

COLLECTIVE BARGAINING AGREEMENT

PORTLAND BOARD OF EDUCATION

AND

**MUNICIPAL EMPLOYEES UNION INDEPENDENT,
LOCAL 506, SEIU, AFL-CIO**

ADMINISTRATIVE, OFFICE, & MEDIA ASSISTANTS

FOR THE PERIOD

July 1, 2018 – June 30, 2021

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PREAMBLE

This Agreement is entered into by and between the Board of Education of the Town of Portland, hereinafter referred to as the "Board", and the Municipal Employees Union Independent, Inc., hereinafter referred to as the "Union."

ARTICLE 1 – RECOGNITION

The Board recognizes the Municipal Employees Union Independent as the exclusive bargaining agent for all clerical, secretarial, bookkeeping and library media employees.

ARTICLE 2 – UNION SECURITY

1. During the terms of this contract or extension thereof, all employees in the collective bargaining unit shall, from the effective date of the contract or within thirty (30) days from the date of their employment by the Board, as a condition of employment, either become or remain members of the Union in good standing or, in lieu of Union membership, pay to the Union a service fee which amount shall not exceed the applicable dues required of the members.
2. The Board agrees to deduct from the pay of its bargaining unit members such membership dues, initiation fees, service fees and reinstatement of service fees as may be fixed by the Union. Such deductions shall continue for the duration of the Agreement or any extension thereof. An employee may withdraw from membership in the Union by giving written notice to the Union and the Board which notice must be received or postmarked within the period June 1 to June 15, inclusive, in any calendar year in which the Agreement is in effect. Such employee will pay a service fee, which shall not exceed the applicable dues required of its members.
3. The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in the rates of fees and dues. In addition, the Union shall furnish the Board with a statement signed by the employee authorizing the Board to make dues deductions. Sections One and Two service fees shall be automatically deducted by the Board.
4. The deduction of Union fees and dues or service fees for any month shall be made during the applicable month and shall be remitted to the financial officer of the Union not later than the third Thursday of the following month. The monthly dues and/or service fees remittances to the Union will be accompanied by the list of names of employees from whose wages dues deductions have been made.
5. No dues or fees will be deducted from an employee on sick leave who has exhausted accumulated sick leave or while collecting Workers' Compensation.
6. The Union agrees to indemnify and to hold and save the Board harmless against any and all claims, damages and suits that shall or may arise out of or by reason of any action taken by the Board for the purpose of complying with the provisions of this Article.

7. The Board shall provide each employee with a copy of the contract within thirty (30) days after the signing of the Agreement.
8. New employees shall be provided with a copy of this Agreement when they are hired.
9. The Board shall provide the Municipal Employees Union Independent office with a signed contract after the signing of this Agreement.
10. Union representatives shall be permitted to enter any of the schools with approval of the building principal for the purpose of discussing, processing or investigating grievances.
11. The Board agrees to provide space on a bulletin board in each building under its supervision in which a member of the bargaining unit works, for the exclusive use of the Union.
12. The Employer agrees to voluntary payroll deductions for the Union's Political Action Fund. These deductions shall be kept consistent with federal and state law on this subject.

ARTICLE 3 – NONDISCRIMINATION

All provisions of this Agreement shall apply equally to all employees without discrimination on the basis of race, sexual orientation, color, creed or religion, sex, national origin, age, physical disability, or present or past history of mental disorder, political or labor affiliation, "or any other applicable unlawful discriminatory standard that may be enacted by the state legislature or the U.S. Congress."

Article 3 shall not be subject to the grievance procedure, as set forth in Article 11.

ARTICLE 4 – HOURS OF WORK, OVERTIME & HOLIDAY PAY

1. The regular hours for all administrative assistants, office assistants and library/media assistants shall be eight (8) hours per day (seven and one-half (7½) work hours and a one-half hour (½) duty free unpaid lunch). The regular hours for the pupil services administrative assistant shall be eight and one-half (8½) hours per day (eight (8) work hours and a one-half (½) hour duty free unpaid lunch).

Except for the three (3) positions set forth below, the work year for all administrative assistants, office assistants and library/media assistants shall be comprised of:

- a. the school year; and
- b. an additional ten (10) work days.

The additional ten (10) work days noted above shall be scheduled as follows: five (5) work days immediately before the commencement of the school year for students and five (5) work days immediately after the last student day of the school year.

The work year for the three (3) aforementioned administrative assistant (to be determined by the Board) shall be fifty-two (52) weeks, provided, however, that upon either the retirement or severance of employment of an individual holding such a position, the work year for the applicable position(s) will be the same as the work year for all other administrative assistant positions (unless the Board, in its' discretion, decides to maintain a twelve (12) month work year for the specific position).

2. Additional summer hours for administrative assistants and office assistants shall be determined by the Board and offered to administrative assistants and office assistants in accordance with a system determined by the Board.

In the event that the Board is unable to fill summer hours, it may, at its' discretion, use individuals not represented by the Union for such work.

3. Full-time shall be defined as thirty (30) or more hours per week.

4. Time and one-half shall be paid for:

- a. All work performed in excess of forty (40) hours per week.
- b. All work performed in excess of eight (8) hours in one day.
- c. All time worked on Saturday.

5. Double time shall be paid for all work performed on Sunday.

6. Time and one-half shall be paid for work performed on holidays in addition to holiday pay, provided school is not held on the holiday.

In the event that school is held on the holiday, the employee shall receive his/her regular hourly wage rate for work performed on the holiday and a floating holiday in lieu of the holiday.

The use of the floating holiday shall be by agreement between the employee and his/her building administrator.

7. Straight time will be paid up to and including forty (40) hours, except where noted above.
8. When a paid holiday, hereinafter defined, falls during the workweek, it shall be included as hours worked in determining overtime.
9. Employees shall be notified of permanent schedule changes or transfers between work sites three (3) weeks in advance. When the employer wishes to make a permanent schedule change, the Board shall notify the Union of the change and the reason therefore.
10. Effective within ninety (90) days of the parties' agreement (via negotiations, mediation or arbitration) on the collective bargaining agreement commencing on July 1, 2015, all bargaining unit employees shall be paid via direct deposit. All remuneration owed to employees shall be paid via direct deposit. Bargaining unit employees shall complete necessary documentation in order for the Board to implement direct deposit.
11. Paid leave time must be used in one-quarter ($\frac{1}{4}$) day increments.

ARTICLE 5 – PROFESSIONAL DEVELOPMENT

1. There shall be established a \$2,500.00 pool per contract year to be used by employees in the bargaining unit for educational courses. All courses must be related to employment and must be approved by the immediate supervisor and the Superintendent. Time off will be granted to attend these programs should they fall within the workweek.

Consideration for approval for the use of such funds shall be based on the chronological submission of requests until the pool is exhausted for the applicable contract year.

2. Employees interested in applying for these funds shall notify the Superintendent's office prior to taking the course. At the end of the contract year, and on condition that the employee has finished the educational course and received a passing grade, where relevant, the reimbursement will be distributed in accordance with the language set forth in Section 1 above. Expenditures shall include the cost of classes, fees and books.
3. Fees for seminars and conferences will be paid out of the agreed upon pool of funds at the time of registration.

ARTICLE 6 – SENIORITY

1. The Board shall prepare a list of all employees covered by this Agreement, showing their seniority, and deliver the same to the Union office on October 1st of each year.
2. No employee shall attain seniority or other rights under this Agreement until s/he has been continuously on the payroll of the Board for a period of sixty five (65) work days. Work days shall be defined as days the employee attends work for his/her regularly scheduled work day.

During the probationary period, the employee may be terminated and will have no recourse to the grievance and arbitration clause of this Agreement. An employee who does not successfully complete her/his first sixty five (65) work days shall be entitled to a conference with the Superintendent or his/her designee to discuss the reasons for such failure. Upon successful completion of this period, the name of the new employee shall be added to the seniority list, with seniority commencing on the date of her/his employment.

3. Seniority shall be defined as an employee's uninterrupted service with the Board within the bargaining unit from date of last hire, including all authorized paid leave, providing the employee returns to work immediately at the conclusion of such leave.
4. Seniority will not be broken by any authorized unpaid leave or layoff, but seniority will not accrue during an unpaid leave or layoff. Seniority will continue to accrue while an employee is receiving workers' compensation benefits.

ARTICLE 7 - VACANCY

1. Job vacancy is defined as an opening created by a death, retirement, resignation, dismissal or a new position in the classifications listed in the salary schedule.
2. All job vacancies covered by this Agreement shall be posted via email to all bargaining unit employees' Portland School District email address (and copied to the Union's staff representative) within five (5) working days of the vacancy. The posting period shall be for five (5) working days, commencing on the date that the email was sent by the Board. No position shall be filled by a member of the bargaining unit until the posting period has closed. No position shall be filled from outside of the bargaining unit until the posting period has closed without the permission of the Union.

3. Employees desiring to apply for a job or a transfer to a vacancy shall file an application in writing within the posted time limit.
 - a. Promotions and vacancies shall be filled first by management from within based on qualifications and seniority and secondly by qualified new applicants.
 - b. When candidates from within have essentially equal qualifications, seniority will prevail.
 - c. A minimum of two employees, who file an application for promotion, transfer, and/or vacancy, will be interviewed prior to interviewing candidates from outside the bargaining unit. Where there are more than two (2) internal applicants, interviews will be in order of seniority. Nothing shall prevent the Superintendent in her/his discretion from interviewing additional internal applicants.
4. When an employee is temporarily assigned to a different job classification with a higher wage scale for five (5) consecutive days, s/he shall be paid at the first step in the higher wage scale, which produces a salary increase.

ARTICLE 8 – LAYOFF AND RECALL

1. Whenever a work force reduction in a classification (Group 1, Group 2, Group 3) is required, the reduction shall be made in the following manner: Bargaining unit employees shall be laid off in inverse order to their length of service with the Board.
2. In the event of a layoff, the affected employee shall be allowed to replace/bump the least senior employee in the bargaining unit, regardless of classification, so long as the replacing/bumping employee:
 - a. has more overall seniority than the employee to be replaced/bumped, and
 - b. is capable of performing the duties of the position as determined by the Superintendent or his/her designee.

ARTICLE 9 – PERSONNEL RECORDS

1. An employee covered hereunder shall be permitted, on her/his request, to examine and copy any and all materials in her/his personnel file. The Union may have access to an employee's records upon presentation of written authorization by said employee. An employee shall have the right to file a rebuttal/statement to any material in her/his personnel file. Such rebuttal/statement shall be attached to the material to which it pertains.
2. Information not available for inspection by the employee shall not be used as evidence in any hearing or punitive action. This shall not apply to any information that is allowed under Connecticut General Statutes Section 31-128a.

ARTICLE 10 – LEAVE PROVISIONS

1. **Sick Leave**

Effective July 1, 2015, all employees shall receive sick leave with full pay of ten (10) days per contract year with a maximum accumulation of one hundred twenty five (125) days of unused sick leave.

An employee who reaches her/his sick leave accumulation maximum will have that time set aside. Future accrued time may be used in the current year, but will not be accrued past the maximum.

Sick leave may be used in the following cases:

- a. personal illness or injury,
- b. to meet dental or medical appointments,
- c. up to 3 days per year may be used for illness of members of the immediate family.

Every reasonable attempt will be made not to schedule medical/dental appointments during school hours.

After an absence of three or more consecutive days or, if school administration suspects an abuse of sick leave, the employer may request that the employee produce a doctor's note in support of the absence.

Effective July 1, 2018, the Board shall cease the usage of the sick leave bank. If employees have contributed days to the bank, the days shall be returned to the employees on July 1, 2018, up to the maximum accumulation of 125.

2. **Paid Time Off Days** - non cumulative

Effective July 1, 2015, all twelve (12) month employees shall receive a total of eighteen (18) paid time off days per contract year.

Effective July 1, 2018, all other employees shall receive eight (8) paid time off days per contract year.

- a. An employee shall provide his/her building administrator with reasonable advance notice of any planned use of paid time off days.
- b. Employees may use paid time off days: (a) on school days; (b) during any school recess that falls during the school year; (c) on unpaid holidays that fall during an employee's work year; (d) when school is closed due to inclement weather, as set forth under Article 23, Section 2; or (e) when school offices are open and school is closed due to inclement weather, as set forth under Article 23, Section 2.

If an employee desires to use a paid time off day (or days) during a school recess, the employee should advise the Superintendent or his or her designee in advance so the time can be designate as paid time.

If an employee desires to use a paid time off day (or days) either when school is closed due to inclement weather or when school offices are open and school is closed due to inclement weather, the employee should advise the Superintendent or his or her designee prior to the end of the applicable payroll period so the time can be designate as paid time.

- c. Up to three (3) paid time off days not used during a contract year by shall be paid to the employee prior to July 15th of the subsequent contract year, provided, however, this payout language shall not apply to twelve (12) month employees.

- Workers' compensation, as distinguished from sick leave, shall mean leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of her/his duties.

The Board of Education covers all employees with Workers' Compensation insurance, which pays an eligible employee a percentage of her/his earnings during the period of absence.

An employee may elect to use a portion of sick leave, if available, to provide full salary until such time as he/she is able to return to duty, providing that in no event will such arrangement continue more than nine (9) months with a three (3) month extension if the employee's treating physician certifies that the employee has not yet reached maximum medical improvement and is still unable to return to work.

- Employees shall be entitled to full pay at their base rate for absence because of jury duty, less the fee paid with respect to such jury duty. In order to be eligible for full pay, an employee who is dismissed from jury duty on or before 1:00 p.m. shall return to work.
- Upon retirement or layoff of any employee who has completed ten (10) years of continuous service with the Board from his/her seniority date, shall receive the amount of one hundred dollars (\$100.00) times every year of service to the Board.

Upon the employee's death after having completed ten (10) continuous years of service with the Board from his/her seniority date, the legal representative of the employee's estate shall receive the amount of one hundred dollars (\$100.00) times every year of service to the Board.

- An employee who is disabled due to a non-work related injury and is unable to work due to such non-work related injury may use sick leave to cover the period of disability.

The Superintendent may require, at regular intervals, written reports from the employee's treating physician as a means of providing the Board with updates on the employee's condition and ability to return to work.

- Seniority will continue to accrue while an employee is receiving paid leave and will not be broken if an employee returns to her/his job within eight (8) weeks of authorized unpaid leave. Seniority will be interrupted during further periods of authorized unpaid leave and will resume upon return to work if within the authorized leave period.
- As an incentive for attendance, on or before September 1st, an employee will receive two hundred dollars (\$200.00), less applicable federal and state withholdings, upon completion of the previous school year without being absent from work due to the use of a sick day (in full or partial day increments).

ARTICLE 11 – GRIEVANCE PROCEDURES

- Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances regarding misapplication and misinterpretation of the collective bargaining agreement.

- Definitions**

- a. "Grievance" shall mean a complaint by an employee, or a group of employees that her/his/their rights under the specific language of this Agreement have been violated or that, as to her/him/them, there has been a misinterpretation or misapplication of the specific provisions of this Agreement.
- b. "Grievant" shall mean any member of the bargaining unit or a group of bargaining unit members similarly affected by a grievance, seeking recourse under the terms of this Article.
- c. "Days" shall mean working days.

3. **Time Limits**

- a. If a grievance, in writing, is not filed within fifteen (15) days after the grievant first knows or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
- b. The time limits specified within this Article, except for the initial filing, may be extended by mutual agreement of the Union and the Board or its designee, provided that if a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the answer in the last step considered.
- c. Failure by any administrator or the Board of Education to render his/her decision within the specified time limits shall be deemed a denial of the grievance, and the grievance shall proceed to the next level.

4. **Level One – School Principal/Immediate Supervisor**

- a. If an employee feels that s/he may have a grievance, s/he and or her/his Union Steward or Union Representative may first discuss the matter with her/his principal or other appropriate administrator in an effort to resolve the problem informally.
- b. If the employee is still not satisfied with the disposition of the matter, s/he shall reduce the grievance to writing and submit it to the principal or other appropriate administrator. The principal shall, within five (5) days of that filing of the grievance in writing, give a written answer, with a copy to the Union.

5. **Level Two – Superintendent of Schools**

- a. If the grievant is not satisfied with the disposition of her/his grievance at Level One, s/he may, within five (5) days after the decision, file her/his written grievance with the Superintendent of Schools.
- b. The Superintendent shall, within five (5) days after receipt of the referral, meet with the grievant and a representative of the Union for the purpose of resolving the grievance.
- c. The Superintendent shall, within five (5) days after the meeting, render her/his decision and the reasons therefore, in writing to the grievant, with a copy to the Union.

6. **Level Three – Board of Education**

- a. If the grievant is not satisfied with the disposition of her/his grievance at Level Two, s/he may, within five (5) days after the decision, submit the grievance to the Board of Education.

- b. The Board of Education shall hold a meeting within fifteen (15) days after receipt of the grievance, at which time it shall meet with the grievant and with representatives of the Union for the purpose of resolving the grievance.
- c. The Board shall, within ten (10) days after such meeting, render its decision and reasons therefore, in writing to the grievant, with a copy to the Union.
- d. In cases of dismissal, suspension, demotion and class action grievances, the grievance shall be submitted directly to Level Two.

7. **Level Four - Mediation**

If the grievance is not resolved, the Union may submit the matter to a mediator appointed by the State Board of Mediation and Arbitration for the purpose of helping to resolve the grievance within ten (10) days after receipt of the Level Three answer. A copy of the request shall be sent to the Board.

8. **Level Five – Arbitration**

- a. If the grievance is not resolved to the Union’s satisfaction at Level Four, the Union may, at its option, submit the grievance to arbitration within fourteen (14) days of receiving the Level Four answer. The submission of the grievance shall state the provisions of the contract allegedly violated and the remedy sought. Grievances shall be submitted to the American Arbitration Association.
- b. The arbitrator shall have no power to add to, subtract from, alter or modify this Agreement. The arbitrator shall render her/his decision in writing not later than thirty (30) days after the conclusion of the hearing. The decision of the arbitrator shall be final and binding.
- c. The cost of arbitration will be borne equally by the parties.
- d. The arbitrator will hear only one grievance at a time. This provision will not prevent the arbitrator from hearing a class action grievance. Neither will it prevent discussion of the arbitrability and the merits of the grievance at the same hearing.

9. A grievance may be initiated at the level where the incident giving rise to the grievance, first occurred. A class action grievance shall be submitted by the Union at the Superintendent’s level.

ARTICLE 12 – INSURANCE & PENSION

- A. **Eligibility:** No temporary employees and permanent employees working less than eighteen (18) hours per week will be entitled to fringe benefits, including health and dental insurance.

For each employee who is regularly scheduled to work thirty (30) or more hours a week, the Board of Education will provide the following insurance benefits. No temporary employees and permanent employees working less than thirty (30) or more hours per week will be entitled to health or dental insurance benefits.

Permanent part-time employees working eighteen (18) hours or more, but less than thirty (30) hours per week are entitled to fringe benefits other than health or dental insurance, prorated to the percentage of time worked when compared to a full-time employee.

B. Group Medical:

Effective July 1, 2018 the following plan shall be offered:

High Deductible Health Plan (“HDHP”)

Summary of Plan Design:

The HDHP shall have a \$2,000 single and \$4,000 single + 1 and family deductible for in network services. Prescription drugs are covered as part of the program and are subject to the deductible. Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions subject to a MP4 3 tier drug rider with co-pays of \$5Generic/ \$25 Brand Name/ \$40 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

Gastric bypass, unlimited infertility benefits and no pre-authorization on high-cost diagnostics shall be excluded from the HDHP.

Out of pocket maximum:

- in network: \$3,000 for the individual and \$6,000 for the family;
- out of network: \$4,000 for the individual and \$8,000 for the family;

Out of network medical services will be subject to a 70% plan/30% member coinsurance.

The Board will contribute fifty percent (50%) of the applicable deductible amount into the employee’s established Health Savings Account (“HSA”).

The Board's contribution toward the deductible will be deposited into the HSA accounts throughout the course of the contract year on a quarterly basis (on or about July 1st, October 1st, January 1st and April 1st). The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HDHP is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.

Employee Premium Share Contribution (individual coverage):

July 1, 2018 7%
July 1, 2019 8%
July 1, 2020 9%

Employee Premium Share Contribution (single + 1 or family coverage):

July 1, 2018 12%
July 1, 2019 13%
July 1, 2020 14%

It is agreed and understood that when an employee selects single + 1 or family coverage, the calculation shall be as follows: the individual employee’s premium shall be deducted from the

single + 1 or family premium share contribution prior to applying the employee's single + 1 or family premium share contribution (whichever is applicable).

All secretary's total premium share contribution for health and dental insurance shall be deducted at a rate of 1/22 paycheck.

- C. **Group Dental:** Dental Coverage shall remain in effect without change from the coverage available during the immediately preceding contract.
- D. **Group Life Insurance:** Group Life Insurance, including AD&D for the employee of \$25,000 with 100% of the premium paid for by the employer until the employees reached the age of seventy (70). At age seventy (70), such benefit is reduced by fifty percent (50%). Effective July 1, 2011, no retiree group life/AD&D benefits.
- E. **Group Long Term Disability Insurance:** Employees are covered under the Town's Long Term Disability Plan.
- F. **Retirement:** Any employee who retires from Portland with at least ten (10) years of service, who is age 55 or older, shall be entitled to continue group medical insurance, for the individual and dependent(s) covered under the plan at the time of retirement, at group rates, at her/his own expense. To be eligible, the employee and dependent(s) must maintain continuous coverage and comply with all requirements of the Board's insurance carrier and administrator. When the retiree and their dependents become eligible for coverage under Medicare Part A, the employee must use Medicare insurance, and the employee may purchase the comprehensive Medicare Supplement provided by the Board.
- G. **Change of Carriers/Funding Arrangements:** The employer shall have the right to change the manner in which health and dental insurance is provided, including the right to return to provide benefits through either full-funded or fully or partially self-funded health and/or dental plan, with the understanding that such change(s) shall provide coverage, benefits and service comparable to that which had previously been provided. Notice of any such change shall be given to employees in advance and informational sessions shall be held.

The parties agree that additional health insurance plans may be offered for participation by the employees, at the employees' election. The parties further agree that any alternative health insurance plan shall be in addition to the current plans offered to bargaining unit members and shall not be used to replace any existing health insurance plan(s).

It is understood that the option to enroll in a different plan shall be made available to all employees in the bargaining unit on an annual basis during the open enrollment period.

It is further understood that the Board of Education shall provide the Union with detailed information on any alternative health insurance plan at least thirty (30) calendar days prior to the plan being offered to employees.

- H. **Section 125:** Subject to law, including the rules and regulations of the Internal Revenue Service, the Board shall maintain a "Section 125" salary reduction agreement, which shall be designed to permit exclusion from taxable income of the employee's share of health insurance premiums.
- I. **Insurance Waiver:** In any contract year, an eligible employee may elect to waive all health insurance benefits referenced in Article 12, Section 1, and in lieu thereof, will receive a

payment of twelve hundred dollars (\$1,200.00). Employees who elect to waive health insurance coverage shall deliver proof of health insurance coverage and a signed, witnessed waiver form to the Superintendent of School prior to the 1st Friday of June of each contract year. Payment to those employees waiving coverage will be made in a lump sum, less applicable federal and state withholdings, for the applicable year not on the health plan. In cases of extenuating circumstances, the Employer may grant a revocation of the waiver. However, such revocation shall be at the sole discretion of the Superintendent of Schools.

Since waiver payments are based on and issued at the conclusion of a contract year, in order to be eligible for and receive the lump sum payment, the employee must be: (a) employed by the Board as of June 30th of the applicable contract year; and (b) the waiver must have remained in effect for the entire contract year.

Waiver payments shall be provided to employees in a separate check (or a separate direct deposit, as determined by the Board).

ARTICLE 13 – SAFETY & HEALTH

The Board shall comply with all federal, state, and local health and safety codes, laws and regulations.

ARTICLE 14 – WAGES

1. Whenever an employee is permanently moved from a class or grade to one which has a higher maximum rate of pay, the employee will be paid at the same step in the higher class.
2. New employees will be hired at Step I of the pay scale. However, new or current employees with at least one (1) year of related experience may be hired/transferred at Step 2, with notification to the Union.
3. If an employee is permanently moved from a class or grade to a different class or grade which has a lower maximum rate of pay, s/he shall be paid at the step in the lower class or grade which is closest to her/his current rate of pay.
4. The pay groups shall be as follows:
Group 1 – Administrative Assistants
Group 2 – Office Assistants
Group 3 – Library/Media Assistants
5. Employees shall be paid on a bi-weekly basis based upon the hours set forth in their respective time sheets.
6. Salary schedules for bargaining unit employees for the period from July 1, 2018 through June 30, 2021 are set forth in Appendix A.

ARTICLE 15 – MANAGEMENT RIGHTS

There are no provisions in this Agreement that shall deem to limit or curtail the Board in any way in the exercise of the rights, powers and authority which the Board had prior to the effective date of this contract unless and only to the extent that provisions of the Agreement specifically curtail or limit such rights, powers and authority. The Union recognizes that the Board's rights, powers and authority include, but are not limited to, the right to manage its operation; direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge for just cause or layoff; the right to make all plans and decisions on all matters involving its operations; the extent to which the facilities of any department thereof shall be operated; additions thereto; removal of equipment; outside purchases of products or services; the scheduling of operations; means and processes of operations; the materials to be used; and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees; to prescribe rules to that effect; to establish and change standards and quality standards; determine the qualifications of employees; and to run the Board efficiently.

ARTICLE 16 – UNION CONVENTION

The Board shall, upon reasonable advance notice; permit three (3) Union designated employees to attend MEUI conventions or other Union functions each year for an aggregate maximum of sixteen (16) hours each year without loss of compensation.

ARTICLE 17 – SAVINGS CLAUSE

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected hereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision, and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated article, section, sentence, clause and/or phrase.

ARTICLE 18 – DISCIPLINE

1. No employee shall be discharged or otherwise disciplined without just cause.
2. Disciplinary actions shall normally be in the following order:
 - verbal warning
 - written warning
 - suspension, with or without pay
 - discharge
3. The Employer and the Union agree that the Superintendent of Schools may take summary action for any grave or serious offenses. However, before any such summary action is taken, the Superintendent shall meet with the Union Staff Representative or Union Steward regarding the action.

4. In the event that an employee is given a written warning, suspended or discharged, a copy of such disciplinary action shall be given to the employee at the time of the action and a copy shall be forwarded to the Union within twenty-four (24) hours of the action.
5. In the event that an employee is required to meet with supervisory personnel for disciplinary action, the employee may, at his/her discretion have the Union Staff Representative or Union Steward present at such meeting. If the employee decides during the meeting to have the Union Staff Representative or Steward present, the meeting shall cease until a Union Staff Representative or Steward can be present.

ARTICLE 19 – PREGNANCY LEAVE

1. Disabilities resulting from or contributed to by pregnancy, miscarriage, abortions, childbirth, or maternity defined as the hospital stay and any period before or after the hospital stay certified by the attending physician as that period of time when an employee is unable to perform the requirements of her job, may be charged to any accrued sick or vacation leaves.
2. Upon expiration of disability leave, the employee may request a leave of absence without pay, with the position being held. The total period of leave of absence without pay with position being held shall not exceed six (6) months following the date of termination of the pregnancy.
 - a. Additional leave time may be granted for an additional period of three (3) months subject to the approval of the Board of Education.

ARTICLE 20 – HOLIDAYS

1. The following days shall be designated as paid holidays:

Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veterans' Day	President's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving Day	Memorial Day
Christmas Day	July 4 th (<i>12 month employees only</i>)
Day after Christmas (<i>12 month employees only</i>)	
2. All employees will be dismissed one-half (1/2) hour after students are released and will be paid for a full day on the last day of school prior to the Thanksgiving and Christmas holidays. Superintendent's office employees will be released at 1:45 p.m.
3. State statute shall be used to determine the day the holiday falls on.
4. Any employee required to work on the day of observance of a holiday when school is in session shall be granted a floating holiday.
5. Any employee who is required to work on the day of observance of any of the aforesaid holidays when school is not in session shall be compensated at the rate of one and one-half (1 ½) times her/his regular hourly rate for all hours worked on said day in addition to her/his holiday pay.

6. Whenever any of these holidays occur while an employee is out on sick leave, the employee shall be paid for the holiday at her/his earned rate and her/his sick leave shall not be charged for that holiday.
7. Any employee required to work on a day designated by the Governor of the State of Connecticut or the President of the United States as a state or national day of mourning shall be allowed a substitute day off with compensation on a date mutually acceptable to the employee and the Board. Compensatory day will be paid at straight time rate.

ARTICLE 21 – LONGEVITY

1. In recognition for length of continuous service, employees who work over fifteen (15) hours per week shall receive longevity in addition to their normal salary. Based on the employee's seniority date, the following longevity payments shall be made only to those union employees employed by the Board prior to June 30, 1994:

10 years:	\$400.00
15 years:	\$500.00
20 years:	\$700.00

Longevity will be paid in a lump sum on the last payday in the month of November.

ARTICLE 22 – MISCELLANEOUS

1. **Emergency Conditions**

In the event that schools are closed early due to emergency conditions, employees may be dismissed prior to the end of the normal workday at the discretion of the Superintendent of Schools. Such early release shall be without loss of pay.

2. **Early Dismissal, Late Opening, and School Closing Due to Inclement Weather Conditions**

These provisions shall be in effect only in instances when the Superintendent of Schools declares an early student dismissal, or a late opening, or a school closing/cancellation due to inclement weather. It is recognized that changes in these procedures may be required in emergency situations, and these procedures do not apply in the event of pre-scheduled early dismissals or school closings for reasons other than inclement weather:

- a. All employees will be permitted to leave one-half (½) hour after the last student bus departs on early dismissal days.
- b. Employees will arrive not later than two (2) hours later than their regular starting times on days when there is a late opening;
- c. Employees will not report to work on days when school is closed.
- d. Employees who do not report to work when school is cancelled, but offices are not closed, will need to use a paid time off day to be paid for the day.
- e. On days that school is closed due to inclement weather, the impacted employee may use a paid time off day in order to receive remuneration for the day. However, in a weather emergency, as determined by the Superintendent in his/her sole discretion, the Superintendent may close central office and notify twelve month employees that they are not required to report to work that day and shall have no loss of pay.

3. **Cars**
Personal vehicles will not be used for school business, except when authorized by the Superintendent or Principal; reimbursement will be paid at the IRS rate in effect, per mile.
4. **First Aid**
In accordance with Connecticut General Statutes S10-212a, school employees will not be required to administer first aid or medication.
5. **Liability**
Employees will not be required to drive students home.
6. **Bus Duty**
Employees will not be required to do bus duty except in the case of emergencies.
7. Employee evaluations will be written prior to June 30th of each year, by either the employee's building principal or immediate supervisor.

ARTICLE 23 –NO STRIKE OR LOCKOUT

The Union agrees that during the term of this Agreement, it shall not authorize, cause, engage in, sanction, or assist in any work stoppage, strike or slow-down of operations. The Board agrees that during the term of this Agreement, it will not lockout any of the employees covered by this Agreement.

ARTICLE 24 – PAYMENT FOR SERVICES & SALARY ADVANCES

All bargaining unit employees will be paid on a biweekly basis in accordance with the Town and Board of Education payroll schedule. The BOE shall annualize pay for the members of the bargaining unit, effective July 1, 2018.

ARTICLE 25 – SCHOOL FACILITIES

Upon request through the principal of the school, the Union will have the right to use school buildings at reasonable times at no cost.

ARTICLE 26 – JOB DESCRIPTIONS

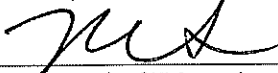
Prior to implementation of any changes to the current job descriptions management will meet with the Union to negotiate the impact of any proposed changes. All new hires will receive a copy of their job description upon hire. Existing employees shall receive a dated copy of any updated job description.

ARTICLE 27 – DURATION

1. This Agreement shall be effective as of the first day of July, 2018 and remain in full force and effect until the thirtieth day of June, 2021 provided, however, in the event that the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, the

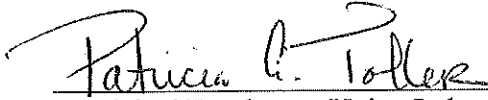
parties agree to reopen this Agreement for the limited purposes of negotiating regarding health insurance. This Agreement shall remain in full force and be effective during the period of negotiations.

Agreed to by the undersigned parties:



Portland Board of Education

4/4/18
Date



Municipal Employees Union Independent

3/14/2018
Date



Municipal Employees Union Independent

3/14/2018
Date

APPENDIX A

July 1 2018 - June 30, 2019

	STEP						
Group	2	3	4	5	6	MAX	OS
1	\$21.89	\$22.71	\$23.56	\$24.44	\$25.36	\$26.30	\$28.59
2 and 3	\$20.46	\$21.24	\$22.05	\$22.89	\$23.76	\$24.66	

July 1 2019 - June 30, 2020

	STEP						
Group	2	3	4	5	6	MAX	OS
1	\$21.89	\$22.71	\$23.56	\$24.44	\$25.36	\$26.69	\$29.02
2 and 3	\$20.46	\$21.24	\$22.05	\$22.89	\$23.76	\$25.03	

July 1 2020 - June 30, 2021

	STEP						
Group	2	3	4	5	6	MAX	OS
1	\$22.38	\$23.22	\$24.09	\$24.99	\$25.93	\$27.29	\$29.67
2 and 3	\$20.92	\$21.72	\$22.55	\$23.41	\$24.29	\$25.59	

In year 1 (July 1, 2018) of the contract, the Board and the Union agree to restructure the wage schedule. Employees shall be placed at the wage rate in the new schedule that is closest to their 2017-18 rate and that gives them an increase.

On July 1, 2019 (year 2), employees in Groups 1, 2 and 3 who are not at the top step or off step shall move up one (1) step on the salary schedule.

On July 1, 2020 (year 3) of the contract, there shall be no step movement.

MEMORANDUM OF UNDERSTANDING

The Board of Education intends to create a position to support Open Choice families. The compensation for such position shall be an annual stipend of \$2,500.

