AGREEMENT

between

LOCAL 3886 OF COUNCIL #4

AFSCME, AFL-CIO

and

THE CITY OF MERIDEN, CONNECTICUT

JULY 1, 2018 - JUNE 30, 2022

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PREAMBLE

This Agreement is entered into between the City of Meriden, CT (hereinafter referred to as the Employer) and Local 3886 of Council 4, AFSCME, AFL-CIO (hereinafter referred to as the Union).

This Agreement is designed to provide for an equitable, peaceful, and prompt procedure for the resolution of differences in accordance with the grievance procedure specified herein, in order to maintain and promote a harmonious relationship between the Union and the City and to encourage more efficient and progressive service in the public interest.

ARTICLE I
RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive collective bargaining representative for all School Crossing Guards and Parking Attendants regularly employed, and substitutes, by the City of Meriden as certified by the Connecticut State Labor Department in case #ME-8273, Decision #2266 (Crossing Guards) and ME-32878, Decision #4986 (Parking Attendant). Said recognition is solely for purposes of collective bargaining in respect to wages, hours, and other conditions of employment.

Section 2. The name and address of each newly hired, promoted, or transferred employee eligible for this bargaining unit shall be sent to the President of the Union by the Human Resources Department of the Employer within thirty (30) calendar days of the date of hire, promotion, or transfer.

ARTICLE II
RESPONSIBLE RELATIONSHIP

The Employer and the Union recognize that it is in the best interest of both parties and employees that all dealings between them be characterized by mutual responsibility and respect.

ARTICLE III
DEDUCTION OF UNION DUES

Section 1. The Employer agrees to deduct each week from the wages of each employee, who so authorizes such deduction, the amount of Union dues as certified to the Employer by the Secretary-Treasurer of the Union for each employee who has executed an authorization.

Section 2. Deductions shall be remitted by the fifteenth (15th) of the month following such deduction and the Employer shall furnish the Union with a record of each deduction showing the amount and the employee from whom such deduction was made and a listing of those employees from whom no deduction was made.

Section 3. The Employer shall not be held liable for an employee's membership dues or service fee if said employee is not on the payroll during the specific deduction week. This deduction agreement shall be for the duration of this Agreement and is non-cancelable.

Section 4. The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits, or proceedings arising out of the correctness of any dues deduction authorization furnished by the Union to the Employer.

ARTICLE IV
NON-DISCRIMINATION

The Employer and the Union agree that for the duration of the Agreement neither shall discriminate against any employee in any manner which would violate any applicable laws because of race, creed, color, sex, nationality, qualified handicap, or political belief, nor shall the Employer or the Union discriminate against any employee because of his membership or non-membership in the Union.

ARTICLE V
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer retains traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees including but not limited to the following: To plan, direct, control, and determine all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, change those standards; to assign overtime; to determine methods, means, organization, and number of personnel by which such operations and services shall be made or purchased so long as this is not done for the purpose of undermining the Union; to make and enforce reasonable rules and regulations; to discipline, suspend, or to discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment, or facilities, provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE VI
HOURS OF WORK

Section 1. The hours of work shall be during a work week, Monday through Friday and shall be determined by the City in order to meet the needs of the various defined applicable locations of the City of Meriden and the efficiency with which the services are rendered.

Section 2.

A. Crossing Guards

Each employee who completes the assigned daily work assignment will be paid for 2.25 hours or time actually worked, whichever is greater.

B. Parking Attendants

Parking Attendants shall be paid for 19.75 hours per week, or time actually worked, whichever is greater. Scheduled parking attendants and parking ticketing shifts for all Parking Attendants will be as follows:

9 am – 12:30 pm
12:30 pm – 4:00 pm

Assignments within these shifts shall be according to the following schedule:

Post	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hours
Supervisor / Morning Shift Relief	7:00am – 3:30pm (8.5) Flex hours if needed for official city business	7:00am – 3:30pm (8.5) Flex hours if needed for official city business	7:00am – 3:30pm (8.5) Flex hours if needed for official city business	7:00am – 3:30pm (8.5) Flex hours if needed for official city business	7:00am – 3:30pm (8.5) Flex hours if needed for official city business	40 (1/2 hour daily lunch)
Afternoon Shift Relief And Enforcement Officer	12:30pm-5:30pm (5) Includes one (15min) fifteen minute paid break	12:30pm-5:30pm (5) Includes one (15min) fifteen minute break	12:30pm-5:30pm (5) Includes one (15min) fifteen minute break	12:30pm-5:30pm (5) Includes one (15min) fifteen minute break	12:30pm-5:30pm (5) Includes one (15min) fifteen minute break	25
Parking Garage (1) Morning Shift 7:30am – 12:30pm	7:30am-12:30am (5) Includes one (15min) fifteen minute break	7:30am-12:30am (5) Includes one (15min) fifteen minute break	7:30am-12:30am (5) Includes one (15min) fifteen minute break	7:30am-12:30am (5) Includes one (15min) fifteen minute break	7:30am-12:30am (5) Includes one (15min) fifteen minute break	25
Parking Garage (2) Afternoon Shift 12:30pm – 5:30pm	12:30pm-5:30pm (5) Includes one (15min) fifteen minute break	12:30pm-5:30pm (5) Includes one (15min) fifteen minute break	12:30pm-5:30pm (5) Includes one (15min) fifteen minute break	12:30pm-5:30pm (5) Includes one (15min) fifteen minute break	12:30pm-5:30pm (5) Includes one (15min) fifteen minute break	25
Butler Street Lot (1) Morning Shift 7:30am – 12:30pm	7:30am-12:30am (5) Includes one (15min) fifteen minute break	7:30am-12:30am (5) Includes one (15min) fifteen minute break	7:30am-12:30am (5) Includes one (15min) fifteen minute break	7:30am-12:30am (5) Includes one (15min) fifteen minute break	7:30am-12:30am (5) Includes one (15min) fifteen minute break	25
Butler Street Lot (2) Afternoon Shift 12:30pm – 5:30pm	12:30pm-5:30pm (5) Includes one (15min) fifteen minute break	12:30pm-5:30pm (5) Includes one (15min) fifteen minute break	12:30pm-5:30pm (5) Includes one (15min) fifteen minute break	12:30pm-5:30pm (5) Includes one (15min) fifteen minute break	12:30pm-5:30pm (5) Includes one (15min) fifteen minute break	25

* Per Diem (Subs) Personnel will be used to fill posts in event of absence by regular personnel

Section 3.

A. Crossing Guards

When it is impossible for an employee to work a daily assignment due to illness or other legitimate reason, the employee shall notify the Substitute Contact Person by 5:00 AM that he/she will be unable to work that day in order to provide sufficient time for scheduling a substitute. If an

employee cannot make one shift during the course of the day, the Substitute Contact Person must be notified at once. Failure to notify the Substitute Contact Person of an absence may be cause for disciplinary action.

B. Parking Attendants

When it is impossible for an employee to work a daily assignment due to illness or other legitimate reason, the employee shall notify the supervisor at least two (2) hours before the start of the shift that he/she will be unable to work that day in order to provide sufficient time for scheduling a substitute. Failure to notify the supervisor of an absence will be cause for disciplinary action.

Section 4.

When a Crossing Guard is scheduled to work two posts in one shift that Crossing Guard will be paid travel between schools as long as the starting time for the assignments are within 30 minutes of each other.

ARTICLE VII
TRAINING

Section 1.

A. Crossing Guards

All Crossing Guards shall be provided with a minimum of four (4) hours training annually, and all newly hired substitutes and/or newly hired regular employees will receive two (2) daily assignments of orientation.

B. Parking Attendants

All Parking Attendants shall be provided with a minimum of one (1) hour training annually, and all newly hired substitutes and/or newly hired regular employees will receive two (2) daily assignments of orientation.

ARTICLE VIII
TIME OFF

Section 1 - Holidays.

A. Crossing Guards

All regular employees shall receive their regular daily rate of pay for the following holidays or school closing as determined by the School Calendar:

Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving
Election Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day
New Year's Day

If an employee's school/post is necessary on Election Day the employee will be given a floating holiday to use with thirty (30) days' notice to the Crossing Guard Coordinator.

B. Parking Attendants

All regular employees shall receive the day off and shall be paid their regular daily rate of pay for the following holidays:

New Year's Day
Martin Luther King Day
Veterans' Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day
Labor Day

Section C. In the event an employee wishes to take any paid personal leave (including sick leave) for legitimate religious purposes of either the employee or his/her spouse, which is not contained in the list of holidays outlined in Section 1 above, the employee may use paid sick leave.

Section D. Any employee who works on the aforementioned holidays shall be paid time and one half (1 1/2) for all hours worked.

Section E. Any employee who calls out the day before or the day after a holiday will forfeit the holiday pay unless a physician's notice of the absence is provided.

Section 2 – Vacations (Parking Attendants)

Vacation shall only be granted to Parking Attendants eligible for vacation leave as of July 1, 2018 and who are regularly scheduled for twenty (20) or more hours per week.

Employees with less than one (1) year of service shall not be entitled to vacation.

Vacation shall not be credited for any month the employee is on unpaid leave for ten (10) or more days.

Vacation time shall accrue monthly as follows:

1-5 years	1 week
5-10+ years	2 weeks

One (1) week of vacation is equal to forty (40) hours. Employees working less than forty (40) hours shall have their vacation prorated accordingly.

Vacation time may be taken in advance of earning it with permission of the Director of Personnel.

Employees will begin vacation accruals on July 1.

ARTICLE IX
SENIORITY

Section 1. Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous service since the last date of hire with the Employer in a position covered by this Agreement. Seniority shall be terminated when an employee: (a) quits; (b) is discharged for cause; or (c) an employee on layoff does not report back to work within three (3) working days.

Section 2. Assignment to a post will be made, whenever practical, so that an employee will work as close to home as possible. Should a permanent vacancy occur, the assignment shall be determined by length of service and proximity of residency to the assignment. However the Police Department can make exceptions to the above procedures when it deems it is in the best interest of the Employer. Crossing Guard assignments to fill temporary vacancies will be determined by the Police Department. The above procedures shall not be used to bump Crossing Guards from their current assignments and the Employer will continue to exercise its rights in determining the priority of Crossing Guard posts and the filling of vacancies.

Section 3. Any bargaining unit employee who terminates employment with the Employer and is rehired by the Employer in a regular vacant position within one (1) year, shall receive a starting rate of pay not less than the rate the employee received at termination. After six (6) months of continuous service, full seniority will be reinstated.

ARTICLE X
PROBATIONARY PERIOD

Section 1. All new Crossing Guards and Parking Attendants and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of six (6) months. Any guard who has worked as a substitute for a period of six (6) months (of school time) immediately prior to being hired as a full time guard will work a thirty (30) day probationary period only. If a substitute is hired full time before his/her six (6) months probation period is up he/she will finish his/her original six (6) months probation period and no extra probation time will be added.

Section 2. During the employee's probationary period, the employee shall be represented by the Union except in cases of dismissal. There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall gain the right to Union representation and shall acquire seniority which shall be retroactive to the last date of hire with the City in a position covered by this Agreement.

ARTICLE XI
GRIEVANCE PROCEDURE

Section 1. The purpose of the grievance procedure shall be to settle any grievance or dispute which may arise between the parties concerning the interpretation or application of this Agreement on as low an administrative level as possible in order to expedite the settlement of such grievance or dispute. Any grievance or dispute shall be handled as follows:

STEP 1. The aggrieved employee, with or without their Union representative shall state in writing within ten (10) working days of the event which gave rise to the grievance or knowledge of the event which with reasonable diligence could have been ascertained and submit it to the Chief of Police, or his designate, who will use their best efforts to settle the dispute and give an answer in writing within ten (10) working days of the receipt of the written grievance. The written grievance shall specify exactly what the problem is and the remedy sought.

STEP 2. If the grievance is not satisfactorily resolved at STEP ONE the employee, with or without their Union representative, shall present the grievance in writing to the Director of Personnel or his/her designate within five (5) working days after the STEP ONE decision is rendered. The Director of Personnel or his/her designate shall meet with the parties involved and attempt to settle the grievance within ten (10) working days of receipt of the grievance and shall render a written decision within five (5) working days subsequent to the date of the meeting.

STEP 3. In the event the grievance is not adjusted to the satisfaction of the grievant at the conclusion of STEP TWO, then the grievant or their designated representatives may within twenty (20) working days thereafter submit the dispute to arbitration by the Connecticut State Board of Mediation and Arbitration. Said Board shall hear and act on such dispute in accordance with its rules and render a decision which shall be final and binding on the parties. In the event such dispute involves disciplinary action, the Board will have the power to uphold the action of the Employer or to rescind or modify such action, and such powers shall include, but shall not be limited to the right to reinstate a suspended or discharged employee, with full back pay.

Section 2. Nothing contained herein shall prevent any employees from presenting their own grievance and representing themselves, but no settlement shall be made that is contrary to any of the terms of this agreement, and no grievance filed under this section may be appealed to arbitration. A Union official shall be present at any grievance meetings.

Section 3.

A. Time limits provided for herein may be extended by mutual agreement of the parties.

B. Any grievance which may involve suspension or termination may be initiated by the Union at Step Two of the grievance procedure.

Section 4. Employee Discipline — The Employer shall not discipline, suspend, or discharge any employee who has successfully completed their probationary period without just cause. The Employer further agrees that discipline, suspension, or termination shall be in timely manner. Notice of a hearing shall be sent within five (5) working days from the date that the investigation into the alleged misconduct is completed.

Section 5. Corrective Discipline — The Employer agrees with the tenants of progressive and corrective discipline and generally shall be as follows:

A. Verbal Warning;
B. Written Warning;
C. Suspension;
D. Dismissal.

Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct unless new facts or circumstances become known.

Section 6.

Letters of counseling will be withdrawn, if there are no reoccurring similar issues, from an employee's personnel file within 12 months from the date of issue. After 12 months letters of counseling which are withdrawn will be placed in a sealed envelope which shall be signed by said employee, remaining as employment history but shall not be used for any progressive discipline.

ARTICLE XII
WAGES

The wages for all employees of the bargaining unit shall be as set forth in Attachment A which is attached hereto and hereby made a part of this Agreement.

Effective and retroactive to paycheck following July 1, 2018 all employees shall receive a one and three quarters percent (1.75%) wage increase.

Effective the first paycheck following July 1, 2019 all employees shall receive a one and three quarters percent (1.75%) wage increase.

Effective the first paycheck following July 1, 2020 all employees shall receive a two percent (2.0%) wage increase.

Effective the first paycheck following July 1, 2021 all employees shall receive a two percent (2.0%) wage increase.

ARTICLE XIII
LONGEVITY

Section 1.

The following longevity pay scale shall be in effect for employees hired before January 1, 2019:

Employees who have completed five (5) years of continuous service.....	$100.00
Employees who have completed ten (10) years of continuous service..... ..	$150.00
Employees who have completed fifteen (15) years of continuous service.....	$185.00
Employees who have completed twenty (20) years of continuous service	$210.00

Section 2. Longevity payments shall be made in December of the fiscal year. An employee must have the actual years of service on December 1 to qualify, no prorated payments will be made. Payments will be made in a separate check from the regular weekly pay.

Section 3. The employee's date of hire as a permanent guard shall be used for calculating longevity. (The probationary period shall not be deducted).

ARTICLE XIV
SICK LEAVE

Section 1. Sick leave as used in this Article is defined as the absence of work without loss of pay as a result of a bona-fide illness or injury.

Section 2.

A. Crossing Guards

Crossing Guards shall be entitled to sick leave with full pay, which will be credited at the beginning of each school year for five (5) working days in any one fiscal year. Unused sick leave may be accumulated to a maximum of forty (40) days. (Crossing Guards who call in on days of inclement weather may be asked to produce a physician's note).

B. Parking Attendants

Parking Attendants shall be entitled to sick leave with full pay which shall be earned at the rate of one (1) hour for every forty (40) hours worked, up to a maximum of five (5) days in any one fiscal year. Unused sick leave may be accumulated to a maximum of forty (40) days.

Section 3. An employee who is absent for three (3) consecutive days or five (5) nonconsecutive days within a thirty (30) day period may be asked to supply a letter from his/her physician to the Director of Personnel stating that the employee was unable to work as a Crossing Guard. In the case of an extended absence from work due to illness, the employer may require a physical examination before the employee is returned to work as a condition of reinstatement.

The above provision shall not apply to sick leave days taken in accordance with Article VII Section 2 (religious days of observance).

Section 4. For the purpose of determining wages, employees may take sick leave in increments of one (1) hour.

Section 5. When recalled to work, laid-off employees shall be credited with the same number of sick leave days they had accumulated to their credit at the time of their layoff.

Section 6. Effective June 2007, Crossing Guards who have completed at least ten (10) consecutive years of employment as a Crossing Guard with the City of Meriden and who leave employment after giving at least four (4) weeks notice to his/her supervisor and with the understanding they will not be rehired as a Crossing Guard, shall be entitled to full compensation of unused accumulated sick leave not to exceed seventeen (17) days as a "Retired Guard".

Section 7. The Employer shall make available a current balance of accumulated sick leave to each employee who requests such information.

Section 8. Any Crossing Guard who does not use any sick days within the school year shall be entitled to a bonus payment of $150.00 on or before July 15th of each year.

ARTICLE XV
LEAVES OF ABSENCE

Section 1. Employees may make an application for a leave of absence without pay for up to four (4) months during the school year to the Director of Personnel with a copy to the Chief of Police. Employees granted such leave will, upon their return, be placed in a full time crossing guard location.

Section 2. Leave may be extended beyond four (4) months only with the approval of the Director of Personnel. Employee will submit a request in writing to the Director of Personnel with a copy of their physicians notice before returning to work. The physician will review the job description and state the employee is cleared to full duty. Such leave should be granted only when it will not adversely affect the interests of the City as an employer beyond the benefits to be realized by the City. The Personnel Director, upon notice to the employee and the Police Department designee assigned to the Crossing Guards may cancel an approved leave of absence at any time he/she finds that the employee is using the leave for purposes other than those specified at the time of approval.

Section 3. When an employee returns from an authorized leave of absence every effort will be made by the City to reestablish the employee in a comparable position to the one held before the leave of absence was granted.

Section 4. Time spent on an unpaid leave of absence of more than thirty (30) calendar days shall not be counted toward seniority or longevity.

Section 5. Any employee who serves in the military will receive up to six (6) days per year for military duty.

ARTICLE XVI
JURY DUTY

Section 1. Should a regular employee be called to Jury Duty, the employer will compensate the regular employee for the difference between the payment received for the Jury Duty and the payment they would have received for the hours they were required to lose from their regular work schedule. This compensation shall not exceed five (5) days per week computed at the employee's regular rate. Payment shall be made upon presentation of documentary proof of Jury Duty and payment received.

Section 2. In the event that an employee is subpoenaed to appear in court to be a witness to an event in conjunction with their employment, the employee shall be compensated at their regular daily rate of pay.

ARTICLE XVII
BEREAVEMENT LEAVE

Section 1. Employees shall be granted up to three (3) days off with pay to attend funeral services in the event of a death within the employee's immediate family. Additional funeral leave may be granted, without pay, at the discretion of the Employer.

Section 2. For the purposes of this Article, the immediate family shall include the following relatives: Mother, Father, Sister, Brother, Wife, Husband, Daughter, Son, Grandmother, Grandfather, Mother-in-Law, Father-in-Law, Stepmother, Stepfather, Stepchild, Aunt or Uncle and Grandchild. An employee may be asked for proof regarding the wake or funeral.

The City will allow one (1) day of bereavement leave for the death of a Sister-in-law, Brother-in-law, Niece or Nephew.

ARTICLE XVIII
HEALTH AND SAFETY

Section 1. The Employer and the Union shall cooperate fully in matters contained in this Agreement having to do with safety, health, and sanitary matters affecting the employees.

Section 2. The City shall use its best efforts to ensure that each Crossing Guard and Parking Attendants post has safe conditions for parking and walking in all weather conditions. Any unsafe conditions must be reported to their direct supervisor.

Section 3. In the event that matters of health and safety are not addressed within fifteen (15) days, they shall be brought to the attention of the Chief of Police, in writing, who shall attempt to resolve them.

Section 4. In the event that a Crossing Guard or Parking Attendant reports an assault or threat to his/her person, the Chief of Police or his designee will take steps to ensure the Crossing Guard's or Parking Attendant's safety by the next working day. The Police Department designee assigned to Crossing Guards and Parking Attendants will inform the Local President of such steps in writing within seven (7) days.

ARTICLE XIX
UNIFORMS

Section 1 – Crossing Guards.

A. The Employer shall furnish to all regular Crossing Guards foul weather gear and equipment consisting of a neon green rain jacket, neon green rain pants, one ball cap, traffic vest, crossing guard shirt-sleeve patches and badges, yellow high visibility gloves, winter mittens or gloves, and a hand-held stop sign. All of the items, as appropriate, will be used by the employees while on duty.

B. The Chief of Police, or his designee, has the sole and exclusive authority to determine the Crossing Guard uniform and articles of equipment to be used by Crossing Guards. Except as otherwise prescribed, or by special permission from the Chief of Police or his designee, all regular full-time crossing guards upon completion of the six-month probationary period shall wear the basic crossing guard uniform while on duty which shall consist of the following:

A short-sleeved neon safety shirt with crossing guard patch:

BDU style pants (no jeans are permitted);
Black flat footwear.

Crossing Guard uniforms must be clean, pressed, and not show excessive wear. Crossing Guards are not allowed to wear adornments on their uniforms unless expressly authorized by the Chief of Police or his designee.

Substitute Crossing Guards should refer to Article XXIII for a description of appropriate attire.

C. Upon completion of the six-month probationary period, each newly hired regular Crossing Guard shall receive the following:

Two pairs of blue slacks or two blue skirts below the knee (no denim)
Two safety neon green bicycle shirts

The employee shall use the City's designated vendor and no cost shall be assessed to the employee.

D. In the second full year of employment and subsequent years each Crossing Guard shall be entitled to a $225.00 clothing allowance to be used to purchase the basic crossing guard uniform items. This stipend shall be paid in October. The stipend shall be paid in one lump sum in a check separate from wages. If any current Crossing Guards would like a neon jacket, neon pants and one (1) safety neon green bicycle shirt instead of his/her clothing allowance for 2012, the City will provide these items. Crossing Guards must request such items by August 31, 2012.

Section 2 – Parking Attendants.

A. Uniforms – Parking Attendants will be provided with the following: A BDU Style Pants along with a NHTSA Approved Neon Green Shirt is recommended. Patches on the Uniform should state "Meriden Parking Authority" and the First Initial and Last Name should be embroidered on the right chest of the shirt.

i. NHTSA Green Shirts (Long and short sleeve)
ii. Black BDU style Vertex Pants
iii. Black Shoes/Boots
iv. Radio Holder
v. Baseball Style Cap ("Meriden Parking Authority")
vi. Winter Coat (NHTSA Neon Green)
vii. Rain Coat (NHTSA Rated)

The Meriden Police Department will issue one (1) portable radio, along with the charger to the Parking Commission for use by the daily "Enforcement Officer". Call signs are listed above.

B. All items of clothing and equipment issued by the Employer shall remain the property of the Employer and must be returned to the Chief of Police, or his designate, upon termination of employment for any reason, including but not limited to termination, retirement or voluntary resignation.

ARTICLE XX
INCLEMENT WEATHER

Section 1.

A. Crossing Guards.

On days when schools do not open because of inclement weather, Crossing Guards shall be paid for their regularly scheduled hours for that day. Should an event, other than inclement weather, cause a school not to open or to close early, the employee shall be paid for their regular hours for that day after verifying with the Employer that they are not assigned elsewhere.

- On days when schools close early because of inclement weather, Crossing Guards shall be paid for their regularly scheduled hours for that day.

- Crossing Guards will be notified by telephone by the Crossing Guard Coordinator when school has been cancelled or delayed in opening for any reason. The Crossing Guard Coordinator(s) is/are responsible for keeping up with the school closings and delays/early dismissals and coordinating with the Crossing Guards. He/she should coordinate with the Board of Education to receive appropriate notifications. The Board has added all Crossing Guards to the auto call list. The Police Department Crossing Guard Supervisors will be responsible for sending the Board an updated Crossing Guard list each fall. The Crossing Guard Coordinator will provide him/her a list with contact numbers to send in September.

B. Parking Attendants.

The City Manager and/or his/her designee and the Director of Health and Human Services are the only City officials who have the authority to close the City's offices and facilities due to emergency situations. In the event that City Offices, facilities or schools are closed due to an emergency condition, a general announcement will be made to local media and an email will be distributed to all employees. In the event that City Facilities and or the schools are not officially closed, it is the employee's responsibility to report to work as scheduled at all times including during inclement weather conditions. In the event inclement weather conditions prevent an employee from reporting to work, the employee is required to notify their Supervisor. Such absence shall be unpaid or charged against the employee's available vacation, personal, sick, or compensatory time balance, at the employee's option.

C. A demonstrated pattern of absence during inclement weather may be cause for appropriate discipline.

ARTICLE XXI
UNION ACTIVITIES

Section 1. Two (2) employees as designated by the Union shall be allowed the necessary time off without loss of pay for the purpose of contract negotiations with the Employer when such negotiating sessions have been scheduled during the employee's work schedules. Up to two (2)

additional Union members may participate in negotiations but shall not be paid for time lost from work.

Section 2. One (1) member of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the Employer and the Union in accordance with the grievance procedure when such meetings take place at a time during which the members are scheduled to be on duty or working.

Section 3. In all of the above, reasonable prior notification will be given to the Chief of Police, or his designee.

Section 4. The City shall grant a total of one (1) day with pay annually for a Union officer or steward to attend a Union conference or training session.

ARTICLE XXII
LAYOFF AND RECALL

Section 1. The Employer in its discretion shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work or lack of funds. Seniority shall be a factor in determining layoffs and recall. Layoffs shall be made in reverse order of seniority within classification. [?]

Section 2. In the event the Employer decreases the work force in the bargaining unit, employees shall be laid off in reverse order of seniority. A laid-off employee may bump the least senior employee.

Section 3. The Employer shall give employees affected at least two (2) weeks advance notice of layoff. The Crossing Guard Coordinator shall provide the Personnel Department with a list of all employees eligible for unemployment at the beginning of each school year. Two weeks prior to any period of unemployment, the Crossing Guard Coordinator shall provide the Personnel Department with notification of any additions/corrections to the list.

Section 4. The City will make its best effort to provide pink slips for layoffs and/or school vacation periods to bargaining unit members prior to the last day of work.

Section 5. Employees shall be recalled from layoff in inverse order of their layoff when work becomes available. Employees shall have the right to be recalled for two (2) years from the date of layoff. Seniority shall continue during the two (2) year layoff period.

ARTICLE XXIII
JOB RELATED INJURY

Section 1. An employee absent from work due to a compensable Workers' Compensation occupational injury and/or disease shall have Injury Leave charged for his or her absence. The City, in the case of an employee with a compensable occupational injury and/or disease, shall continue the employee's regular pay during his or her absence up to, but not to exceed, six (6) months in duration of each occupational injury and/or disease. If the employee's absence exceeds six (6) months, the employee shall receive his or her compensation rate as determined by Section 31-307 of the Workers' Compensation Act.

Section 2. An employee who has a compensable injury and/or disease shall comply with all sections of the Workers' Compensation Act, Chapter 568 of the General Statutes.

ARTICLE XXIV
SUBSTITUTES

Substitutes shall be entitled to the following:

Section 1. The Employer shall furnish Crossing Guards/Per Diem Parking Attendants foul weather gear consisting of a rain coat with a hood, one (1) hat, traffic vest, high visibility gloves, winter mittens/gloves, and a handheld stop sign. All of the items, as appropriate, will be used by the employee while on duty.

Section 2. Substitute Crossing Guards/Per Diem Parking Attendants shall not enjoy, be eligible for or receive any other benefit under the contract except those listed above.

Section 3. Other than the items described in Section 1 above, the Employer shall not be obligated to provide any other uniforms or equipment for substitute Crossing Guards/Per Diem Parking Attendants. However, the Crossing Guard Coordinator may provide recycled uniforms to the substitutes; the Crossing Guard Coordinator is responsible for tracking clothing and having it return if the substitute leaves. While on duty, substitute Crossing Guards/Per Diem Parking Attendants are required to wear dark trousers or skirts (below the knee), a clean light-blue collared shirt or neon safety shirt and black, flat closed-toe footwear. Shorts or denim pants/skirts are not acceptable attire. Substitute Crossing Guards/Per Diem Parking Attendants are expected to present a neat appearance while on duty and will be subject to random inspections on a routine basis.

Section 4. In the event that a substitute guard works a full week or more, he/she will receive pay for any foul weather day in the week in accordance with Article XIX Section 1A. inclusive.

Section 5. The Substitute Contact Person will make every effort to schedule substitute guards in such a manner as to provide them with three (3) hours or more of work per week. If that is not possible, substitute guards shall receive a minimum of three (3) hours pay, or actual time worked, whichever is greater, for any week in which such substitute guard performs work.

ARTICLE XXV
CROSSING GUARD COORDINATOR

Section 1. In addition to his/her regular duties, the Crossing Guard Coordinator is responsible for performing certain tasks including, but not limited to, scheduling crossing guard personnel for duty, assisting the office of the Chief of Police to facilitate the ordering of supplies and clothing by reporting needs to the designated person in the Chiefs office. Reporting absences of crossing guards to the designated person, assisting with the preparation of performance evaluations and the training of new and current crossing guards.

Section 2. As compensation for these additional duties, the City will allow the Crossing Guard Coordinator to apportion eight (8) hours of pay per week at the regular rate between the Crossing Guard Coordinator and the Substitute Contact Person. These hours are in addition to their regular work hours for school crossing duties, and may be apportioned in any manner as the Union feels

is fair. The Crossing Guard Coordinator and substitute contact person shall receive the eight (8) hours of pay for all school weeks. For up to two (2) weeks prior to the start of the school and one (1) week after school ends, she will get her regular 15 hours with explicit permission of her supervisor. Effective July 1, 2011, the Crossing Guard Coordinator or her designee will receive four (4) hours of pay for the following vacations (this will not affect any holiday pay); December, February, and April (if such vacation weeks are actually part of the public school calendar).

Crossing guards need to contact designated police personnel regarding Personnel problems, not the Crossing Guard Coordinator.

Section 3. The Crossing Guard Coordinator may, if she continues to work twenty (20) or more hours per week, purchase the Blue Care Health Insurance product offered to employees at the COBRA rate.

In the event the average hours worked falls below twenty (20), this section of the contract will be void.

Section 4. In the event the Crossing Guard Coordinator is temporarily unable to perform the duties of the position, the Back-up Crossing Guard Coordinator will perform the duties. If the Crossing Guard Coordinator ceases to hold the position, the Back-up Crossing Guard Coordinator will be promoted. A new Back-up Crossing Guard Coordinator will be chosen by the City from those who apply. In the event skill is equal, seniority will be the determining factor.

ARTICLE XXVI
GENERAL

Section 1. The Employer shall permit the use of bulletin boards for the posting of notices relating to Union business, providing that a copy of each said notice is forwarded to the Personnel Department immediately prior to posting.

Section 2. The City shall:

1. Maintain an updated version of this Agreement on the City of Meriden website.
2. Print and provide 10 copies of this Agreement each year to the Union.
3. Provide access to download an electronic copy of this Agreement.
4. Shall make printed copies of this Agreement available. In the event there is no access to a computer, a hard copy will be available in the Human Resources Department upon request.

Section 3. As used in this Agreement, masculine or feminine pronouns shall include reference to either gender.

Section 4. Effective January 1, 2006 all employees must sign up for direct deposit.

Section 5. The City will provide signs to the Crossing Guards. Crossing Guards will be responsible for putting signs out and collecting them each shift and keeping them in good order. Signs are the property of the City, and crossing guards will return them during any absence of more than one (1) day and upon termination. There will be no additional compensation for having/placing the signs.

Section 6. Crossing Guards employed as such as of May 11, 2009 shall continue to be permitted to bring their children with them when carrying out their duties, provided the child remains in the employee's vehicle at all times that the employee is performing his/her duties. New hires after May 11, 2009 may only bring their children to work if the child attends the school at which the Crossing Guard's duties are provided.

ARTICLE XXVII
SAVINGS CLAUSE

Should any provision of this Agreement, or the application of any such provision, be rendered or declared invalid by any court action or by reason of an existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The Union and the Employer shall negotiate a mutually acceptable alternative to the affected provision

ARTICLE XXVIII
DURATION OF AGREEMENT

Section 1. The date of July 1, 2018 shall be the effective date of this Agreement and it shall remain in effect four (4) years through June 30, 2022.

IN WITNESS THEREOF the parties have caused their names to be signed on this 2nd day of July 2019.

For the City of Meriden

7-2-19

Local #3886, Crossing Guards, of Council 4, AFSCME, AFL-CIO

7/2/2019

7-2-19

ATTACHMENT A
WAGE SCALES

(Hourly Rates)
Crossing Guards

	SUBSTITUTE	ENTRY A	6 MONTHS B	1 YEAR C	2 YEARS D
July 1, 2018	13.74	14.22	15.28	16.89	18.81
July 1, 2019	13.98	14.47	15.55	17.19	19.14
July 1, 2020	14.26	14.76	15.86	17.53	19.53
July 1, 2021	14.54	15.06	16.18	17.88	19.92

(Hourly Rates)
Parking Attendants

			Step 1	Step 2	Step 3
July 1, 2018			10.68	11.93	12.97
July 1, 2019			10.87	12.14	13.20
July 1, 2020			11.09	12.38	13.46
July 1, 2021			11.31	12.62	13.73