

AN AGREEMENT BETWEEN
THE MANSFIELD BOARD OF EDUCATION
and
THE MANSFIELD PUBLIC SCHOOLS SECRETARIES' ASSOCIATION
July 1, 2018-June 30, 2021

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**PROFESSIONAL AGREEMENT BETWEEN
THE MANSFIELD BOARD OF EDUCATION
AND THE MANSFIELD PUBLIC SCHOOLS SECRETARIES' ASSOCIATION**

PREAMBLE

This Agreement is made and entered into by and between the Mansfield Board of Education (hereinafter referred to as the "Board") and the Mansfield Public Schools Secretaries' Association (hereinafter referred to as the "Association").

ARTICLE 1
RECOGNITION

Pursuant to Conn. Gen. Stat. §7-468 (b), the Board recognizes the Association as the exclusive collective bargaining agent with respect to wages, hours and other conditions of employment for the unit consisting of the Board's secretarial employees, excluding the Personnel Assistant, Executive (Superintendent/Board) Secretary positions and seasonal, substitute and temporary employees.

ARTICLE 2
MANAGEMENT RIGHTS

1. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board and direction of the working forces, including but not limited to those rights provided in Conn. Gen. Stat. §10-220 and the following:
 - (a) To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.
 - (b) To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices or procedures.
 - (c) To establish contracts or sub-contracts for school operations, and to discontinue processes or operations or to discontinue their performance by employees.
 - (d) To select and to determine the number and types of employees required to perform the Board's operations.
 - (e) To employ, transfer, promote or demote employees, or to lay off, terminate for just cause or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Board.

- (f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them and to the Association.
 - (g) To establish job descriptions and job classifications and, from time to time, change such job descriptions and classifications, and to ensure that related incidental duties which are secretarial in nature whether enumerated in job descriptions or not shall be performed by employees.
2. The above rights, responsibilities and prerogatives are inherent in the Board and the Superintendent by virtue of statutory and charter provisions and are not subject to delegation in whole or in part.

ARTICLE 3 **SENIORITY**

1. Seniority shall be defined as the period of an employee's continuous full-time service with the Board from date of last hire, including all authorized paid leave, provided the employee returns to work immediately at the conclusion of such leave. Employees who are on authorized unpaid leave shall not lose accrued seniority by reason of such leave.
2. No employee shall attain seniority or other rights under this Agreement until she/he has been continuously employed for a period of six (6) months after the first day of work. Until the expiration of such period, she/he shall be on probation, and may be terminated by the Board in its sole discretion for any reason whatsoever and neither the employee nor the Association, on his/her behalf, shall have recourse to the grievance provisions of this Agreement. An employee whose employment is terminated during the probationary period may request an interview with his/her supervisor subsequent to the termination to discuss job performance. Upon successful completion of the probationary period, new employees shall acquire seniority retroactive to his/her first day of employment. The Board shall maintain records indicating each employee's date of hire.
3. An employee shall forfeit accrued seniority:
- (a) Upon voluntary resignation or retirement,
 - (b) Upon discharge, or
 - (c) Upon the expiration of recall rights after one year of layoff or refusal of a recall opportunity pursuant to Article 12.

ARTICLE 4
VACANCY

1. A job vacancy is defined as an opening or new position within the bargaining unit.
2. The filling of job vacancies shall be solely within the control of the school administration in accordance with the terms of this contract.
3. All job vacancies shall be posted in each school and at the office of the Board for a period of at least seven (7) working days, and the Association will be notified of the vacancy by mail. If a vacancy occurs in a position during the summer recess, the Association will be notified by mail at least seven (7) calendar days before the closing date for application.
4. Employees desiring to apply for appointment or transfer to a job vacancy shall file a written application with the Personnel Assistant within the time limit specified in the posting.
5. In filling vacancies, consideration shall be given first to the present staff on the basis of seniority and/or transfer request provided, however, the most qualified applicant either from within or without the bargaining unit shall be appointed to the vacancy.

ARTICLE 5
TRANSFERS

1. A transfer is defined as a permanent change in an employee's job location or job classification.
2. The Board may involuntarily transfer an employee when in the administration's judgment such transfer is in the best interest of the school system. An employee will be transferred only after meeting with the Superintendent of schools and a representative of the Association, if requested by the transferred employee.

ARTICLE 6
JOB DESCRIPTIONS

The Board will notify the Association of any new job descriptions after they are written and will consult with the Association regarding the content of new job descriptions before they are implemented.

ARTICLE 7
NO STRIKE

1. Neither the Association nor any employee shall engage in, induce, support, encourage or condone a strike, sympathy strike, work-stoppage, concerted slowdown, withholding of service, sick-out or any interference with the mission of the Board. This Article shall be deemed to prohibit the boycott or refusal of over-time work.
2. The Association shall exert its best efforts to prevent or terminate any violation of Section One of this Article.
3. The Board agrees that during the life of this Agreement there shall be no lockouts.

ARTICLE 8
PERSONNEL RECORDS

1. Each employee, upon request, shall be permitted to examine and copy any and all materials in his/her personnel file during business hours. The Association may have access to any employee's records upon presentation of written authorization signed by the employee.
2. No written evaluation, reprimand or notice of other disciplinary action shall be placed in an employee's personnel file without notice to the employee. Delivery of a copy to the employee marked '*cc personnel file*' is adequate notice. Employees may make a written response to evaluations which are contained in their files.

ARTICLE 9
LEAVE PROVISIONS

The following leave provisions are adopted in recognition of the necessity for certain temporary absences from employment. However, such absences should occur only when absolutely necessary.

1. **Sick Leave:** Each full-time (35 hours per week or more) twelve-month employee receives fifteen (15) days of sick leave with pay during each full school year worked. Each full-time eleven-month employee receives thirteen (13) days of sick leave with pay during each full school year worked. Sick days shall be credited to employees' accounts on July 1st of each year, provided that such employees are employed on such date. For new employees, a pro-rated number of sick days shall be posted to each employee's account following the successful completion of the probationary period (based on the number of months remaining in the work year following the employee's date of hire). Unused sick leave shall accumulate to a maximum of one hundred eighty (180) days. Each sick leave may be used in the following cases:
 - (a) Personal illness;

- (b) Enforced quarantine of the employee in accordance with community health regulations;
- (c) Up to five (5) days (noncumulative) for sudden illness or injury in the immediate family (for purposes of this section, *immediate family* is defined as a parent, spouse, child or sibling who is actually domiciled in the household of the employee) or;
- (d) Medical treatment or diagnosis that cannot be scheduled outside of working hours.
- (e) Sick Bank: This privilege is available to those employees who have five or more years of service to the Board. When such an employee may have an extended period of disability which requires absence from his/her position beyond absences covered by accumulated sick days, that employee may request the Personnel Assistant to establish an Emergency Sick Bank. (Employees in the bargaining wishing to may contribute *up to* two days each of their accumulated sick days to this bank.) These days will be used exclusively by the applicant. Any unused days will revert to the contributors on a pro-rated basis.
- (f) Physical incapacity due to disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.
- (g) Up to three (3) sick days per year on snow days.

2. Personal Leave: The Superintendent may grant personal leave of up to three (3) days each year (non-cumulative) upon approval by the Secretary's Supervising Administrator for business which cannot be transacted outside of school hours. One of the three days may be taken with approval for a given date but no reason need be stated. Employees must request such leave, stating the reasons for the request at least 48 hours in advance. In cases of emergency, the employee may request such leave from the Administrator or in his/her absence, the Superintendent, upon return to work. Personal leave is to be used for personal business which cannot be transacted outside of school hours, including:

- (a) Legal business that requires the employee's attendance (e.g. house closing), provided that this clause shall not apply to any situation that shall arise due to the demands of outside employment;
- (b) Attendance at graduation exercises for self, spouse or children; or
- (c) Other pressing matters of an individual nature which cannot reasonably be attended to on non-work days.

The Superintendent may grant additional leave to employees who have exhausted their personal leave in bona fide cases of emergency. Personal leave may not be used to extend vacations or holidays. Under ordinary circumstances, personal

leave will not be granted for days immediately preceding or following a vacation or holiday.

3. Funeral Leave: The Superintendent may approve the following funeral leave without loss of pay or charge to other leave categories:
 - (a) Up to five (5) days in the event of death of a spouse, parent, sibling or child.
 - (b) Up to three (3) days in the event of the death of grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt or uncle.
 - (c) A maximum of one (1) day in the event of the death of a close personal friend.

In cases of suspected abuse, the Superintendent may require verification of date of death and relationship of deceased.

4. Jury Duty: An employee who is called to jury duty shall be eligible for leave at his/her base rate of pay less the jury fee, provided such employee gives written notice to the Superintendent within five (5) working days after he/she receives the call to jury duty.

5. Childbearing and Childrearing Leave

- (a) Childbearing Leave: Absences related to disability as a result of pregnancy, childbirth and related conditions shall be treated as any other physical disability. Such absences shall be with pay to the extent of accrued sick leave. Leave without pay beyond any accrued sick leave shall be available for such reasonable further period of time as a female employee is determined by a physician to be unable to perform the duties of her job because of pregnancy or conditions attendant thereto, such period normally not to exceed twelve weeks. Any paid or unpaid leave under this provision shall run concurrent to the leave provided for under the Family and Medical Leave Act (FMLA).

- (b) Childrearing Leave: The Board, in its discretion, may grant a leave of absence without pay for childrearing purposes for a period of up to the balance of the semester in which the child was born or adopted, and one additional full semester. Such leave shall be in addition to any period of childbirth leave, but shall be counted against any FMLA leave. For the purposes of this provision, July and August shall be considered as part of the first semester of the school year.

- (b) Childbearing and Childrearing leave shall be subject to the following provisions:

- (1) Except in cases of emergencies, employees requesting leave shall submit written notice not less than sixty (60) days prior to the last planned day of work.

- (2) Employees on such leave shall have the option to participate in the group insurance programs and pay the required premiums.
6. Leave for Work-Related Injury: The employee's sick leave will be used on a pro rata basis to compensate for the difference between the employee's normal salary and that received from Workers' Compensation.
7. Professional Leave: Upon occasion, it is in the interest of the school system for an employee to attend official meetings, training courses, seminars or conferences to improve the quality of service to the Mansfield Public Schools. Professional days for this purpose may be granted without loss of pay upon prior approval of the Supervising Administrator and the Superintendent of Schools
8. On rare occasions, an employee may have an extended period of disability for an unusual personal situation which requires absence from the position beyond absences covered by the leave policies. In such cases, the employee may apply to the Board for a leave of absence not to extend beyond the end of the current employment year (or, if within sixty days of the end of the current employment year, not to extend beyond the end of the next employment year). The Board shall have sole discretion to grant or deny each such request, as it may determine to be in the best interest of the school system. Employees on such leave shall have the option to participate in the group insurance program and pay the required premium.

ARTICLE 10

GRIEVANCE PROCEDURE

1. Definitions:
 - (a) "*Grievant*" is defined as any member of the bargaining unit and may include a group of employees similarly affected by a grievance or the Association. "*Board*" shall mean the Board, an agent of the Board or a committee of the Board, to be determined at the Board's option.
 - (b) "*Days*" are defined as days when school is in session, except that after school closes for the school year, "*days*" shall mean business days (Monday through Friday).
 - (c) "*Grievance*" shall mean a claim that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.
2. Time Limits:
 - (a) Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties.

- (b) If an aggrieved person does not file a grievance in writing with the appropriate administrator within ten (10) days after the event or condition giving rise to the grievance, then the grievance shall be considered waived.
 - (c) Failure at any step of this procedure to communicate a decision within the specified time limits shall be deemed denial of the grievance and shall permit the aggrieved person to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be deemed to be acceptance of the last decision rendered.
3. Informal Stage: If an employee feels that he/she may have a grievance, he/she may first discuss the matter with the appropriate supervising administrator in an effort to resolve the problem informally.
4. A. Step One - Supervising Administrator
- 1. If, following the Informal Step, the employee wishes to pursue the grievance, he/she shall present grievance in writing to his/her supervising administrator within ten (10) days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance.
 - 2. The administrator shall, within five (5) days after the receipt of the written grievance, render his/her decision and the reasons therefore in writing to the grievant.
- B. Step Two - Superintendent of Schools
- 1. If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after receipt of the decision at Level One, file his/her grievance with the Superintendent of schools.
 - 2. The Superintendent may, within ten (10) days after receipt of the grievance, meet with the grievant, witnesses and representatives of the Association for the purpose of resolving the grievance.
 - 3. The Superintendent shall, within ten (10) days after such meeting or receipt of the grievance if no meeting is held, render his/her decision and the reasons for it in writing to the grievant.
- C. Step Three - Board of Education
- 1. If the grievant is not satisfied with the disposition of his/her grievance at Step Two, he/she may within five (5) days of receipt of the decision at Step Two, refer the grievance to the Board Personnel Committee. The grievant shall forward to the Board

Personnel Committee a copy of the grievance decision at Steps One and Two with the referral.

2. Within ten (10) days after receipt of the appeal, the Board Personnel Committee shall meet with the grievant, a representative of the Association and the Superintendent for the purposes of resolving the grievance.
3. Within ten (10) days after such meeting, the Board Personnel Committee shall make a recommendation to the Board as to the disposition of the grievance. The Board shall render its decision and the reasons therefore in writing to the aggrieved person within five (5) days after the next regularly scheduled Board meeting.

D. Step Four - Arbitration

1. Within ten (10) working days after receipt of the Board's decision, the Union may submit the grievance to arbitration by so notifying the Board and the American Dispute Resolution Center, Inc. in writing. Arbitration shall proceed in accordance with the rules of the American Dispute Resolution Center, Inc.
2. The arbitrator shall have no power in any matter to make an award which amends, adds to, subtracts from, or eliminates any provision of this Agreement. He/she shall be bound by, and must comply with, all terms of this Agreement.
3. The arbitrator shall, within thirty (30) working days after the hearing, render his/her decision in writing to the parties in interest, setting forth his/her findings of fact, reasoning, and conclusions. Such decision shall be binding on all parties.
4. The Board shall pay fifty percent (50%) and the Association shall pay fifty percent (50%) of the costs of the arbitrator's fee.
5. No employee may proceed to Step Four on his/her own; only the Association may submit a grievance to arbitration.
6. Either party may request mediation services from the State Board of Mediation and Arbitration.

ARTICLE 11
LAYOFF, RECALL, REDUCTION OF HOURS

1. Layoff: The Board has the sole and exclusive prerogative to eliminate or reduce the hours or positions in the bargaining unit in the course of implementing the education interests of the state. When the Board determines that such a reduction in work force or work hours is required, the reduction shall be made in the following manner:

- A. Prior to dismissing employees under this procedure, the Board will give due consideration to its ability to effectuate position elimination and/or reduction in staff by:
 1. Voluntary retirement(s) within the present staff
 2. Voluntary resignation(s) within the present staff
 3. Transfer(s) of the existing staff members
 4. Voluntary leave(s) of absence
- B. In the event that a position is eliminated or reduced in hours, the elimination or reduction shall first apply to temporary and/or probationary employees within the affected job classification.
- C. The Board first shall identify the position to be eliminated or reduced in hours by school and job classification. The employee occupying that position shall be notified at least two (2) weeks prior to the effective date of the elimination or reduction in hours.

Within one (1) week following such notice, the employee may elect: (i) if full-time (20 hours or more) to displace the least senior employee in a full-time position in the same or a lower job classification; or (ii) if part-time (less than 20 hours) to displace the least senior employee in a part-time position in the same or a lower job classification; or (iii) if least senior full-time employee in the job classification, to displace the least senior part-time employee in the same or a lower job classification.

If there is no available vacant position, the displaced employee shall receive a notice pursuant to this section.

- D. Applying the criteria set forth in Paragraph C above to the general classification in which a reduction occurs, the Superintendent shall identify the employee for layoff in a recommendation to the Board.
2. Nothing in this Article shall require the promotion of an employee into a position of higher rank, authority or compensation.
 3. Whenever a recall of employees is required, the recall shall be made within classification in the inverse order to the reduction procedure followed in Section 1. Employees shall retain recall rights for a period no longer than one (1) calendar

year from the effective date of layoff. Notice of recall shall be sent to the last known address of the employee, return receipt requested, at least seven (7) calendar days before he/she returns to work. The employee shall accept or reject the appointment in writing with seven (7) days after receipt of such notice. If the employee rejects the appointment offer or fails to respond within seven (7) days of receipt, the employee shall forfeit seniority and shall no longer be eligible for recall.

4. An employee who has been laid off and is subsequently rehired within the recall period shall receive full credit for accumulated sick leave, seniority and step placement earned prior to layoff.
5. Reduction in Hours: In the event of a reduction in work force or working hours, the Board will notify the Association prior to any notification of employees. The Board will notify the affected employees in writing at least two (2) weeks before the reduction.

ARTICLE 12 VACATION

1. Vacation Leave: Vacation shall be credited to each eligible employee's account on July 1 of each year, provided that such employees are employed on such date. For new employees, a pro-rated number of vacation days shall be posted to each employee's account following the successful completion of the probationary period (based on the number of months remaining in the work year following the employee's date of hire).

- A. Full-time twelve-month employees: Full-time twelve-month employees who have completed six (6) months of employment are eligible for vacation leave as follows:

Length of Continuous Service	Earned Vacation Leave
1-5 years	10 days
6-10 years	15 days
11 years or more	20 days

- B. Full-time eleven-month employees: Full-time eleven-month employees who have completed six (6) months of employment are eligible for vacation leave as follows:

Length of Continuous Service	Earned Vacation Leave
1-5 years	6 days
6-10 years	8 days
11-15 years	10 days
16 years or more	11 days

For the purposes of this section, a "full-time" employee shall be defined as an employee whose regular work week is thirty-five hours or more.

- C. Part-time employees: Part-time employees shall not receive vacation leave. For the purposes of this section, a "part-time" employee shall be defined as an employee whose regular work week is less than thirty-five hours.

For all full-time twelve-month and eleven-month employees, vacation requests must be approved in advance and shall be subject to staffing concerns.

2. Persons employed prior to July 1 will be allowed the proportion of vacation days earned with a partial year of employment.
3. Vacation Scheduling: Employees shall apply for vacation leave to their administrator in accordance with the Provisions of Article 10. Vacations shall be scheduled by each administrator in accordance with group requirement, (i.e. in such a manner as to insure completion of work schedules.)
4. Request for Vacation: In order to assure the orderly performance and continuity of those services provided by those employees and their respective groups, each employee wishing to schedule a vacation should request such vacation leave as far in advance as reasonably possible but usually ten (10) days in advance of the requested vacation period. In order to better assure that their vacations may be scheduled when they want them, employees should actually request their vacation as many months in advance as possible.

Persons whose employment year is July 1 to June 30 are encouraged to take earned vacation during the summer, preferably between July 1 and August 31. Upon approval by the employee's immediate supervisor, vacation may be taken during the school year.

5. Accrual of Vacation Leave: No more than seven (7) days vacation may be carried over from one contract year to another.
6. Break in Service: Vacation leave shall be determined by the length of continuous service. For purposes of computing vacation leave, employees who leave the Board service voluntarily and are later restored shall be considered as new employees.
7. Transfer: An employee who is transferred between locations or groups shall retain all accrued vacation credits.
8. Holiday Celebrated During Vacation Leave: If a holiday falls on a day an employee is on vacation or sick leave, such a day shall be charged as a holiday and not deducted from vacation or sick leave.
9. Use of Vacation Credit: An employee may take earned vacation leave during the year with proper authorization except that no employee may take vacation leave of less than one-half the normal workday. Since the purpose of vacation leave is rest and relaxation, no additional salary shall be paid an employee in lieu of

vacation except in the most unusual cases and with the approval of the Superintendent of schools.

10. Sickness While On Vacation: An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless the illness: (a) exceeds three vacation days; (b) disrupts the vacation; (c) is not the direct result of vacation activities; and (d) the employee files a physician's certificate, describing the nature and duration of the illness, with his/her administrator.
11. Payment of Vacation Leave: When an employee voluntarily discontinues his/her service with the Board, he/she will be paid for all accrued vacation time.

ARTICLE 13

HOURS OF WORK AND OVERTIME

1. Employees shall be compensated for all assigned work including authorized work outside of regular assigned hours as follows:
 - (a) All work performed in excess of forty (40) hours in a single work week shall be paid at 1-1/2 times the employee's regular hourly rates.
 - (b) All work performed in excess of thirty-five (35) hours but less than forty (40) hours in a single work week shall be paid at the employee's regular hourly rate.
2. Except for emergency situations or, in the opinion of the supervising administrator, compelling circumstances, employees shall be notified of general schedule changes at least two (2) weeks in advance.
3. Employees are eligible for one, paid ten-minute rest period (breaks) for each four hours of scheduled work time. Employees working a full workday (eight hours) are eligible for two breaks. Such breaks shall be scheduled by the supervising administrator. The supervising administrator may permit the employee to take a single twenty (20) minute break per day if appropriate. During the very busiest season and at other special times, it may not be possible to schedule customary break periods.
4. Employees will receive notification of their daily hours and work year by July 1 of each contract year. Such schedules are subject to change at the discretion of the Board.
5. All employees shall have a non-paid uninterrupted duty-free lunch daily of 30 minutes duration.

ARTICLE 14

HOLIDAYS

1. Holiday Leave for Eleven- and Twelve-Month, Full Time Employees.

Working calendars approved by the Board are issued annually reflecting the thirteen holidays granted with pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	The Friday following Thanksgiving Day
Independence Day (July 4 th)	Christmas Day
One floating holiday to be determined by the Board.	

For the purposes of this section, a "full-time" employee shall be defined as an employee whose regular work week is thirty-five hours or more.

If a full-time, 11-month employee works a schedule that does not include Independence Day (July 4th), the employee shall receive an additional floating holiday to be determined by the Board.

If school closes early for students prior to Thanksgiving and Christmas, employees shall work a six-hour day on a schedule to be determined by their supervisor.

2. Holiday Leave During Sickness or Vacation. If a holiday falls on a day an employee is on vacation or sick leave, such a day shall be charged as a holiday and not deducted from vacation or sick time.
3. Holiday Leave for Part-Time Employees. Part-time employees shall not be eligible for holiday leave.

For the purposes of this section, a "part-time" employee shall be defined as an employee whose regular work week is less than thirty-five hours.

ARTICLE 15

MILITARY LEAVE

An employee who participates in reserve military training, or who is drafted or enlisted in the armed services, shall give his/her administrator sufficient advance notice and shall provide such administrator a copy of his/her military orders. Military leave and any applicable pay differential shall be granted in accordance with state and federal laws.

ARTICLE 16
INSURANCE BENEFITS

1. Health Insurance

Each regular full-time employee may select coverage under one of the following health insurance plans:

A. PPO Plan

For regular full-time employees electing coverage under the PPO plan, the Board and the employees shall pay the following percentages of the costs for coverage under the PPO plan:

<u>Effective Date</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
7/1/18-12/31/18	80.5%	19.5%

Effective January 1, 2019, the PPO plan will no longer be offered to employees.

The PPO plan provided by the Board through December 31, 2018, will include the following elements:

Co-payments for in-network services	
OV co-payment & outpatient services	\$0 preventive care \$25 PCP \$25 specialists (including allergists) \$25 for outpatient services (including mental health, substance abuse, PT, OT, speech, chiro, short-term rehab)
Urgent Care	\$50
ER	\$75
Outpatient hospital services	\$150
In-patient hospitalization	\$300
Out-of-network services	
Deductibles	\$400/800/1000
80-20 Co-insurance, subject to the following out-of-pocket maximums	\$2000/4000/5000
Lifetime maximum benefit	\$1,000,000
Prescription Coverage	\$10/20/30 public sector formulary, \$3,000/year max, 2x co-payment for mail order (3-mo. supply).

B. HDHP/HSA Plan

Effective January 1, 2019, the HDHP/HSA plan shall become the sole plan offered. For regular full-time employees electing coverage under the HDHP/HSA plan, the Board and the employees shall pay the following percentages of the costs for coverage under the HDHP/HSA plan:

<u>Contract Year</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
2018-2019	87.5%	12.5%
2019-2020	87.0%	13.0%
2020-2021	86.5%	13.5%

The HDHP/HSA plan provided by the Board will include the following elements:

<u>Cost Shares Provisions</u>	<u>In-Network</u>	<u>Out-of Network</u>
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Co-insurance	100%	20/80% after deductible, up to co-insurance maximum
Annual Out-of-Pocket Maximum Co-insurance	\$2,000 individual coverage/\$4,000 family coverage	\$4,000 individual coverage/\$8,000 family coverage
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense/100% after deductible	

The Board will contribute fifty percent (50%) of the applicable HDHP/HSA deductible amount. The Board's contribution toward the HDHP/HSA deductible will be deposited into the HSA accounts throughout the course of the year, on the employing Board's payroll dates. The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HDHP/HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HDHP/HSA deductible for retirees or other individuals upon their separation from employment. The amount of the Board's contribution towards the deductible for new hires or employees joining the plan due to a qualifying event will be prorated based upon the month that covering in the plan begins.

3. The Board and the employees shall pay the following percentages of the costs for individual coverage under the dental plan offered by the Board, for each full-time employee:

<u>Contract Year</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
2018-2019	78.5%	21.5%
2019-2020	77.5%	22.5%
2020-2021	76.5%	23.5%

Full-time employees may purchase dental coverage for their eligible dependents, provided that the additional cost for such dependent dental coverage (above the cost for individual coverage) shall be borne 50% by the Board and 50% by the employee.

4. For the purposes of this section, a "full-time" employee shall be defined as an employee whose regular work week is thirty-five (35) hours or more.
5. The Board will make available to the secretaries a Section 125 plan for payment of the following qualified expenses on a pre-tax basis:
 1. Insurance premium contribution
 2. Dependent care assistance up to the maximum per calendar year in accordance with applicable law.
 3. Supplemental medical expense reimbursement up to the maximum per calendar year, in accordance with applicable law.

ARTICLE 17 **RETIREMENT**

1. Retirement and Pension. Eligible employees who work twenty (20) hours or more each week shall continue to be covered under the Municipal Employee Retirement Fund (MERF) Plan B. This section shall not be subject to the grievance provisions of this Agreement.
2. Retiring employees shall have the option to receive \$10 per day for each unused sick day, to a maximum of 180 days, after 10 years of service in the employment of the Board or \$50 for each year of service in the Mansfield Public Schools.

ARTICLE 18 **WAGES**

1. The wages for positions covered by this Agreement are provided in Appendix A, which is attached hereto and made a part of this Agreement. Newly hired secretaries shall be placed by the Superintendent at the step which he/she judged to be appropriate, based on the secretary's experience and skills. Newly hired employees shall not be placed at a step higher than one occupied by a current employee with equivalent in-district experience.

2. A salary notification will be given to each employee at least thirty (30) days prior to July 1st.
3. Employees will be paid bi-weekly.
4. An employee may elect to have a portion of his or her salary deposited into a tax-sheltered annuity designated by the employee from the available five (5) tax sheltered annuity vendors selected by the Board. The Board agrees to provide payroll deductions for annuities for those employees filing a form no later than thirty (30) days prior to the effective date of the change.

ARTICLE 19 **DISCIPLINARY ACTION**

1. The Board shall discipline employees for just cause. Discipline may include but is not limited to written reprimand, suspension or dismissal, depending on the nature and seriousness of the offense.
2. The Board will give written reasons for all suspensions and discharges to the affected employee within three (3) days after the suspension or discharge, except in cases of emergency, in which case written reasons will be supplied as soon as possible.
3. An employee who is being interviewed concerning an incident which may subject him/her to disciplinary action may have an Association representative present. If the employee decides during such an interview he/she needs a representative, the meeting will be rescheduled within a reasonable time so that an Association representative can be present.

ARTICLE 20 **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 affected article shall be severed from the Agreement. The validity of the remaining articles of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no article herein shall become inoperative or fail by reason of the invalidity of any other article, and the parties do hereby declare that they would have severally approved of and adopted the articles contained herein, separately and apart from the others. The parties agree to meet promptly to negotiate a substitute for any invalidated Article.

ARTICLE 21
COMPLETE AGREEMENT

It is understood and agreed that this Agreement contains the complete agreement of the parties, and that it may be amended or altered only by mutual agreement in writing signed by the parties. The Board and the Association agree that each had a full opportunity to raise issues, and that all matters to be included in this Agreement have been presented, discussed and incorporated herein or rejected. Accordingly, it is agreed that for the life of this Agreement each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to in this Agreement.

ARTICLE 22
MISCELLANEOUS

1. The Board shall reimburse those employees who are required to take a physical as a condition of initial or continued employment with the school system, and who refuse to be examined by the school medical advisor, for the cost of such physical examination by a private physician, if the employee's insurance will not cover the cost. Requests for reimbursement shall be processed upon presentation of medical certificate and proof of payment.
2. If the Board or the Administration requires an employee to use his/her automobile for authorized Board business, the employee shall be reimbursed for mileage at the current IRS rate. IRS rate changes shall take place within thirty (30) days of published rate changes.

ARTICLE 23
NONDISCRIMINATION

All provisions of this Agreement apply equally to all employees without discrimination on the basis of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, marital status, physical disorder, or present or past history of mental disorder. The proper forum to determine claims of discrimination is the Connecticut Commission on Human Rights and Opportunities. This Article shall not be subject to the grievance procedure.

ARTICLE 24
INDEMNIFICATION

The Board shall protect and save harmless employees in accordance with Section 10-235 of the Connecticut General Statutes. This Article shall not be subject to the grievance and arbitration provisions of Article 11.

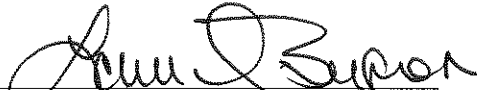
ARTICLE 25
DURATION

1. This Agreement shall take effect upon signing and remain in full force and effect until the thirtieth day of June, 2021. This Agreement shall remain in full force and be effective during the period of negotiations over a successor Agreement.
2. Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor agreement; however, neither party shall be obligated to take part in any such collective bargaining session prior to September 1, 2020.

IN WITNESS WHEREOF, the parties hereto have cause, this agreement to be executed by their duly authorized representatives this 13th day of June, 2018.



MANSFIELD BOARD OF
EDUCATION



MANSFIELD PUBLIC SCHOOLS
SECRETARIES' ASSOCIATION

SALARY SCHEDULES:

2018-2019

Step	Hourly
1	19.51
2	20.40
3	21.30
4	21.94
5	22.59

2019-2020

Step	Hourly
1	19.90
2	20.81
3	21.73
4	22.38
5	23.04

2020-2021

Step	Hourly
1	20.30
2	21.23
3	22.16
4	22.83
5	23.50