MANSFIELD BOARD OF EDUCATION

COLLECTIVE BARGAINING AGREEMENT

WITH CSEA/SEIU, LOCAL 2001, CTW ON BEHALF OF THE MANSFIELD PARAEDUCATORS

July 1, 2023 – June 30, 2026

September 14, 2023
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PREAMBLE

This Agreement is made and entered into by and between the Mansfield Board of Education (hereinafter referred to as the "Board") and CSEA/SEIU, Local 2001, CTW (hereinafter referred to as the "Union" on behalf of the Mansfield Paraeducators).

ARTICLE I
Recognition/Definitions

1. The Board recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining over wages, hours and other conditions of employment for a bargaining unit consisting of all Paraeducators employed by the Mansfield Board of Education, excluding temporary and substitute employees and other employees excluded by the Municipal Employee Relations Act, Conn. Gen. Stat. 7-467 et seq. (the "Act"). Per affiliation vote taken May 7, 2003.

2. As used in this Agreement, the term "regular full-time employee" means an employee who is regularly scheduled to work at least thirty (30) hours per week in a bargaining unit position.

3. As used in this Agreement, the term "regular part-time employee" means an employee who is regularly scheduled to work at least twenty (20) but fewer than thirty (30) hours per week in a bargaining unit position.

4. As used in this Agreement, the term "other part-time employee" means an employee who is regularly scheduled to work fewer than twenty (20) hours per week.

5. As used in this Agreement, the term "days" shall mean business days, unless otherwise expressly specified in this Agreement.

6. For the purposes of this Agreement, the names Paraeducator and Paraprofessional shall have the same meaning.

7. Temporary employee shall be defined as an employee who is scheduled to work for a finite period. This finite period shall last not more than ninety (90) working days.

8. Substitute employee is an employee hired to take the place of a member on leave, with the expectation that member will be returning.

ARTICLE II
Board Prerogatives

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 of Education and direction of the working forces, including, but not limited to those rights provided by 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 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, furlough, 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 Board.

(f) To establish contracts or subcontracts for the Board's operations, provided that this right shall not be used for the purpose or intention of undermining the Union or its members.

(g) 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, and to discipline employees as determined to be appropriate by the Board.

(h) To create job specifications and revise existing job specifications.

(i) To determine the work schedules for employees.

2. The above rights, responsibilities and prerogatives are inherent in the Board of Education and the Superintendent by virtue of statutory and charter provisions and are not subject to delegation in whole or in part.

3. The aforementioned Board rights shall be enforced so long as they are not altered or amended by other sections of this agreement. If a conflict exists, these rights shall be superseded by the specific language of the agreement.

ARTICLE III
Vacancies and Transfers

1. A job vacancy is defined as an opening or new position within the bargaining unit.

2. The decision to fill a vacancy, and the manner of filling vacancies, shall be solely within the discretion and control of the Board, except as otherwise provided by the specific provisions of this Agreement.

3. All job vacancies shall be posted in each school and at the office of the Board of Education for a period of at least five (5) working days and emailed to all bargaining unit members on their District email account. Vacancies which occur during the summer recess will be posted at the Central Office, school offices, and e-mailed to all bargaining unit members at their District email account. The Board shall have the right to advertise such vacancies outside the bargaining unit simultaneously. Employees desiring to apply for appointment to a job vacancy shall file a written application with the Superintendent's office within the time limit specified in the posting. All qualified bargaining unit members who apply for a position shall be granted an interview prior to outside applicants.

4. At the end of the application period, the Board shall have the right to select the applicant (from within or outside the bargaining unit) who is most qualified for the position, based upon their skills, educational background, and work experience as determined at the discretion of the Superintendent. If two bargaining unit members are equally qualified, the bargaining unit member with the greater district-wide seniority based on date of hire shall be awarded the position.

5. The Chapter President shall receive a copy of the job vacancy at the same time it is posted. Notice of filling of a vacancy and the wages given shall be sent to the Chapter President within five (5) working days after the vacancy is filled.

6. Members of the unit who wish to transfer to a position vacancy shall file a written statement of such desire with the superintendent not later than 4:00 p.m. of the last

day indicated on vacancy posting(s). Such statement shall include the school(s) and position(s) to which the member wishes to be transferred.

7. Any member of the bargaining unit wishing to be transferred to another school or job assignment for the following school year must file a written request to the Superintendent, by May 1st each school year.

8. An involuntary transfer or the reassignment of a bargaining unit member to another school, position, or from one category to another, shall not occur unless the member is given advance written notice of five (5) working days, except in an emergency situation.

ARTICLE IV
No Strike

1. Neither the Union nor any employee shall engage in, induce, support, encourage, or condone a strike, sympathy strike, work-stoppage, slowdown, concerted withholding of service, sick-out or any interference with the mission of the Board of Education. This Article shall be deemed to prohibit the concerted boycott or refusal of overtime work.

2. The Board agrees that during the life of this Agreement, there shall be no lock-out.

ARTICLE V
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. A request for leave must be completed for any of the following leaves except sick leave. An employee may only be out of work if on approved leave, as described in this Article or consistent with State or Federal law. In the event that any provision of this Article is inconsistent with any applicable statute concerning family and medical leave, the provisions of the statute shall be controlling.

1. Sick Leave:

Each regular full-time and regular part-time employee receives fifteen (15) days of sick leave with pay during each school year worked. These fifteen (15) days shall be accumulated pro-rata from the first day of employment in the year, with employees starting at the beginning of the school year accruing fifteen (15) days immediately,

and employees hired later in the school year accruing fifteen (15) days immediately, less one and one-half days for each month since the commencement of the school year. Unused sick leave shall accumulate to a maximum of one hundred and eighty (180) days.

Each other part-time employee receives five (5) days of sick leave with pay during each school year worked. These five (5) days shall be accumulated pro-rata from the first day of employment in the year, with employees starting at the beginning of the school year accruing five (5) days immediately, and employees hired later in the school year accruing five (5) days immediately, less one half-day for each month since the commencement of the school year. Unused sick leave shall accumulate to a maximum of thirty (30) days.

Sick leave may be used for the following purposes:

(a) Personal illness;

(b) Enforced quarantine of the employee in accordance with community health regulations;

(c) Not more than eight (8) 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, sibling or other person(s) actually domiciled in the household of the employee; or

(d) Medical treatment or diagnosis that cannot be scheduled outside of working hours.

2. Personal Leave: The Superintendent may grant personal leave of up to three (3) days of paid personal leave each year to regular full-time and regular part-time employees, all of which can be used as non-specified private day. Personal leave may be taken in ½ day increments. Employees must request such leave at least three (3) working days in advance, except in emergencies. Personal leave is to be used only for personal business which cannot be transacted outside of school hours, including:

(a) Legal or financial 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) Marriage (self, children, parents, or siblings);

(c) Attendance at graduation exercises for self, spouse, or children; or

(d) Observance of religious holy days.

(e) Other pressing matters which are unavoidable and beyond the employee's control.

Personal leave may not be used to extend a school recess or holiday. Under ordinary circumstances, personal leave will not be granted for days immediately preceding or following a school recess or holiday.

3. Professional Development. An employee may either be required by the Superintendent and/or their designee, or the employee may apply to the building principal or Superintendent and/or their designee to attend appropriate staff meetings, professional development days or conferences relating to their job performance. At no cost to the employee, paraeducators shall be annually required to participate in a program of professional development arranged by the Board which is eighteen (18) hours in length.

   The final decision as to whether the employee shall be allowed to attend such meeting or conference shall reside with the Superintendent, building principal or designee.

   The Board will reimburse any employee for all approved expenses in connection with meetings or conferences that have been approved in advance, inclusive of mileage at the current IRS rate.

4. Funeral Leave: For all bargaining unit employees, the Superintendent may approve the following funeral leave without loss of pay or charge to other leave categories:

   (a) Up to five (5) days per occurrence in the event of death of a spouse, child, or parent.

   (b) Up to three (3) days per occurrence in the event of the death of a sibling, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, or sister-in-law.

   (c) One (1) day per occurrence for a person with whom the staff member has a close personal relationship.

   The Superintendent may require verification of date of death and relationship of deceased.

5. Jury Duty: A bargaining unit member who is called to jury duty shall be eligible for leave at their base rate of pay less the jury fee, provided such employee gives written notice to the Superintendent within five (5) working days after they receive the call to jury duty.

6. Maternity Leave: An employee who is pregnant shall receive a leave of absence for the reasonable period of physical disability due to childbirth. Upon return, the employee shall be assigned to her former position or a position with equivalent pay. Such leave shall be treated the same as any other short-term disability, and shall be

with pay to the extent of accumulated sick leave. Maternity leave will be counted towards an employee's entitlement to leave under the Family and Medical Leave Act.

7. Unpaid leaves of absence. An employee may request unpaid leave upon exhaustion of accumulated paid leave. Any requests for unpaid leave must be submitted to the Superintendent at least thirty (30) days in advance, except in emergencies. The denial of any such request by the Superintendent shall not be subject to the grievance procedure.

   Employees working at least six (6) months of the school year prior to their unpaid leave of absence will return at the next step placement. Employees working less than six (6) months of the school year prior to their unpaid leave of absence will return at the step placement at the time of their departure.

8. Family Medical Leave Act leave shall be provided in accordance with State and Federal law.

9. Employees who are eligible to receive benefits for temporary total disability under the Workers' Compensation Act will be permitted to make up the difference between such workers' compensation benefits and their regular net pay by charging the difference to their accumulated sick leave on a pro-rated basis.

10. Emergency Sick Bank. On the rare occasion when an employee with five (5) years of completed service with the Board may have an extended period of disability which requires absence from their position beyond absences covered by accumulated sick days, that employee may request the Paraeducator Chapter President to establish an Emergency Sick Bank on their behalf. Only employees with five (5) years of service may contribute up to five (5) days each of their accumulated sick days to the bank per request. The recipient shall be compensated at a Step 1 wage level. These days will be exclusively used by the applicant. Any unused days will revert to the contributors on a pro-rated basis. Eligible employees may apply once per school year.

11. Two (2) Chapter officers or delegates from the bargaining unit shall receive one (1) day off to attend CSEA or SEIU conventions, conferences or workshops. One (1) of the two (2) officers or delegates shall receive such time off without loss of pay.

ARTICLE VI
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 Union.

(b) "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) working days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance, then the grievance shall be considered waived. During the summer months, the term working days shall be defined as days on which the Superintendent's office is open for business.

(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 and shall constitute a waiver of the right to proceed further with the grievance.

3. Informal Step:

(a) If an employee feels that they may have a grievance, they may first discuss the matter with the building principal in an effort to resolve the problem informally.

(b) If, after such discussion, the employee is not satisfied with the disposition of the matter, they shall have the right to have the Chapter representative assist them in further efforts to resolve the problem informally with the building principal.

4. (a) Step One -Building Principal

1. If the employee and/or the Union wishes to pursue the grievance, they shall present the grievance in writing to the building principal within ten (10) working days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance.

2. The building principal shall, within seven (7) working days after the receipt of the written grievance, render their decision and the reasons therefore in writing to the grievant, by registered or certified mail or hand delivery. A copy shall be sent to the Chapter President.

3. In the event that a filed grievance is institutional (affecting the entire unit, or group of unit members), then the parties may agree that said grievance be filed directly to Step 2.

(b) Step Two - Superintendent of Schools

1. If the grievant is not satisfied with the disposition of their grievance at Step One, they may, within five (5) working days after receipt of the decision at Step One, file their grievance with the Superintendent of Schools.

2. The Superintendent may, within ten (10) working days after receipt of grievance, meet with the grievant, witnesses, and local chapter representatives of the Union for the purpose of hearing the grievance.

3. The Superintendent shall, within ten (10) working days after such meeting, or receipt of the grievance if no meeting is held, render their decision and the reasons for it in writing to the grievant. A copy shall be sent to the Chapter President.

(c) Step Three - Board of Education

1. If the grievant is not satisfied with the disposition of their grievance at Step Two, they may, within five (5) working days of receipt of the decision at Step Two, refer the grievance to the Board. The grievant shall forward to the Board copies of the grievance and the Step One and Two responses with the referral.

2. Within twenty (20) working days after receipt of the appeal, the Board, or a Committee of the Board, shall meet with the grievant, a representative of the Union, and the Superintendent for the purposes of resolving the grievance.

3. Within thirty (30) working days after such meeting, the Board shall render its decision and the reasons therefore in writing to the grievant, with a copy to the Union representative.

(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 State Board of Mediation and Arbitration in writing. Arbitration shall proceed in accordance with the rules of the State Board of Mediation and Arbitration.

2. The arbitrator shall hear and decide only one grievance in each case, unless otherwise agreed by the parties. 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. They 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 their decision in writing to the parties in interest, setting forth their findings of fact, reasoning, and conclusions. Such decision shall be binding on all parties.

4. The Board shall pay fifty percent (50%) and the Union shall pay fifty percent (50%) of the costs of the arbitrator's fee.

5. No employee may proceed to Step Four on their own; only the Union may submit a grievance to arbitration.

6. Either party may request mediation services from the State Board of Mediation and Arbitration.

5. Grievance hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for the grievant and a Union representative to attend. If such grievance hearings are held during school hours, the grievant and a Union representative shall be excused without loss of pay.

ARTICLE VII
Insurance Benefits

1. Health Insurance

Each regular full-time employee may select coverage under the HDHP plan which shall be the sole plan offered by the Board.

A. High Deductible Health Plan/HSA Plan

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

Effective	Board Contribution	Employee Contribution
July 1, 2023 - June 30, 2025	87.0%	13.0%
July 1, 2025 – June 30, 2026	86.5%	13.5%

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

Cost Shares Provisions	In-Network	Out-of Network
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 HSA Plan deductible amount. The Board's contribution toward the HSA Plan deductible will be deposited into the HSA accounts with the first payroll date in January. The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the 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 HSA Plan 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 coverage in the plan begins. For example, if a new hire or employee enrolls in the plan for single coverage, and coverage begins in August, they would receive a contribution equivalent to the total Board contribution amount, divided by 12 months, multiplied by 5 months (ex: (($1,000/12)*5)-$417).

Regular part-time employees may participate in the health insurance coverage described above, provided that such employees pay fifty percent (50%) of the premiums for such coverage.

Other part-time employees may participate in the health and life insurance coverage described above, provided that such employees pay one-hundred percent (100%) of the premiums for such coverage, subject to the approval of the carrier and subject to any and all eligibility requirements established by the insurance carrier(s), as may be modified from time to time.

2. Life Insurance

For all regular full-time employees, the Board shall provide and pay for a group life and accidental death and dismemberment policy in the amount of $20,000.

For all regular part-time employees, the Board shall provide and pay for a group life and accidental death and dismemberment policy in the amount of $10,000.

For all other part-time employees, the Board shall provide and pay for a group life and accidental death and dismemberment policy in the amount of $5,000.

3. Section 125 Plan

The Board will make available to bargaining unit members a Section 125 plan for payment of the following qualified expenses on a pre-tax basis:

1. Insurance premium contribution.
2. Dependent care reimbursement 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.

4. Dental Insurance.

Full-time and regular part-time employees may participate in individual dental insurance coverage, provided that employees pay fifty percent (50%) of the premiums for such coverage. In addition, full-time and regular part-time employees may purchase dental coverage for their eligible dependents, provided that the additional cost for such dependent dental coverage be borne at one hundred (100%) by the employee.

5. Change of Carriers/Plans

The Board shall have the right to change carriers/plans for any of the insurance benefits provided that the overall level of benefits, when considered as a whole, remains generally comparable.

ARTICLE VIII
Wages

1. Employees shall be paid wages in 2023-2024 according to the salary schedule attached as Appendix A, Section 1.

2. Employees shall be paid wages in 2024-2025 according to the salary schedule attached as Appendix A, Section 2.

3. Employees shall be paid wages in 2025-2026 according to the salary schedule attached as Appendix A, Section 3.

4. An employee may elect to have a portion of their 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.

5. Employees shall be paid biweekly for all hours actually worked.

6. Employees shall be paid straight time pay for all hours actually worked up to forty (40) hours per week and time and one-half pay thereafter. The Board will include only holiday time and time actually worked by an employee in calculating hours worked for the purposes of overtime. With the exception of holiday time, all time paid but not worked will not be included in calculating hours worked for the purpose of overtime. For the purpose of calculating holiday time for overtime purposes, an employee shall be credited with the number of hours per day that represents the employee's normally scheduled work day. A Middle School employee who is requested to work Memorial Day, or other similar event occurring outside normal

work hours or days will receive time and one-half for hours worked on that day, for a minimum of (two) 2 hours plus holiday time, if applicable, according to Article 10.

7. In the event that, due to inclement weather, school closes earlier than originally scheduled or begins later than originally scheduled, employees shall receive payment for a full day's pay.

8. Only Paraeducators who meet the State qualifications for substitute teaching may substitute for a teacher. In the event a Paraeducator consents to substitute for a teacher, they shall be paid their regular hourly rate and $30.00 stipend for substituting from three to six hours or the regular substitute teachers rate, whichever is higher. They shall be paid their regular hourly rate and a $15.00 stipend for substituting from one to three hours.

9. All Paraeducators are able to cover a class for a teacher for no more than one hour or while the teacher is absent for a short period of time. When this occurs, the Paraeducator cannot instruct students without being under the direct supervision of a certified teacher. In this situation, a Paraeducator continues to be paid at their regular salary.

10. The district will pay the testing fee on one occasion per employee for employees required to take the ParaPro Assessment test under No Child Left Behind (as determined by the Superintendent).

11. In placing incoming Paraeducators on the wage schedule, the Superintendent may give credit for previous Paraeducator or teaching experience in public, private and parochial schools, provided that such experience shall have been continuous service of at least one-half of any school year. Intermittent or short-term substitute Paraeducator or teaching service will not be credited as previous Paraeducator teaching experience. The Superintendent may also grant credit on the wage schedule to an incoming Paraeducator for any other type of experience deemed relevant to service as a Paraeducator in Mansfield.

ARTICLE IX
Retirement

1. The Board and all employees working twenty (20) or more hours per week shall participate in the Municipal Employees Retirement Fund B, according to the rules and procedures of the Municipal Employees Retirement System, Fund B.

2. For employees hired on or before July 1, 2017, and in addition to the MERF Retirement Fund B, after at least 10 years of employment for the Mansfield Board of Education, Paraeducators who have provided two (2) weeks advance written notice

in accordance with Article XI, Resignations shall be eligible for $10.00 per day of unused sick leave, up to a maximum of 180 days.

3. After retirement, employees may participate in the health insurance plan(s) offered by the Board until the employee reaches Medicare eligibility at their own expense, subject to any restrictions imposed by the health insurance carrier(s).

ARTICLE X
Holidays

1. Employees shall receive Indigenous People's Day, Thanksgiving, the day after Thanksgiving, Christmas, New Years Day, Martin Luther King Day, Presidents Day, Memorial Day, Labor Day, and a floating holiday to be used during April break as paid holidays.

2. In the event that the Board schedules school on any of the days set forth above, the Board will designate an alternative holiday.

ARTICLE XI
Resignations

1. A written notice of resignation should be filed with the Superintendent or their designee, up to one (1) month but at least two (2) weeks before said resignation whenever possible in advance of separation.

ARTICLE XII
Discipline/Discharge

1. The Board shall discipline employees for just cause. Discipline may include but is not limited to oral warnings, written warnings, suspensions or discharge.

2. The Board will give written reasons for all written warnings, suspensions and discharges to the affected employee at the time of the written reprimand, suspension or discharge, except in cases of emergency in which case written reasons will be supplied as soon as possible. If the employer disciplines an employee in accordance with the provisions of this agreement, it shall be done in private.

ARTICLE XIII
Access to Buildings

1. The Union may use school buildings without cost for meetings with bargaining unit employees, provided it makes written application to the Facilities Use Secretary at least two (2) weeks before the date of intended use, and provided further that use is approved by the building principal and Superintendent. Such authorization shall not be unreasonably withheld. In extraordinary circumstance where less than two weeks' notice is possible, the Union may make application directly to the Superintendent who will use best efforts to locate appropriate school facilities for such meetings.

ARTICLE XIV
Travel Reimbursement

1. If the Board of Education or the Administration requires that an employee use their automobile for Board of Education business, the employee shall be reimbursed for mileage at the IRS approved rate.

ARTICLE XV
Hours of Work/Assignments

1. Paraeducators already in the school system shall receive notification of their assignment for the ensuing school year not later than the end of the current school year, if possible.

2. All Paraeducators shall have an uninterrupted duty-free lunch period daily of 30 minutes.

3. All bargaining unit members shall have a fifteen (15) minute break, once a day, provided that these breaks are not linked to lunch periods, arrival or dismissal times. Due to their reduced number of working hours, other part-time employees shall not be entitled to this benefit.

4. The work year for paraeducators shall be one hundred and eighty nine (189) days as scheduled by the Board.

5. The total number of work hours for paraeducators shall be 7 ¼ hours (which includes a ½ hour unpaid lunch). The arrival and departure times for each paraeducator shall be determined by the Superintendent or designee in their sole discretion.

ARTICLE XVI
Union Security

1. During the term of this contract or extension thereof, all employees retain the freedom of choice whether or not to become or remain a member of the Union.

2. Upon receipt of authorization from an employee, the Board agrees to deduct from the pay of the employee such membership dues, initiation fees, service fees or reinstatement of service fees as may uniformly be fixed by the Union. The Board shall honor employee authorizations created or adopted by the Union for deductions in writing, in electronic form, and by voice authorization. Additionally, the Board shall honor authorizations in any form that satisfies the requirement of sections 1-266 to 1-286, inclusive, of the Connecticut General Statutes. The revocability of an authorization shall be determined by the terms of the authorization.

3. The Board shall deduct contributions to the CSEA PAC, or for any other service, program, or committee provided or sponsored by the Union, from the wages of those employees who have authorized such a deduction as described mores specifically in Paragraph 2. All such contributions shall be remitted to the Union along with a list, in editable electronic format, of each employee showing the amount deducted. Deductions and remittances shall be on the same schedule as dues deductions.

4. The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in the rates of dues. In addition the Union shall furnish the Board with a statement signed by the employee authorizing the Board to make deductions of dues.

5. The deduction of Union dues for any month shall be made during the applicable month and shall be remitted to the Union, not later than the third Thursday of the following month. The monthly dues remittance to the Union shall be accompanied by a list of the entire bargaining unit employed during that period. To the extent such information is on file with the Board, such list shall be provided in an editable digital file format containing the following information: Name, job title, work location, work email address, work telephone number, home address, employee ID and, if authorized by the employee via written authorization provided to the Union, the employee's home telephone number.

   The Board shall provide the Union with the above listed information for each newly hired employee not later than ten (10) days after such employee is hired or the first pay period of the month following the hiring of such employee, whichever is earlier.

6. The Board agrees to provide the Union access to its new employee orientations. The Board shall give the Union not less than ten (10) days' written or electronic notice in advance of such an orientation, except a shorter notice may be provided in any

instance where there is an urgent need critical to the Board's operations that prevents the ten (10) days' notice. Notice of the orientation meetings will be sent electronically to the Chapter President. Whether or not orientation is conducted by the Board, the Union will be allowed one (1) hour during orientation or the new employee's workday to make such a presentation without loss of pay to the employee and the Union designee.

7. The Union agrees to indemnify and to hold and to save the Board and its agents harmless from any and all claims, damages, suits or other forms of liability, including reasonable attorneys' fees, that shall or may arise out of any action taken by the Board for the purpose of complying with the provisions of this article. Any dispute between the Board and the Union over what constitutes "reasonable" attorneys' fees shall be settled by submitting the dispute to arbitration under the terms of the grievance procedure.

8. The Board shall provide a bulletin board for the Union in each work location.

ARTICLE XVII
Probationary Period

1. No employee shall attain seniority or other rights under this Agreement until they have been continuously employed for a period of (90) ninety working days after the first day of work. Until the expiration of such period, they 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 Union, on their behalf, shall have recourse to the grievance or arbitration provisions of this Agreement. A probationary employee shall be subject to all other terms and conditions, including benefits, of this Agreement. Upon successful completion of the probationary period, new employees shall acquire seniority retroactive to their first day of employment.

ARTICLE XVIII
Seniority/Layoff/Recall

1. The Board has the sole and exclusive prerogative to eliminate positions in the bargaining unit in the course of implementing the educational interests of the district.

2. Seniority shall be defined as the length of continuous service in the bargaining unit since the last date of hire, including all authorized paid leave, provided that the employee returns to work immediately at the conclusion of leave. The Board shall prepare a list of all employees covered by this Agreement showing their seniority in length of service with the Board and deliver the same to the Union by October 15th of each year. Upon completion of their probationary period, new employees shall be added to this list.

3. In the event that the Board determines that it is necessary to reduce the total number of positions, and that layoffs will be necessary as a result of such a reduction, the Board shall first determine which position(s) must be eliminated. Thereafter, the Board shall determine which employee(s) must be laid off.

4. A. An employee who has been laid off shall have recall rights for a period of one (1) calendar year from the date of layoff. An employee shall have recall rights only to positions for which the employee is qualified in the judgment of the Superintendent or designee. In order to be deemed qualified by the Superintendent or designee within the meaning of this Section, an employee must be qualified for the position in question with basic orientation but without training.

   B. An employee shall forfeit any recall rights if they have refused an offer of re-employment by the Board within such recall period, or have failed to respond within seven (7) days of the mailing (by certified mail, at the employee's last known address, with a copy to the Chapter President) of an offer of re-employment during such layoff period.

   C. Notwithstanding the above, any employee who is laid off shall have recall rights to a position with comparable hours to that in which they were laid off, (i.e. full-time to full-time). The district is not precluded from offering a full-time position to a part-time laid off employee or vice versa. For the purposes of this article, a refusal of a part-time position by a laid off full-time employee or vice versa, shall not constitute a refusal and the employee shall remain on top of the recall list until a position of comparable hours is available during the recall period.

5. An employee who has been laid off and is subsequently rehired within the recall period shall receive full credit for accumulated sick leave and seniority earned prior to layoff.

ARTICLE XIX
Non-discrimination

1. There shall be no illegal discrimination, coercion or intimidation of any kind, either by the employer or by the Union, against any employee or member on the basis of any protected class, Union activity or lack of Union activity. This section shall not be subject to the grievance procedure.

ARTICLE XX
Personnel Records

1. Each employee, upon request, shall be permitted to examine and copy any and all materials in their personnel file during business hours. The Union 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.

ARTICLE XXI
Evaluations

1. Evaluations for all bargaining unit members shall be completed annually. This provision shall not be subject to the grievance and arbitration provisions of the Agreement.

2. A copy of the evaluations shall be received by the member at least one (1) day in advance of the evaluation review meeting.

3. A. Countersigning the evaluation only signifies that the member has reviewed the material and not that the member agrees with the material being placed in the file. Members may make a written response to evaluations which are contained in their files.

   B. New hires shall be appraised of their progress half way through the probationary period. A plan will be developed to address any deficits noted as a result of the first appraisal.

ARTICLE XXII
Tuition Reimbursement

1. The Board will pay each eligible paraeducator annually an amount not to exceed the tuition cost of $400 per credit hour (or actual cost if less) for a maximum of six (6) credit hours per staff member per year for tuition at an accredited college or university. Applications under this Article must be submitted to the Superintendent of Schools by August 15 of the contract year in which the paraeducator wants to take the course.

2. Tuition reimbursement will only be provided to those paraeducators who achieve a grade of B or better upon successful completion of each course. A copy of the course transcript must be submitted along with the request for reimbursement.

3. Only paraeducators who have completed two (2) years of service with the Mansfield Board of Education system shall be eligible for tuition reimbursement and must be actively employed by the Board when applying for tuition reimbursement.

4. A paraeducator seeking tuition reimbursement under this Article must remain employed by the Mansfield Board of Education for one (1) year following receipt of the tuition reimbursement. If the employee ceases to be employed by the Mansfield Board of Education as required by this subsection, the employee will be responsible for reimbursing the district for the entire amount paid pursuant to this Article except as otherwise waived by the Superintendent in their discretion.

5. Tuition reimbursement shall be subject to a total maximum reimbursement of $10,000 in the aggregate for the bargaining unit for each contract year.

   Note: For implementation purposes in Year 1 of the contract, employees wishing to apply for tuition reimbursement may do so by submitting applications to the Superintendent by October 16, 2023.

ARTICLE XXII
Duration

1. This Agreement shall take effect upon signing, and remain in full force and effect until June 30, 2026. This Agreement shall remain in full force and effect during the period of negotiations for a successor Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives this 4th day of October, 2023.

Mansfield Board of Education

By _____
Board Chair
Kathleen Ward

CSEA/SEIU, Local 2001, CTW on behalf of the Mansfield Paraeducators

By _____
Chapter President,
Mansfield Paraeducators

By _____
Diana Busch
Staff Representative
CSEA/SEIU, Local 2001

APPENDIX A.1
2023-2024

Mansfield Paraeducators Salary Schedule

Step	Hourly
1	$17.00
2	$17.59
3	$18.14
4	$18.81
5	$19.48
6	$20.20

Each employee not on the maximum step shall advance one step on July 1, 2023.

APPENDIX A.2
2024-2025

Mansfield Paraeducators Salary Schedule

Step	Hourly
1	$17.85
2	$18.47
3	$19.05
4	$19.75
5	$20.45
6	$21.21

Each employee not on the maximum step shall advance one step on July 1, 2024.

APPENDIX A.3
2025-2026

Mansfield Paraeducators Salary Schedule

Step	Hourly
1	$18.74
2	$19.39
3	$20.00
4	$20.74
5	$21.48
6	$22.27

Each employee not on the maximum step shall advance one step on July 1, 2025.