

MEMORANDUM OF AGREEMENT

BETWEEN

**THE TOWN OF WEST HARTFORD
BOARD OF EDUCATION**

AND

THE WEST HARTFORD POLICE EMPLOYEES ASSOCIATION, INC.

2016 - 2019



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ARTICLE I

RECOGNITION

It is agreed that the West Hartford Police Employees Association (School Crossing Guards), and the Town will meet and confer on matters of mutual concern affecting the members of the Association. This agreement is a free and voluntary act by both parties and does not in any way constitute a contractual agreement or recognition of the Association under Municipal Employees Relations Act nor does it abrogate or abridge any of the rights granted to any of the parties under the statutes. It is a good-faith understanding and agreement between the parties.

ARTICLE II

WAGE DEDUCTIONS

(a) The Town agrees that upon the written authorization of any employee covered by this agreement it will make a monthly deduction from the wages of such employee of an amount authorized by him or her. Such deduction shall be discontinued in the event of termination of the employee's services or upon his written request. All such requests shall be on forms provided by the Town, and shall be submitted at least thirty (30) calendar days before they are to become effective. No refund will be made to any employee in the event of his failure to comply with this provision. All deductions under this section will be made from wages payable on the first regular payroll of each month.

(b) The total amount deducted each month in accordance with the provisions of this contract will be remitted by the Town, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Secretary of the Association. Such remittance shall be made by the last day of the month in which deductions are made.

(c) The wage deductions for School Crossing Guards will cease during the months of July and August.

(d) Once an employee submits authorization for dues deduction, this shall remain in force until July 1, 1997 as a condition of continued employment with the Town.

(e) The obligation of the Town for funds actually deducted under this section terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the Town. Neither any employee nor the Association shall have any claim against the Town for errors in the processing of deductions unless a claim of error is made in writing to the Finance Director within sixty (60) calendar days after the date such deductions were or should have been made.

ARTICLE III

MANAGEMENT RIGHTS

The Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority theretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:

- (a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
- (b) To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, 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 Town's operations.
- (e) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town or the department.
- (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 Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- (g) To insure that incidental duties connected with departmental operations whether enumerated in job descriptions or not, shall be performed by employees.
- (h) To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purposes or intention of undermining the Association of or discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise.

The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Manager by virtue of Statutory and Charter provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration

proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

ARTICLE IV

GRIEVANCE PROCEDURE

Should any employee or group of employees feel aggrieved concerning (1) the interpretation or application of a specific provision of this agreement; or (2) a complaint by an employee that such employee has been discharged, reduced in rank or compensation, suspended without pay, or received a letter or reprimand, without just cause, adjustment of that grievance shall be sought as follows (with the exception of grievances under (2) above, which shall be submitted to the Board under Paragraph (c) below within ten (10) days of the action which is the subject of the grievance):

(a) The aggrieved employee, in the presence of an authorized Association Representative if the employee so desires, shall first notify their immediate supervisor of the nature of the grievance within five (5) days of its occurrence. No supervisor who is a member of the bargaining unit shall have the power to bind the Town to a decision in favor of a particular grievance without the express approval of the Town administration. If the grievance is not resolved to his satisfaction within three (3) days after such notification, the Association shall submit such grievance in writing to the Chief of the Police Department, setting forth the nature of the grievance. Within five (5) days after said Chief received such grievance, he or his designated representative shall arrange to and shall meet the representatives of the Association, for the purpose of adjusting or resolving such grievance.

(b) If such grievance is not resolved to the satisfaction of the Association by the Chief or his designated representative within five (5) days after such meeting, the Association may present such grievance in writing within seven (7) days thereafter to the Town Manager. Within seven (7) days after said Town Manager receives such grievance, the Town Manager or his designated representative shall arrange to and shall meet the representatives of the Association for the purpose of adjusting or resolving such grievance.

(c) If such grievance is not resolved to the satisfaction of the Association by the Town Manager or his designated representative within ten (10) days thereafter, it may submit the dispute to the Personnel Board through the Personnel Director. Said Board shall hear and act on such dispute in accordance with its rules of procedure and render a decision within thirty (30) days after such grievance is submitted. The Personnel Board's decision shall be final unless a request for arbitration is made by either party within ten (10) calendar days of receipt of the Board's decision. The party requesting arbitration shall file notice of appeal with the State Board of Mediation and Arbitration, which shall act on such request in accordance with its rules and procedures. The decision of the arbitrator shall be final and binding on both parties. Requests for arbitration of grievances under part (2) of the first paragraph of this Article shall be made to the American Arbitration Association, unless the parties mutually agree to submit such grievance to the State

Board of Mediation and Arbitration. All arbitration costs shall be borne equally by the Town and the Association.

(d) Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself in these procedures, at his own expense.

(e) The time limits specified herein may be extended by agreement of the parties. If the Association or employee fails to file the grievance at each step in a timely manner, said grievance will be considered as withdrawn.

(f) All answers at any stage of this procedure shall be in writing to the aggrieved employee and to the Association.

(g) Nothing in this Article is intended to prohibit the Town from processing a grievance through the grievance procedure up to and including arbitration.

(h) Whenever a grievance is submitted to arbitration under the provisions of this Article, the arbitrator shall be bound by and must comply with all of the terms of this agreement, and he shall have no power to add to, delete from, or modify in any way the provisions of this agreement.

(i) A copy of any disciplinary action including a letter of reprimand shall be presented to the Association president within the time limits set forth in this Article to allow for consultations and a possible appeal by the aggrieved employee.

ARTICLE V

HOLIDAYS

Section 1

(a) The following holidays shall be observed as days off with pay, and school crossing guard employees are entitled to receive an extra day's pay for work on the following holidays or a regular day's pay if they are scheduled to work but do not work on such holidays:

| | |
|------------------------|--|
| Martin Luther King Day | Columbus Day |
| Lincoln's Birthday | Veteran's Day |
| Washington's Birthday | Thanksgiving Day |
| Good Friday | Christmas Day |
| Memorial Day | New Year's Day - (effective 1/1/94) |

(b) Whenever any of these holidays shall occur while an employee is out on authorized leave with pay, there will be no charge to authorized leave for that holiday.

(c) Unauthorized absence from work on the scheduled workday before the holiday will forfeit the employee's eligibility for holiday pay.

(d) Nothing in this agreement shall in any way abridge the Town's right to schedule employees to work on recognized holidays.

(e) Whenever school commences prior to Labor Day, crossing guards will receive a regular day's pay for Labor Day if there is no unauthorized absence the scheduled workday before or after Labor Day.

ARTICLE VI

SICK LEAVE

A new employee shall earn one (1) day of sick leave for each full school calendar month of service during the school year up to a maximum of nine (9) days. After completion of one (1) school year of service and subject to the provisions below, earned sick leave of nine (9) days will be credited to each school crossing guard on the first day of each school year. A new employee hired on or before the fifteenth (15th) of a school month will be considered employed for the full school calendar month and will be credited with one (1) earned sick leave day.

(a) No accumulation of accrued earned sick leave shall be carried over from one school year to the next school year. Any school guard who is absent due to illness will be paid with a corresponding amount deducted from their available sick leave bank.

All earned and unused sick leave will be paid at the end of the school year, if the number of absences throughout the year exceed five days, a day will be deducted for each absence from the remaining balance and any remainder paid shall be paid to the employee.

Exemptions to this provision may be made at the discretion of the Chief for long term illnesses or injuries. Any guard who has completed ten (10) years of service will be granted eleven (11) earned sick leave days. Any guard who has completed twenty (20) years of service or more will be granted twelve (12) earned sick days. Upon separation from Town service in good standing during the school year, payment for unused leave shall be prorated.

For purposes of this section the minimum increment of time shall be one half day (one shift she equal one half day).

Note: At the end of the year to get the remainder paid you cannot have used more than 5 days, for example:

Start the year with 9 days use 3 throughout the year and get paid 6.
Start the year with 9 days use 5 throughout the year and get paid 4.
Start the year with 9 days use 6 throughout the year and get paid 2.
Start the year with 9 days use 8 throughout the year and get paid 0.

(Guards with ten years will start at 11 days and 20 years 12 days)

- (b) An employee must report an illness to his immediate supervisor or his designated representative as early as possible but no later than 6:30am of the regular workday.
- (c) An employee may request up to a total of three unpaid leave days per school year, which will be granted at management's discretion.

ARTICLE VII

INSURANCE

Section 1 The Town will participate in a group life insurance plan for school crossing guards in the amount of eight thousand dollars (\$8,000) per person and the Town will pay for the entire cost of such insurance. Crossing Guards who have at least twenty (20) years of service or 15 fifteen years of service and a minimum age of 65 at separation from active service, shall have their life insurance reduced to four thousand (\$4000) dollars. The cost of such reduced life insurance shall be paid by the Town.

Section 2 The Town shall provide adequate workers' compensation insurance and shall supplement the workers' compensation payments of the insurance company so that the employee (all members of the bargaining unit) will receive full pay during his or her absence, provided that such supplementary payments shall end one (1) year from the date on which the injuries were sustained.

ARTICLE VIII

WAGES

The per shift compensation for school crossing and traffic guards depending on the number of shifts at their assigned post shall be as follows on the effective date of this agreement:

| Effective Date | % Increase | A | B | C | D |
|----------------|------------|-------|-------|-------|-------|
| 7/1/2015 | | 19.09 | 20.75 | 22.58 | 24.52 |
| 7/1/2016 | 2.25% | 19.52 | 21.22 | 23.09 | 25.07 |
| 7/1/2017 | 2.25% | 19.96 | 21.70 | 23.61 | 25.63 |
| 7/1/2018 | 2.25% | 20.41 | 22.19 | 24.14 | 26.21 |

In implementing the above compensation schedules, the procedures will be as follows and subject to the provisions below:

- (a) An employee who has less than one (1) year of service shall be paid at the daily rate of Step A.
- (b) An employee who has completed one (1) year of service shall be paid at the daily rate of Step B.
- (c) An employee who has completed two (2) years of service shall be paid at the daily rate of Step C.
- (d) An employee who has completed three (3) years of service shall be paid at the daily rate of Step D.

For the purpose of this Section a year of service shall mean one (1) calendar year of employment with the Town. The Town reserves the right to grant annual pay increases. Such merit pay increases within an established range shall not be predicated solely upon the length of service. Merit increases shall be given only upon certification by a department head that the employee has maintained a consistently high level of performance throughout the preceding year. Annual pay increase will normally be made effective in the first full payroll period of the calendar month of the employee's anniversary date of employment.

Any post, which has a normal scheduled duration greater than 150 minutes (for the entire day), shall be designated a premium post, Crossing Guards working the entire day, of any post designated as a

premium post, will receive a \$7.00 stipend per day. Crossing Guards working one shift at a premium post will receive a \$3.50 stipend.

If an employee's scheduled shifts are canceled by any school within the Town of West Hartford because of the inclement weather conditions (i.e. snow hurricane) or a Municipal, State, or Federal Election, the employee will receive no more than his/her regular daily or shift rate of pay for that day, for a maximum of three (3) days per fiscal year.

For perfect attendance in any pay period with a minimum of six (6) days, each crossing guard shall receive a \$10 bonus. Such bonus shall be forfeited for absences for any reason other than holidays or school closings, except when such absence is due to prisoner attendant duty.

ARTICLE IX

HOURS OF WORK AND OVERTIME

Section 1 School crossing guards shall not work more than four (4) hours per day if they are assigned to three (3) shifts (morning, noon, and afternoon). They may work less than four (4) hours per day if they are assigned two (2) shifts. Their hours will vary, however, depending upon the location of their shifts. Normal hours per shift shall be determined by the Police Chief and a schedule of normal hours per shift shall be posted at the Traffic Division Office during the school calendar year, and if there is any change in such posted schedule of normal hours, the employee shall be notified at least twenty-four (24) hours in advance of the effective date of such change.

ARTICLE X

FUNERAL AND DEATH LEAVE

Section 1 In the event of death of the immediate family of an employee, said employee will be granted funeral leave, if required, with pay in the amount of three (3) calendar days. Such leave shall not be charged to said employee's sick leave. Funeral leave will be granted by the employee's Department Head or his designee. Extension of this provision may be granted by the Chief or his designee for unforeseen hardships and travel time.

Section 2 For the purpose of this Article, the phrase, "immediate family" shall be construed to mean any of the following: father, mother, spouse, child, sister, brother of the employee or of the spouse of the employee, or any other relative who is an actual member of the household.

Section 3 One day's funeral leave with pay shall be granted to employee to attend the funeral of a grandchild, or a grandparent of the employee or his spouse. Such leave shall not be charged to an employee's sick leave.

ARTICLE XI

SENIORITY

Section 1 Seniority for the school crossing guards, and other positions in the bargaining unit shall commence from the date that the employee was hired as a paid member of the Town of West Hartford.

Section 2 Seniority shall not be broken by sick time, temporary layoff, suspension or any leave of absence with pay, or any call to military service for the duration.

Section 3 If an employee resigned voluntarily or is discharged for just cause, or takes a leave of absence without pay for more than six (6) consecutive months, he/she shall lose all seniority. Such employee shall have no rights to recall.

Section 4 In the event of reduction in personnel, layoffs within classifications shall take effect as follows:

- (a) Temporary employee
- (b) Regular part-time employee
- (c) Probationary employees
- (d) Employees with the least seniority first, etc.

Employees for whom no post is available shall be laid off, with rights to recall in order of seniority to any vacancies which may occur or new posts which may be created during the term of this agreement. Such employees may also elect to be placed on a list of substitutes who shall be called as needed on a rotating basis.

Section 5 Prior to the end of each school year, school crossing guards shall be given the opportunity to select from a list of authorized posts on the basis of seniority, and notification of the results shall be given to the Town by July 1. Such assignments shall remain unchanged for the duration of the following school year. However, the Police Chief may reassign a crossing guard for any reason. An exchange of assignment will be allowed prior to December 31 provided both parties are in agreement.

Section 6 If a post becomes vacant between post selection dates, the Police Chief or his designated representative shall fill such post until the end of the year selection process as follows:

- A) Crossing guards that would like to be considered for other posts shall inform the Captain. Selection for a vacated post shall be based on seniority.
- B) If a regular crossing guard has not indicated interest the Captain shall fill the post from the substitute list.

ARTICLE XII

UNIFORM ALLOWANCE

Section 1 School Crossing Guards will be equipped with reflectorized vests, gloves, and headgear. Existing uniforms shall continue to be worn and will be replaced as necessary. If an employee leaves the Town service for any reasons, uniforms will be returned to the Town.

ARTICLE XIII

GENERAL PROVISIONS

Section 1 During the term of this agreement, the Police Department will furnish the Union with an up-to-date seniority list for the bargaining unit, together with the classification and rates of pay for each employee of such list.

Section 2 Clothing, watches, and eyeglasses damaged or destroyed in the line of duty for members of this bargaining unit shall be replaced (not to exceed one hundred dollars (\$100) per item) by the department.

Section 3 Employees shall be granted leave with pay for jury duty except that their Town salary shall be reduced by that amount for the duration of the leave.

Section 4 Not more than two (2) members of the Association shall be granted leave from duty with pay for any meeting between the Town and the Union for the purpose of meeting and conferring on matters of mutual concern to voluntarily reach an agreement or process grievances, when such meeting takes place at any time during which such members are scheduled to be on duty.

Section 5 If any Article or Section of this Agreement is declared invalid for any reason, such declaration of invalidity shall not affect the other Articles or Sections or portions thereof which shall be valid.

Section 6 Both parties agree to continue their policies of not discriminating against any employee on the basis of race, color, religion, national origin, age, sex, marital status, or physical disability.

Section 7 Employees shall be required to participate in the Town of West Hartford's Alternative Social Security program.

ARTICLE XIV

NO STRIKE PROVISION

Section 1 The Association agrees that it will not call or support any strike, work stoppage, work slow down, or any other action against the Town that would impede the proper functioning of the Town government at any time. The Town agrees that it will not lock out any employees at any time.

ARTICLE XV

DURATION

Section 1 For the purposes of this agreement, all Articles and Sections shall be in full force and effect from the date of signing by both parties until June 30, 2019, and shall continue in effect thereafter unless terminated in accordance with the law. Provided, further, that for the purposes of dues deductions, Article II, Section (d) shall not apply during the month of June in any year.

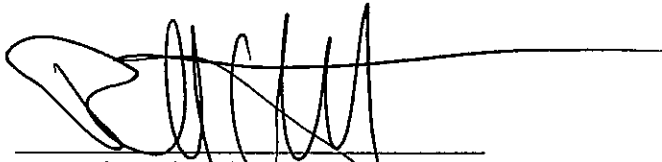
Section 2 This agreement contains the full and complete agreement between the Town and the Association and neither party shall be required during the term hereof to negotiate upon any issue.


Section 3 Between the first day of March, 2019 and first day of April, 2019, either party may notify the other that it wishes to amend or modify the contract as of the next succeeding first day of July. Such notification shall be in writing and shall include the text of each such amendment or modification. Within thirty (30) days of such notification, the party receiving the notification shall request and arrange for a meeting with the other party to discuss the proposed amendments or modifications.

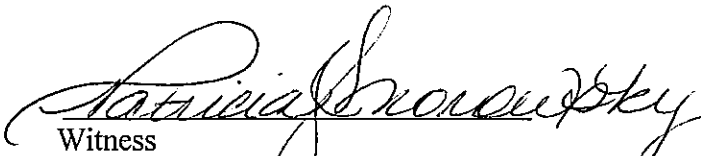
IN WITNESS WHEREOF, the parties have set their hands on the 16th day of June, 2016.

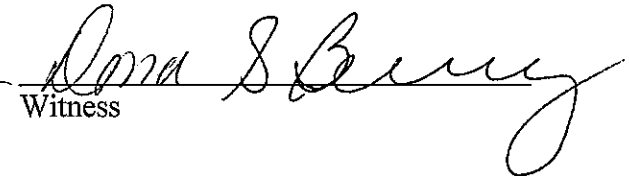
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BOARD OF EDUCATION

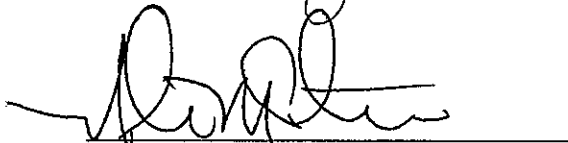
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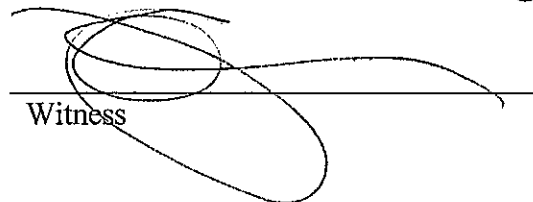

Executive Director, Human Resources


President


Witness


Witness


Witness


Witness