with the Board of Education from the employee's most recent date of hire in a position that is included in this bargaining unit. 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 within the classification being laid off first. There shall be seven classifications to include:
1. Hall Monitors
 2. Security Guards
 3. Lead Security Guard
 4. Behavior Technicians
 5. Lead Behavior Technician
 6. Tiered Interventionists
 7. Noon Aides

Attached as Appendix B is a current Seniority List for all the classifications to be used as the basis of the bargaining unit. Following ratification of this Agreement, seniority for new hires shall be based on date of hire into a position in this bargaining unit.

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

ARTICLE V **TRANSFERS**

- 5.0 Employees are assigned by the Superintendent of Schools/designee, based on the best educational interests of students, as determined by the Superintendent/designee.
- 5.1 Every reasonable effort will be made to notify each employee in writing by August 1st of his/her assignment for the next school year. Such assignments shall be subject to change depending upon enrollments and based on the best educational interests of students, as determined by the Superintendent/designee.
- 5.2 In order to request a change of assignment for the following school year, an employee must file a written request for a change of assignment, stating the reasons for such reassignment, with the Superintendent of Schools/designee not later than May 15.
- 5.3 Employees may be reassigned by the Superintendent/designee during the course of the school year as may be necessary in order to best serve the educational interests of students. If such a reassignment during the school year is necessary, the Superintendent/designee shall first seek volunteers for the reassignment, and shall first consider any such volunteers for the reassignment. However, the Superintendent/designee shall have the right to make the final determination as to which employee will be reassigned, including the need to make an involuntary reassignment if necessary in order to serve the best educational interests of students. The Superintendent/designee shall consider seniority as a factor in making such determinations. However, in all cases, the Superintendent/designee shall make the final determination based on the best educational interests of students.
- Prior to any reassignment of an employee during the school year, the Superintendent/designee shall meet with the affected employee and a Union representative in order to explain the reasons for the reassignment. Wherever practicable, the Superintendent/designee shall provide at least two (2) weeks' notice prior to the effective date of any such reassignment.
- 5.4 All vacancies and new positions shall be posted via email to all employees for a period of five (5) days, prior to any action taken by the Board of Education to fill such vacancies and/or new positions. Qualified employees will receive first consideration over outside applicants. Employees wishing to fill such vacancies or new positions must submit an application 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.
- 5.5 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.

- 5.6 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.
- 5.7 New employees shall serve a probationary period of sixty (60) working days. When an employee is retained in a vacancy or new position for a period of sixty (60) working 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 (if applicable). 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) working days upon notification in writing to the employee and the Union. Any further extension beyond ninety (90) working 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. Except as otherwise provided below, the accumulation of unused sick leave shall be limited to sixty-five (65) days. Notwithstanding the foregoing, any employee who has accumulated sick leave days in excess of sixty-five (65) days as of December 1, 2021 shall be permitted to retain those days, but shall not be permitted to accumulate days in excess of the number he or she has as of December 1, 2021. If such employee's accumulated sick leave subsequently falls below sixty-five (65) days, the 65-day limitation on accumulation shall thereafter apply to that employee. Sick leave days used by an employee in any contract year shall first be charged to the employee's 10-day sick leave allotment for that year, prior to any charge against the employee's accumulated sick leave. Notwithstanding the foregoing, the maximum sick leave accumulation for Hall Monitors who were employed by the Board as of February 17, 2022 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.
- 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 applicable 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 For the 2021-22 contract year, the number of personal leave days shall remain at the same number of such days currently in effect for that employee.

Leaves of absence with pay and not chargeable against the employee's sick leave allowance shall be granted as set forth below. 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:

- A. Effective upon ratification/approval of the July 1, 2020 through 2026 contract, 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.
- B. A maximum of three (3) for the reasons below:
 - 1. Pressing personal business that cannot reasonably be conducted outside the school hours.
 - 2. Court appearances when subpoenaed as a witness to the extent not otherwise reimbursed,
 - 3. Performance of religious obligations.

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 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.

Noon Aides shall receive a maximum of one (1) personal day for the reasons listed in Section 6.2(B) in the years 2023-2024; 2024-2025; and 2025-2026. Effective June 30 2026, all of Article VI shall apply to Noon Aides.

- 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 The benefits set forth in this section shall apply only to hall monitors. 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 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 employees who work thirty (30) or more hours per week may participate in the following insurance plan: High Deductible/RSA Health Plan ("HSA Plan"). Noon Aides who are regularly scheduled to work less than thirty (30) hours per week have access to the following health insurance plan by paying 100% of the premium cost with no dependent coverage, with no contribution by the Board to the HSA deductible.

The HSA Plan will include the elements set forth below. 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)	<i>\$2,000/4,000</i>	
Co-insurance	<i>N/A</i>	20% after deductible up to co-insurance maximum
Co-insurance Maximum (individual/aQ:2:regate family)	<i>N/A</i>	\$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 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 individuals. 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	Effective July 1, 2025
16.0%	16.5%	17.5%	18.0%	19.0%

*Notwithstanding the foregoing, the increase in premium contribution percentage from 15% to 16% for Hall Monitors shall not be applied retroactively to July 1, 2021, and shall instead become effective upon ratification/approval of the July 1, 2020 through June 30, 2026 contract.

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.

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 The provisions set forth in this section address eligibility for and participation in the Town of Manchester retirement plans for hall monitors only. 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.

- 7.2 Effective as soon as practicable upon ratification of the 2020-26 collective bargaining agreement, the Board shall provide twenty thousand dollars (\$20,000) 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 The provisions of this Article shall not apply to probationary employees. During an employee's probationary period, the Board shall have the right to discipline or discharge an employee, and the employee shall have no recourse to the grievance procedure.
- 8.1 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.
- 8.2 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 normally follow this order. The Superintendent reserves the right to deviate from the above procedure in suitable cases.
- 8.3 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.
- 8.4 Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure.
- 8.5 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 Union members who voluntarily authorize in writing 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 CALU twice per month (September through June). 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 twice per month 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 employees within ten (10) days of their date of hire.
- 9.2 The Board will provide each employee with access to this Agreement within thirty (30) days after its signing. New employees will be provided with access to this Agreement at the time of hire.
- 9.3 All employees in the bargaining unit may, 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.
- 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 CALU 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, CALU shall provide the Board with written notice of such change thirty (30) days prior to the effective date of such change.
- 9.6 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.
- 9.7 The Board shall provide the Union Secretary with notification of all personnel status changes pertaining to the bargaining unit, including permanent changes in work site assignments, terminations, promotions and leaves of absence.
- 9.8 All employees shall be paid by direct deposit.
- 9.9 The Union shall be entitled to hold an orientation session with all newly hired employees. This orientation session shall be for the purpose of introducing and orienting the new employee to their Union and contractual rights. The orientation will be held within 30 days of an employee's date of hire. It shall be held during working hours at a time agreed to by the employee's supervisor. Such orientation shall not exceed one hour in duration.

ARTICLE X
GRIEVANCE PROCEDURE

10.0 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.

10.1 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. If an aggrieved person does not file a written grievance within twenty (20) 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 the Union shall take up the grievance or dispute with the employee's immediate supervisor. The supervisor shall adjust the matter at once, or notify the employee and the Union 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 Union to the Superintendent. The Superintendent/designee shall, within ten (10) days from the date the matter is submitted to him/her, arrange a meeting with all those concerned present, to review the facts and shall adjust the matter at once or notify the employee, the President of the Union, and the CALU 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 ten (10) days from the date of the Superintendent's decision of the Superintendent/designee. The Board of Education will hear the grievance within fifteen (15) days after receiving the written grievance and will render a written decision within ten (10) days. 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 Mediation and Arbitration, by filing a request for arbitration, with a simultaneous copy to the Superintendent of Schools, within ten (10) days from the date of the Board of Education's Step 3 decision. 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 twenty (20) days of the SBMA submission. If such removal is made all expenses shall be paid by the Board of Education.

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.

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.
- 10.2 Officers 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.
- 10.3 The services of the CALU Representative shall be available to the union on any step of the grievance procedure.
- 10.4 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 XI
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 XII
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 XIII
DRESS CODE AND UNIFORMS

13.0 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):

- tom, 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.

13.1 Each Hall Monitor, Security Guard and Lead Security Guard shall be furnished with at least five (5) shirts to identify the staff as Manchester Board of Education employees.

ARTICLE XI
TUITION
REIMBURSEMENT


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. Such reimbursement shall be subject to applicable IRS rules and regulations. This provision shall not apply to the Noon Aides during the term of this contract.

ARTICLE XV
DURATION

This Agreement shall be effective upon signing and shall remain in full force and effect until the 30th of June, 2026. No provision of this Agreement shall be applied retroactively except as otherwise specified in this Agreement. Wage increases will be applied retroactively to July 1, 2021 for those employees still employed by the Board in a position in this bargaining unit on the dates of ratification/approval of this Agreement.

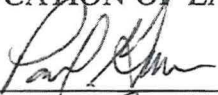
IN WITNESS WHEREOF, the parties hereto have set their hands this 22nd day of April, 2022.

FOR THE MANCHESTER BOARD OF EDUCATION



Signed: Matthew Geary
Superintendent of Schools

FOR CALU (CONNECTICUT ASSOCIATION OF
EDUCATION OF LABOR UNIONS)



Signed: Paul Garcia - CALU
President

FOR CALU (CONNECTICUT ASSOCIATION OF
EDUCATION OF LABOR UNIONS)

Signed: Marlene Rivera
Noon Aides

Date: October 11, 2023

APPENDIX A

Effective and retroactive to July 1, 2021 employees shall be placed on the wage schedule set forth below in accordance with the parties' signed tentative agreement.

At the time of hire, the Superintendent/designee shall place any new employee on the proper step on the wage schedule in accordance with the employee's qualifications and experience, as determined by the Superintendent/designee.

	2021-22 (2.25% GWI)					
Step	Hall Monitors	Security Guards	Lead Security Guard*	Behavior Technician	Lead Behavior Technician*	Tiered Interventionist
1	19.89	19.16	21.16	21.78	23.78	20.45
2	20.25	19.52	21.52	22.14	24.14	21.24
3	20.60	19.88	21.88	22.50	24.50	22.02
4	20.96	20.24	22.24	22.85	24.85	22.81
5	21.32	20.59	22.59	23.21	25.21	23.60
6	21.68	20.95	22.95	23.57	25.57	24.39
7	22.03	21.31	23.31	23.93	25.93	25.17
8	22.39	21.67	23.67	24.28	26.28	25.96
9	22.75	22.02	24.02	24.64	26.64	26.75
10	23.11	22.38	24.38	25.00	27.00	27.54

* The individuals employed as of February 17, 2022 as Lead Security Guard and Lead Behavior Technician are off-scale. New hires to such positions will be placed on the wage schedule.

The wage rates for employees who are off-scale (as set forth in the parties' signed tentative agreement) shall be increased by 2.25%, effective and retroactive to July 1, 2021.

	2022-23 (1.75% GWI)					
Step	Hall Monitors	Security Guards	Lead Security Guard	Behavior Technician	Lead Behavior Technician*	Tiered Interventionist
1	20.24	19.50	21.50	22.16	24.16	20.81
2	20.60	19.86	21.86	22.52	24.52	21.61
3	20.96	20.23	22.23	22.89	24.89	22.41
4	21.33	20.59	22.59	23.25	25.25	23.21
5	21.69	20.95	22.95	23.62	25.62	24.01
6	22.06	21.32	23.32	23.98	25.98	24.81
7	22.42	21.68	23.68	24.35	26.35	25.61
8	22.78	22.05	24.05	24.71	26.71	26.42
9	23.15	22.41	24.41	25.07	27.07	27.22
10	23.51	22.77	24.77	25.44	27.44	28.02

Employees who are not on the maximum step shall advance one step on the wage schedule, effective July 1, 2022.

The wage rates for employees who are off-scale (as set forth in the parties' signed tentative agreement) shall be increased by 1.75%, effective July 1, 2022.

	2023-24 (2.0% GWI)					
Step	Hall Monitors	Security Guards	Lead Security Guard	Behavior Technician	Lead Behavior Technician*	Tiered Interventionist
1	20.64	19.89	21.89	22.60	24.60	21.22
2	21.01	20.26	22.26	22.98	24.98	22.04
3	21.38	20.63	22.63	23.35	25.35	22.86
4	21.75	21.00	23.00	23.72	25.72	23.68
5	22.13	21.37	23.37	24.09	26.09	24.49
6	22.50	21.74	23.74	24.46	26.46	25.31
7	22.87	22.12	24.12	24.83	26.83	26.13
8	23.24	22.49	24.49	25.20	27.20	26.94
9	23.61	22.86	24.86	25.57	27.57	27.76
10	23.98	23.23	25.23	25.95	27.95	28.58

Employees who are not on the maximum step shall advance one step on the wage schedule, effective July 1, 2023.

The wage rates for employees who are off-scale (as set forth in the parties' signed tentative agreement) shall be increased by 2.0%, effective July 1, 2023.

	2024-25 (1.75%)					
Step	Hall Monitors	Security Guards	Lead Security Guard	Behavior Technician	Lead Behavior Technician*	Tiered Interventionist
1	21.00	20.23	22.23	23.00	25.00	21.60
2	21.38	20.61	22.61	23.38	25.38	22.43
3	21.76	20.99	22.99	23.75	25.75	23.26
4	22.14	21.37	23.37	24.13	26.13	24.09
5	22.51	21.75	23.75	24.51	26.51	24.92
6	22.89	22.12	24.12	24.89	26.89	25.75
7	23.27	22.50	24.50	25.27	27.27	26.58
8	23.65	22.88	24.88	25.64	27.64	27.42
9	24.02	23.26	25.26	26.02	28.02	28.25
10	24.40	23.64	25.64	26.40	28.40	29.08

Employees who are not on the maximum step shall advance one step on the wage schedule, effective July 1, 2024.

The wage rates for employees who are off-scale (as set forth in the parties' signed tentative agreement) shall be increased by 1.75%, effective July 1, 2024.

	2025-26 (2.0% GWI)					
Step	Hall Monitors	Security Guards	Lead Security Guard	Behavior Technician	Lead Behavior Technician*	Tiered Interventionist
1	21.42	20.64	22.64	23.46	25.46	22.03
2	21.81	21.03	23.03	23.84	25.84	22.88
3	22.19	21.41	23.41	24.23	26.23	23.72
4	22.58	21.80	23.80	24.62	26.62	24.57
5	22.96	22.18	24.18	25.00	27.00	25.42
6	23.35	22.57	24.57	25.39	27.39	26.27
7	23.73	22.95	24.95	25.77	27.77	27.12
8	24.12	23.34	25.34	26.16	28.16	27.96
9	24.51	23.72	25.72	26.54	28.54	28.81
10	24.89	24.11	26.11	26.93	28.93	29.66

Employees who are not on the maximum step shall advance one step on the wage schedule, effective July 1, 2025.

The wage rates for employees who are off-scale (as set forth in the parties' signed tentative agreement) shall be increased by 2.0%, effective July 1, 2025.

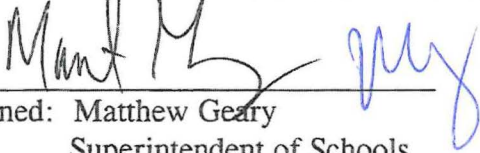
Noon Aids Salary Schedule

Step	23-24		Step	24-25		Step	25-26
1	\$ 15.50		1	\$ 15.77		1	\$ 16.09
2	\$ 15.86		2	\$ 16.14		2	\$ 16.46
3	\$ 16.22		3	\$ 16.50		3	\$ 16.83
4	\$ 16.58		4	\$ 16.87		4	\$ 17.21
5	\$ 16.94		5	\$ 17.24		5	\$ 17.58
6	\$ 17.30		6	\$ 17.60		6	\$ 17.95
7	\$ 17.66		7	\$ 17.97		7	\$ 18.33
8	\$ 18.02		8	\$ 18.34		8	\$ 18.70
9	\$ 18.38		9	\$ 18.70		9	\$ 19.08
10	\$ 18.74		10	\$ 19.07		10	\$ 19.45

Effective January 1, 2024, state minimum wage will increase to \$15.69, all employees on Step 1 will be moved to Step 2 and any new hires will be placed on Step 2 for the duration of the contract.

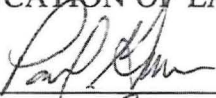
IN WITNESS WHEREOF, the parties hereto have set their hands this 22nd day of April, 2022.

FOR THE MANCHESTER BOARD OF EDUCATION



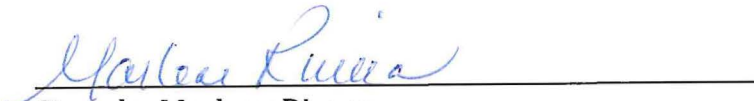
Signed: Matthew Geary
Superintendent of Schools

FOR CALU (CONNECTICUT ASSOCIATION OF EDUCATION OF LABOR UNIONS)



Signed: Paul Geary - CALU
President

FOR CALU (CONNECTICUT ASSOCIATION OF EDUCATION OF LABOR UNIONS)



Signed: Marlene Rivera
Noon Aides

Date: October 11, 2023