

AGREEMENT

between

WINDHAM BOARD OF EDUCATION

and

**WINDHAM PUBLIC SCHOOL CROSSING GUARDS
LOCAL 1303-432 OF COUNCIL 4
AFSCME, AFL-CIO**

**JULY 1, 2016
THROUGH
JUNE 30, 2019**

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WORKING AGREEMENT
between
WINDHAM BOARD OF EDUCATION
and
WINDHAM PUBLIC SCHOOL CROSSING GUARDS
LOCAL 1303-432 OF COUNCIL 4
AFSCME, AFL-CIO

This Agreement entered into by and between the Windham Board of Education hereinafter referred to as the "Board" and Local 1303-432 of Council 4, AFSCME, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I
RECOGNITION

Section 1.0

The Board of Education recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters of wages, hours, and other conditions of employment for all school crossing guards.

ARTICLE II
MANAGEMENT RIGHTS

Section 2.0

Except as otherwise limited by an express provision of this Agreement, the Board reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of public management. Such rights include but are not limited to establishing standards of performance of its employees' determining the mission of a department and the methods and means necessary to fulfill that mission, including the contracting out of or the discontinuation of services, positions, or programs in whole or in part; the determination of the content of the job classification; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, or discharge for just cause of any employee; layoff or other appropriate action because of lack of work or financial reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

If the Board decides to subcontract work which will result in the layoff of bargaining unit employees, the Board shall negotiate with the Union over the decision to subcontract. As to all other subcontracting decisions, the Board recognizes its obligation to negotiate with the Union over any impact of such decision on bargaining unit employees.

The Board shall have the right to determine the content of any new job classification, after discussing such with the Union. The pay rate for any new job classification shall be negotiated with the Union. The Board shall bargain with the Union over the impact of

any significant change in the job content of any classification in existence on the execution date of this Agreement.

ARTICLE III
UNION SECURITY

Section 3.0

The Board of Education agrees to deduct monthly dues, as specified by the Secretary of the Union, from the wages of all employees who are members of the Union covered by this Agreement.

Section 3.1

All employees who are members of the Union at the effective date of this Agreement shall remain members for the duration of this Agreement. New employees shall, as a condition of employment, join the Union or pay an agency service fee in the amount specified by the Secretary of the Union.

Section 3.2

The deduction of dues and agency service fees shall be made by the Board of Education as convenient, but shall be made no less than once each calendar month and in the same payroll period each month.

Payroll deduction of dues or the agency service fee shall begin no later than the completion of the employee's probationary period.

The Union shall agree to indemnify and save the Board harmless from and against any and all claims, demands, suits or other form of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with any provisions of this Article.

Section 3.3

The monthly dues remittance to the Union will be accompanied by a list of names of employees from whose wages dues deductions have been made and sent to the Council 4 office each month and made payable to: Local 1303 of Council 4.

Section 3.4

There shall be no layoffs during the life of this agreement without prior consultation with the Union.

Section 3.5

The Board shall allow the employees to make a voluntary PEOPLE deduction from their pay. Once authorized, the Board will continue to make the deduction unless and until the bargain unit member provides written notice to the Board that the authorization has been revoked. The Board shall, upon the request of the Union no more than once annually, prepare a list of all participating employees.

Section 3.6

During planned orientation of new employees, the Union shall be given an opportunity to introduce (or have introduced) one of its Local Representatives who may speak briefly to describe the Union's participation in negotiations and general interest in representing employees. Where no orientation is scheduled for new employees upon entry to the Bargaining Unit, an equivalent opportunity shall be afforded to the Union to address new employees.

ARTICLE IV PROBATIONARY PERIOD

Section 4.0

All new employees who are covered under this bargaining agreement shall serve a 60 day probationary period from the date of employment.

Section 4.1

During this probationary working period, employees shall be subject to lay-off or discharge at the sole discretion of the Board, and employees shall be subject to all provisions of this Agreement, with the exception of personal days, the life insurance benefits and the grievance procedure. Upon completion of their probationary period employees shall be placed on the seniority list in accordance with their date of hire, and deduction of dues or agency fee shall commence.

ARTICLE V SENIORITY

Section 5.0

An employee's seniority shall commence on his/her date of hire into any position covered by this agreement. The Board shall prepare a list of employees showing their seniority in length of service with the Board of Education and deliver the same to the Union on December 1st of each year. Unless the Union files a grievance concerning the list within ten (10) days of receipt of same, the list will be presumed to be correct for all purposes of this Contract.

Section 5.1

Layoffs: The least senior employee shall be laid off first. Employees who are laid off shall be rehired in order of their seniority.

The provisions of this section shall apply for eighteen (18) months from the date of an employee's layoff. Any employee who refuses an offer of re-employment shall be removed from the recall list.

Section 5.2

There shall be no layoffs during the life of this agreement without prior consultation with the Union. Employees shall receive a four (4) week notice in the event of a layoff, if possible, but not less than one week's notice.

Section 5.3

Whenever a vacancy/job opening occurs in other than a temporary situation a notice of such openings shall be posted for a period of not less than five (5) working days. During this period employees who wish to apply for the open position may do so. In filling such job openings or vacancies, the employer shall give preference to applicants who are currently employed in the bargaining unit. If all other relevant factors are substantially equal, the senior employee shall be given preference.

ARTICLE VI
HOURS OF WORK

Section 6.0

All crossing guards shall work the hours that are currently in effect, or those hours which the Board shall determine are necessary to provide safety in crossing the students of the school to which the crossing guard is assigned.

Section 6.1

Should an employee work less than his/her regularly scheduled hours on a day when there is a delayed opening, he/she shall be paid his/her normal daily rate.

ARTICLE VII
HOLIDAYS

Section 7.0

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

Labor Day
Columbus Day
Veterans' Day
Thanksgiving
Christmas Day
New Year's Day

Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day

Two Floating Holidays to be taken at the employee's discretion but only when school is not in session.

Holidays will be observed in accordance with the school calendar.

When a paid holiday is observed when an employee is on authorized sick leave, no charge against accrued sick leave will be made for that date; he will receive holiday pay instead. In order to be eligible for holiday pay the employee must have worked the day immediately preceding the holiday and the day immediately after the holiday, unless the day not worked is an approved absence. The Board may request a doctor's note to verify "authorized" sick leave.

ARTICLE VIII
PERSONAL AND BEREAVEMENT LEAVE

Section 8.0

All employees in the bargaining unit who have completed their probationary period shall be granted up to three (3) personal leave days with pay annually for personal business which cannot be conducted at any other time. Such leave shall be non-cumulative.

Personal Leave days shall not be allowed to extend a vacation, holiday or weekend unless good cause is shown. Requests for such leave shall be made five (5) days in advance, in writing, except in an emergency situation, to the Personnel Director who shall grant the time for such leave in the reasonable exercise of his/her discretion. A maximum of one personal leave day per year may be requested without stating a specific reason on the written request form.

Examples of reasons for requesting personal leave shall include but not be limited to: serious family illness, doctor's appointments, legal business, or other pressing personal needs which cannot be attended to outside of work hours.

Section 8.1

Bereavement Days: employees may use up to a total of three (3) days per year for specified relationships (spouse, parent, child, sibling, grandparent, grandchildren, in-law or other close familial relationship). In the event of death of a person with whom a unit member has a close personal relationship, a maximum of one day of absence may be granted without loss of pay. The employer may request verification of funeral leave.

ARTICLE IX
SICK LEAVE

Section 9.0

SICK LEAVE: All crossing guards shall receive eight (8) days of sick leave per year accumulative to one hundred (100) days.

Crossing guards shall contact the Board of Education Personnel Office when requesting sick leave.

Employees shall be eligible for a severance payment of 25% of unused accumulated sick time (to a maximum of one hundred (100) after ten years of service, upon retirement or death.

Section 9.1

In the event of the death of an employee, his/her beneficiary and/or estate shall be paid in accordance with Section 9.0.

Section 9.2

In the event of the death of an employee his/her beneficiary and/or estate shall be paid in accordance

Retirement severance shall be paid in the new fiscal year following retirement as long as the employee informs the Board of his/her anticipated retirement by January 1st of the school year. To be eligible to receive such payment in the July following retirement, the employee shall submit an irrevocable letter of resignation for purposes of retirement on or before the previous January 1. Should the employee fail to provide such timely written notification of retirement, the Board shall make severance payment in January or July in the second fiscal year following; (e.g., notification received in January, 2014 and payment will be made in July, 2014 or January, 2015. Notification received later than July 1, 2014 for example, May 1, 2014, will result in payment being made in July, 2012 or January, 2013). The employee may elect at his/her discretion to receive retirement

severance pay in January or July. A reminder memo shall be distributed to employees annually.

ARTICLE X
UNIFORMS AND CLOTHING ALLOWANCES

Section 10.0

UNIFORMS: All crossing guards shall receive ~~complete~~ uniforms, including a vest, boots and raincoat, winter jackets and shirts. Vests, raincoat and/or winter jacket and uniform shirts which are supplied must be work while the crossing guard is on duty.

ARTICLE XI
GRIEVANCE PROCEDURE

Section 11.0

A grievance shall be defined as and limited to a written complaint of violation, misapplication, or misinterpretation of a specific provision of this agreement. Grievances will be processed in the following manner.

Section 11.1

A grievance shall be filed on mutually agreed forms which specify:

- (a) the facts,
- (b) the date of the alleged violation,
- (c) the contract provision(s) at issue and
- (d) the remedy sought.

Section 11.2

All grievances must be filed in writing on the mutually agreed upon forms within five working days of the date on which the grievant knew or should have known of the situation giving rise to the grievance, otherwise the grievance is deemed waived.

Section 11.3

Level 1 – A member of the Union with a grievance or dispute shall discuss the grievance informally with his/her immediate supervisor.

Section 11.4

Level 2 – An employee who is not satisfied with the decision of the immediate supervisor may, within five (5) days of receipt of said decision, file a written grievance with the Superintendent. The Superintendent shall render a written decision within ten (10) days of receipt of the grievance.

Section 11.5

Level 3 – In the event that the aggrieved member of the unit is not satisfied with the disposition of the grievance at Level Two, the employee may within five (5) days of the receipt of the decision at Level Two file a written grievance with the Board of Education. Within fifteen (15) school days after receiving the written grievance, the Board or designated subcommittee shall meet with the aggrieved member of the unit for the purpose of resolving the grievance. The Board or its subcommittee shall issue a written decision within fifteen (15) days of such hearing.

Section 11.6

Level 4 – In the event that the Union is not satisfied with the disposition of the grievance at Level Three, the Union may within twenty (20) working days of the receipt of the decision at Level Three submit the grievance in writing to arbitration by the Connecticut State Board of Mediation and Arbitration. The decision of the arbitrator shall be final and binding on both parties. The costs of the arbitration shall be split equally between the Board and the Union, except for advocate, attorney and transcription fees which shall be borne by the party which incurs such fees.

ARTICLE XII MISCELLANEOUS

Section 12.0

Any employee who has been determined to be eligible for Worker's Compensation benefits shall receive the difference between such benefits and regular base pay during the period of absence as follows. The employee's current and accumulated sick leave shall be charged on a prorated basis in accordance with the fraction of the employee's wages that are paid directly by the Board. If the employee does not submit a written request for such sick pay then he/she shall receive only the Worker's Compensation benefits.

Section 12.1

The Board and the Union shall establish meetings twice a year once at the beginning of the school year and once in the second half of the school year to discuss matters of mutual concern. Employees shall not receive compensation for attending such meetings, nor shall they be disciplined for nonattendance.

Section 12.2

The Board agrees to provide whatever assistance it can to crossing guards who have difficulty with particular motorists, including contacting the police on behalf of crossing guards, if the situation warrants it.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.0

If any provision of this Agreement shall at any time be found to be invalid or to contravene any applicable law, such provision shall be deemed void and of no force and effect. All of the remaining provisions of this Agreement, except as thereby rendered inapplicable, shall continue in full force and effect.

Section 13.1

This Agreement, upon ratification, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its terms.

ARTICLE XIV
DISCIPLINARY PROCEDURE

Section 14.0

Disciplinary action shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being applied.

Section 14.1

All suspensions and discharges must be stated in writing with reason stated and a copy given to the employee and the Union and placed in the employee's personnel file at the time of suspension or discharge. The Union President shall be copied and receive all notices of discipline.

Section 14.2

Disciplinary actions shall normally, but not always, follow this order:

- a) oral warning
- b) a written warning;
- c) suspension without pay, and;
- d) discharge.

Depending on the relative seriousness of an offense, disciplinary action may begin at any step.

Section 14.3

No employee shall be discharged or suspended without just cause.

Section 14.4

Any employee disciplined under the provisions of 14.2(a) and/or 14.2(b) may apply to have said discipline removed from his/her personnel file two (2) years after the institution of said discipline. This removal shall not be unreasonably declined.

**ARTICLE XV
DURATION**

This Agreement shall be effective July 1, 2016, and shall remain in full force and effect until the 30th of June, 2019.

The parties agree to reopen negotiations prior to the expiration of this Agreement in accordance with the provisions of the Municipal Employees Relations Act.

**ARTICLE XVI
WAGES**

Section 16.0

Effective July 1, 2016 2.90% General Wage Increase (to \$14.41)
Effective July 1, 2017 2.90% General Wage Increase (to \$14.84)
Effective July 1, 2018 2.90% General Wage Increase (to \$15.27)

**ARTICLE XVII
INSURANCE**

Section 17.0

The Board shall provide all bargaining unit members with a \$10,000 life insurance policy. Life Insurance Coverage increases to \$12,500 effective July 1, 2010.

ARTICLE XVIII
LONGEVITY

Section 18.0

Effective December 1, 2016 the following longevity pay scale shall be in effect:

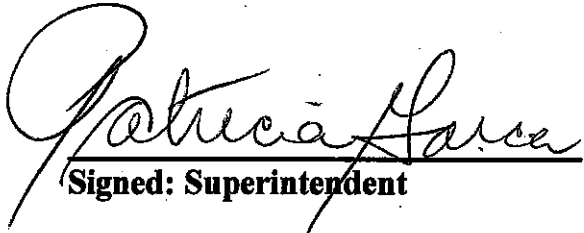
Employees who have:

Completed 10 years of continuous service shall be eligible for longevity payment of \$110.00

Completed 15 years of continuous service shall be eligible for a longevity payment of \$160.00.

Completed 20 years of continuous service shall be eligible for a longevity payment of \$210.00.

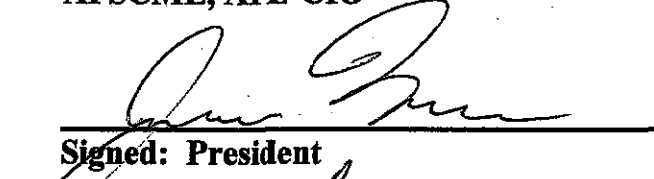
FOR THE WINDHAM BOE

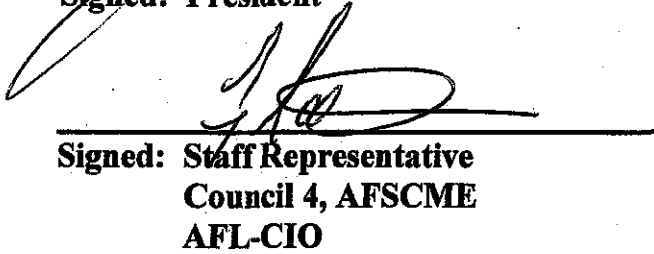

Signed: Superintendent

9/12/16

Date Signed

**FOR LOCAL 1303-432 OF COUNCIL 4
AFSCME, AFL-CIO**


Signed: President


Signed: Staff Representative
Council 4, AFSCME
AFL-CIO

8-16-16

Date Signed:

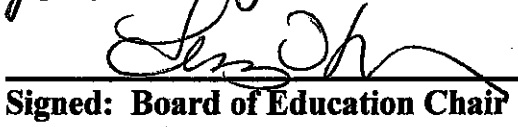
9/2/16

Date Signed:

9/28/16

Date Signed:


Signed: Director of Human Resources


Signed: Board of Education Chair