

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MANSFIELD BOARD OF EDUCATION

AND

UNITED PUBLIC SERVICE EMPLOYEES UNION  
(Mansfield School Custodians, Maintenance Employees  
and Food Service Workers)

2023-2026

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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 the United Public Service Employees Union (hereinafter referred to as "UPSEU" or the "Union").

### ARTICLE 1 Recognition

1. The Board recognizes the United Public Service Employees Union as exclusive representative for the purposes of collective bargaining over wages, hours and other conditions of employment for a bargaining unit consisting of all full and part-time elementary lunch managers and lunch helpers (including such positions previously known as bakers, cashiers and cooks) and all custodial employees and maintenance employees employed by the Mansfield Board of Education, such bargaining unit excluding the Director of Facilities Management, the Custodian Supervisor, the Assistant Director of Facilities Management, the Food Service Director, statutory supervisors, temporary substitutes and seasonal or temporary or other employees excluded under the Municipal Employees Relations Act, Conn. Gen. Stat. 7-467 et seq. (the "Act").
2. As used in this Agreement, the term "twelve-month employee" means an employee who is regularly scheduled to work twelve months per year.
3. As used in this Agreement, the term "ten-month employee" means an employee who is regularly scheduled to work the number of days in the student school year plus any additional days designated by the Board.
4. Except as otherwise specified in particular sections of this Agreement, the term "full-time employee" means an employee who is regularly scheduled to work at least the following number of hours per week:
  - (a) In the case of maintenance/custodial employees, forty (40) hours per week.
  - (b) In the case of food service employees, twenty-seven and one-half (27.5) hours per week.
5. Except as otherwise specified in particular sections of this Agreement, the term "part-time employee" means an employee who is regularly scheduled to work fewer than the applicable number of hours set forth above for "full-time employees."
6. As used in this Agreement, the term "temporary employee" means an employee who is hired into a position for a period of time not expected to exceed six months at the time the employee is hired. Notwithstanding the provisions of Section 1 above, in the event that a temporary employee remains employed beyond six (6) months, the employee will be covered by this Agreement for the purposes of the following Articles only: Article 11 Section 1 ; Article 12; Article 15; and Article 16. Such coverage shall begin on the date an employee attains such six months of continuous employment, and shall in no case be retroactive.

ARTICLE 2  
Union Security and Rights

1. During the term of this contract or extension thereof, all employees in the bargaining unit may, within thirty (30) days of the effective date of the Agreement or within thirty (30) days from the date of their employment by the Board either become or remain members of the Union in good standing or, in lieu of Union membership, pay to the Union a fee as permitted by law.
2. Upon receipt of written 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 fees as may uniformly be fixed by the Union. An employee may withdraw from membership in the Union by giving thirty (30) days written notice to the Union and the Board.
3. The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in the rates of fees or dues. In addition the Union shall furnish the Board with a statement signed by the employee authorizing the Board to make deductions of fees and/or dues.
4. The deduction of Union fees or dues for any month shall be made during the applicable month and shall be remitted to the Financial Officer of the Union, not later than the third Thursday of the following month. The monthly dues and/or fees remittance to the Union shall be accompanied by a list of names of employees from whose wages dues deductions have been made.
5. No dues or fees will be deducted when an employee has exhausted accumulated sick leave or is collecting workers' compensation.
6. The Board agrees to provide space on a bulletin board in each building under its supervision in which a member of the bargaining unit works, for the exclusive use of the Union.
7. A union representative or steward shall be permitted to enter any of the schools with prior approval of the building principal for the purpose of discussing, processing, or investigating grievances, or of fulfilling the Union's role as bargaining agent, provided that such meetings do not interfere with the provision of cafeteria, custodial or maintenance services. Such approval shall not be arbitrary or capricious.
8. The Board shall provide each employee with a copy of the contract within thirty (30) days after the signing of this Agreement. New employees will be provided with a copy of the Agreement within thirty (30) days after their hire. The expense shall be shared equally between the Board and the Union.
9. The Union shall indemnify and hold the Board harmless from any and all demands, suits, complaints, claims, costs and liabilities including reasonable attorney's fees, caused by or arising out of the administration or enforcement of any part of this Article.

ARTICLE 3  
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 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 on 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, 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 interests 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 Union.
  - (g) To insure that related duties connected with cafeteria operations, whether enumerated in job descriptions or not, shall be performed by employees.
  - (h) To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rate and the impact of any changes.
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.

## ARTICLE 4

### Seniority

1.
  - (a) 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.
  - (b) Part-time work for custodial/maintenance workers within the school system shall be prorated based upon full-time and added to an employee's overall seniority.
  - (c) Part-time work for food service employees within the school system shall be prorated based on full-time and added to an employee's overall seniority.
2. The Board shall prepare a seniority list of all employees covered by this Agreement showing their seniority as defined above and deliver it to the Union office no later than October 15 of each year. Upon completion of their probationary period, new employees shall be added to this list.
3. No employee shall attain seniority or other rights under this Agreement until they have been continuously employed for a period of four (4) working months after the first day of work. The probationary period may be extended by an additional two months at the Board's discretion. If the Board extends an employee's probationary period in accordance with the provisions of this section, the Board shall so notify the employee in writing prior to the end of the initial four-month probationary period. Such written notification shall include a statement of the reason(s) for such extension. 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. An employee whose employment is terminated during the probationary period may request an interview with their supervisor subsequent to the termination to discuss job performance. Upon successful completion of the probationary period, new employees shall acquire seniority retroactive to their first day of employment. Notwithstanding the first sentence of this section, a probationary employee shall be eligible for health insurance benefits in accordance with Article 18.
4. 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 14.

## ARTICLE 5

### 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 of Education for a period of at least seven (7) working days, and the Union will be notified of the vacancy by e-mail. If a vacancy occurs in a position during the summer recess, the Union will be notified by e-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 Human Resources Manager 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.

If an employee is hired from outside the bargaining unit, the Board will notify the Union at the time of the appointment of the new employee.

6. If an employee is temporarily assigned for at least ten (10) working days to a new position in a different class or grade which has a higher rate of pay, they shall be paid at the lowest step in the higher class or grade which also produces an increase of at least one increment for the period of the assignment, retroactive to the first day of the assignment.

## ARTICLE 6

### Transfers

1. A transfer is defined as a permanent change in an employee's job location or job classification. A permanent change is one expected to equal or exceed forty-five (45) working days.
2. Any employee who desires a transfer shall so notify the Human Resources Manager in writing. The Human Resources Manager will prepare a volunteer transfer list for consideration by the School Administration. Employees must renew transfer requests annually.
3. The Board of Education 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 their Union Representative and the Superintendent of Schools.

ARTICLE 7

Longevity

1. Employees hired on or before October 1, 1995 shall be eligible for longevity payments based on seniority as defined in Article 4 as follows:

<u>COMPLETED SERVICE</u>	<u>AMOUNT</u>
Beginning 6th year through 8th year	\$ 500
Beginning 9th year through 11th year	550
Beginning 12th year through 14th year	650
Beginning 15th year through 17th year	800
Beginning 18th year through 20th year	900
Beginning 21st year and over	1,000

2. (A) Retirement: Employees hired on or before July 1 , 2009 shall receive \$70 for each year of service with the Board of Education at the time of their retirement from the Mansfield Public Schools provided that they have been continuously employed by the Mansfield Board of Education for ten years or longer,

OR

(B) Retirement: Food Service employees hired on or before July 1, 2009 shall receive \$20 per day for each unused sick day, to a maximum of 180 days, after 10 years of service in the employment of the Mansfield Board of Education. Custodial employees hired on or before July 1 , 2009 shall receive \$20 per day for each unused sick day, to a maximum of 180 days, after 10 years of service in the employment of the Mansfield Board of Education.

In order to be eligible for payment pursuant to either (A) or (B) above, employees must provide the Board with fifteen (15) working days advance written notice of intention to retire.

ARTICLE 8

Job Descriptions

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

## ARTICLE 9

### 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 Union shall exert its best efforts to prevent or terminate any violation of Section One of this Article.
3. The employer agrees that during the life of this Agreement there shall be no lock-out.

## ARTICLE 10

### 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. Employees may make a written response to evaluations which are contained in their files.

## ARTICLE 11

### Leave Provisions

The following leave provisions are adopted in recognition of the necessity for certain temporally absences from employment. However, such absences should occur only when absolutely necessary. Proper notification and documentation, whether written or electronic, must be provided for the use of leave time.

1. Sick Leave: Each employee receives fifteen (15) days of sick leave with pay during each school year worked. Sick days shall be credited to twelve-month employees' accounts on July 1<sup>st</sup> of each year and to ten-month employees' accounts on September 1<sup>st</sup> of each year, provided that such employees are employed on such date. Mansfield Community Center part-time employees scheduled to work less than twenty (20) hours per week will receive prorated sick leave, not to exceed thirty six (36) hours per year.

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). Mansfield Community Center part-time employees do not have to complete their probationary period before receiving sick leave credit.

Unused sick leave shall accumulate to a maximum of one hundred and eighty (180) days. Each employee shall be notified of their accumulated sick leave by e-mail annually no later than the second payday in September.

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.

If an employee is suspected of sick leave abuse, they shall receive written notification of same specifying the reasons thereof. If the employee exhibits such behavior again, then the Superintendent of Schools or designee may require a doctors certificate for any future use of sick leave for up to one (1) calendar year from the date of notification of suspected sick leave abuse. In addition, the Superintendent of Schools or designee may require a doctor's certificate for three (3) or more consecutive sick leave days.

2. Personal Leave: The Superintendent may grant personal leave of up to three (3) days each year (non-cumulative) all of which can be used as non-specified private days upon approval by the Director of Facilities Management/ Food Service Director for business which cannot be transacted outside of school hours. Mansfield Community Center part-time employees scheduled to work less than twenty (20) hours per week will receive prorated personal leave not to exceed eight (8) hours per year.

Employees must request such leave at least three (3) working days in advance, provided that the employee may verbally notify the Director or in their absence, the Human Resources Manager, and complete the appropriate documentation, whether written or electronic, upon return to work in the case of a bona fide emergency. Personal leave is to be used 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;

- (d) Other pressing matters of an individual nature which cannot reasonably be attended to on non-work days;
- (e) Observance of religious holy days.

Cafeteria employees who have unused personal leave may utilize three (3) personal days when school is closed for a snow day or other emergency day in which school is closed. Those employees requesting to use personal days as a paid snow or emergency day shall submit a written notice to the Human Resources Manager within three (3) business days after returning to work.

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, cousin, aunt, uncle, niece or nephew.
  - (c) A maximum of one (1) day per year in the event of the death of a close personal friend (to be used on one calendar day per year, with no splitting of such time over more than one calendar day).

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 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.
- 5. (a) Maternity Leave: Maternity Leave shall be provided in accordance with the Family Medical Leave Act ("FMLA").  
(b) Child Rearing Leave: Child rearing leaves will be granted to the extent required by the FMLA.
- 6. (a) One (1) employee from the bargaining unit shall receive one (1) day without loss of pay to attend UPSEU conventions.  
(b) The President, or designee shall be granted leave from duty with full pay for all meetings between the Board and the Union for the purpose of attending

grievance meetings with the Superintendent or the Board, when such meetings take place at a time during which such employees are scheduled to be on duty.

7. 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.
8. Other Leaves With Pay:
  - (a) Professional Leave. Upon occasion, it is in the interest of the school system for an employee to attend meetings 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 approval of the supervisor and the Superintendent of Schools.
  - (b) Administrative Leave. Training. With the prior approval of the Superintendent of Schools, leave of absence with pay may be granted by the Administrator for the purpose of allowing an employee to participate in conferences, seminars, training courses and official meetings which enhance the employee's value to the Board of Education.

## 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).

Employees who are eligible for vacation are encouraged to take earned vacation during the summer, preferably between July 1 and August 31. Five (5) days of vacation time may be carried over from fiscal year to fiscal year, but any such carried over days must be used by December 15 of the following year.

2. Vacation for 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:

<u>Length of Continuous Service</u>	<u>Earned Vacation Leave</u>
1 - 5 years	10 days
6 - 10 years	15 days
11 + years	20 days

3. Vacation For Part-Time Twelve-Month Employees: Part-time twelve-month employees who are scheduled to work less than twenty (20) hours per week shall not receive vacation leave. Part-time twelve-month employees whose normal workweek is

twenty (20) hours or more shall receive the same number of vacation days as provided in the above section, but shall be paid for such days according to the number of hours normally worked per day.

4. Vacation Scheduling. Employees shall apply for vacation leave to their administrator using proper notification and documentation, whether written or electronic. Vacations shall be scheduled by each administrator in accordance with group requirements, (i.e., in such a manner as to insure completion of work schedules).
5. Request For Vacation. Requests for vacation shall be made by August 31 each year in order to secure time-off throughout the year. In instances of conflict over particular dates, preference shall be given based on seniority. All other vacation requests should be made as far in advance as reasonably possible but usually thirty (30) days in advance of the requested vacation period. Once a request for time off has been made, the Administration shall make every effort to grant or deny such request within five (5) working days. Requests made with less than 30 days notice shall be granted in the same manner. A response to requests made for time off with less than five working days notice shall be processed as soon as possible after the request.
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 of Education service voluntarily and are later restored shall be considered as new employees.
7. Transfers. An employee who is transferred between location or groups shall retain all accrued vacation credit.
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 exceeds three vacation days and the employee files a physician's certificate, describing the nature and duration of the illness, with their administrator.
11. Payment for Unused Vacation Upon Resignation or Retirement. When an employee resigns or retires from service with the Mansfield Board of Education after at least three (3) years of continuous service with the Board, they will be paid for all accrued vacation time, provided that the employee provides the district with at least two (2) weeks' prior notice of such resignation or retirement.

ARTICLE 13  
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) "Days" shall mean working 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 the grievant does not file a grievance in writing with the appropriate administrator within fifteen (15) 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.
- (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. (a) Step One Building Maintenance Director/Food Service Director, Assistant Director or the Custodian Supervisor

- 1. If the grievant wishes to pursue the grievance, the grievant shall present the grievance in writing within fifteen (15) days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance.
- 2. The Director of Facilities Management, the Assistant Director of Facilities Management, the Custodian Supervisor shall within five (5) 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 Union.

(b) Step Two - Superintendent of Schools

1. If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may, within five (5) days after receipt of the decision at Level One, file their grievance with the Superintendent of Schools.
2. The Superintendent may, within ten (10) days after receipt of grievance, meet with the grievant, witnesses, and representatives of the Union 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 a decision and the reasons for it in writing to the grievant by registered mail or hand delivery. A copy shall be sent to the Union.

(c) Step Three - Board of Education

1. If the grievant is not satisfied with the disposition of the grievance at Step Two, the grievant 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 any Step One and/or Step Two responses with the referral.
2. Within thirty (30) days after receipt of the appeal, the Board or its appointed Board Personnel Committee shall conduct a hearing with respect to the grievance.
3. Within ten (10) days after such hearing, the Board or its appointed Board Personnel Committee shall render its decision and the reasons therefore in writing to the Union.

(d) Step Four - Arbitration

1. Within ten (10) days after receipt of the Board's or its appointed Board Personnel Committee's decision, the Union may submit the grievance to arbitration by so notifying the Connecticut State Board of Mediation and Arbitration (CSBMA) in writing. Arbitration shall proceed in accordance with the rules of the Connecticut State Board of Mediation and Arbitration (CSBMA).
2. If the parties mutually agree to have the matter heard by the American Arbitration Association, they will equally share the cost of the arbitration. Either party may also remove any other matter from the State Board to the American Arbitration Association provided that the moving party pays the full cost of the arbitration.

3. 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. The arbitrator shall be bound by, and must comply with, all terms of this Agreement.

4. The arbitrator shall, within thirty (30) days after the hearing, render a 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.

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

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

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

#### ARTICLE 14

##### Layoff, Recall, Reduction of Hours

1. The Board has the sole and exclusive prerogative to eliminate or reduce 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 of Education 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 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 of Education first shall identify the position to be eliminated or reduced in hours by school and job classification (e.g. Custodian or Maintenance). 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:

- (ii) if full-time, to displace the least senior employee in a full-time position in the same or a lower job classification; or
- (iii) if part-time, to displace the least senior employee in a part-time position in the same or a lower job classification, or
- (iv) 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. 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. Nothing in this Article shall require the promotion of an employee into a position of higher rank, authority, or compensation.
3. Notice of recall shall be sent to the last known address of the employee, return receipt requested, at least (7) calendar days before they must begin work. The employee shall accept or reject the appointment in writing within 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. Employees on a recall list shall be given first opportunity for available substitute work. The rate of pay shall be the hourly rate for substitute Food Service work for the first twenty (20) consecutive working days. Beginning with the twenty first (21<sup>st</sup>) day, the rate of pay shall be that of the lowest hourly rate within the classification in which the employee is substituting.
5. 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.
6. In the event of a reduction in work force or working hours, the Board will notify the Union prior to any notification of employees. The Board will notify the affected employees in writing at least two (2) weeks before the reduction. The Board shall consult with the Union prior to a layoff or change in hours which affects the chief steward.

ARTICLE 15  
Hours of Work Overtime

1. Employees shall be compensated for all assigned work including 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 regular straight time rates.
  - (b) The Board agrees to pay double time for work required of employees on Sundays. This provision shall not apply to full-time or part-time employees regularly scheduled to work at the Mansfield Community Center on Sundays. If such full-time employees are required to work on a Saturday, said employee will receive double time for the hours actually worked on Saturday.
  - (c) The Board agrees to pay time and one-half for work required on legal holidays in addition to holiday pay, except as otherwise provided in Article 16, Section 4.
2. All overtime work shall be distributed in each building equally among those who have volunteered for such work except building checks and in cases of needed work that occurs within one hour before or after the scheduled shift. An overtime list shall be posted and updated in the custodial/cafeteria office. Employees on the list but who are not available for work will be marked as if working. After attempting to contact three (3) employees, overtime may be required. In the event an employee is called three (3) times during any one fiscal year without availing themselves of an overtime opportunity, they shall be off the overtime availability list for a period of three (3) months. A school-wide list of employees who desire overtime in other schools shall be kept in the Director of Facilities Management Food Service Director's office. Such employees will be asked to perform bargaining unit work whenever the need arises. Overtime work shall be distributed equally. An employee who is on the list and refuses the overtime work when called shall be charged as if they worked. In the event a school building cannot be covered for an overtime assignment by bargaining unit staff after utilizing this procedure, the Superintendent of Schools or the Director of Facilities Management/Food Service Director/Custodian Supervisor or their designee may assign the work either as mandatory overtime or to a non-bargaining unit member.

Notwithstanding the foregoing, the Board will have the right to hire temporary or substitute employees, without soliciting current bargaining unit employees to work overtime, to cover for absent employees, where the Board has a reasonable belief that such employees will be absent for medical or other reasons for more than one (1) day.
3. Any employee who is required to work twelve (12) or more hours consecutively will be provided with a meal allowance of up to sixteen dollars (\$ 16.00). In order for the employee to receive the meal allowance they must submit a receipt within two weeks. Upon the submission of a receipt the board shall pay the employee within two (2) weeks of the submission.

4. Except for emergency situations or, in the opinion of the Director of Facilities Management/Food Service Director/Custodian Supervisor or their designee, a compelling circumstance, employees shall be notified of general schedule changes at least two (2) weeks in advance.
5. Employees shall be entitled to one (1) fifteen (15) minute break per day for each four (4) hours of work. Such breaks for custodian and maintenance employees shall be scheduled by the Director of Facilities Management. Unpaid lunch breaks of thirty (30) minutes shall be provided for a six (6) or more hour shift. Scheduling shall be by the Director, Assistant Director of Facilities, Custodian Supervisor or their designee.  
Such breaks for food service employees shall be scheduled by the Food Service Director or designee. Food service employees may have a lunch or snack during such break. Food service employees who work less than twenty (20) hours per week may have a lunch or snack where food is available prior to the beginning of their shift.
6. Employees will be paid biweekly.
7. **CALL-BACK TIME.** When a full-time employee is officially requested to report back to work for emergency service after departing from their regularly scheduled shift, the employee has the option of being paid for all hours worked (on the emergency) at the applicable overtime rate or being paid at least three (3) hours pay at their regular rate. Employees shall be permitted to leave work after their work assignment is completed without loss of the minimum overtime payment; however, should the employee be recalled again within the three (3) hour period, the employer is not obligated to pay a new minimum. Employees, who are not regularly scheduled to work, called in on a Sunday shall be paid at least four (4) hours at their regular rate. Employees scheduled to work hours contiguous with their regular shifts shall be paid only for hours worked.
8. The following is a list of the daily hours usually worked by Food Service employees in the bargaining unit and is subject to change in the discretion of the Board:
  - Elementary Lunch Managers: 5.75 to 6.0 hours
  - Middle School and High School Lunch Managers: 6.5 to 7.0 hours
  - School Lunch Helpers: 3.0 to 6.0 hours
9. 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.
10. When it becomes necessary for any reason to assign a Food Service employee to a higher rated job classification, the Food Service employee so assigned shall be compensated at a higher rate commencing after one full shift is worked in such classification and for the remaining duration of such assignment.  
When it becomes necessary for any reason to assign a Custodial employee to a higher rated job classification, the Custodial employee so assigned shall be compensated at a higher rate commencing on the sixth (6<sup>th</sup>) day worked in such classification and for the

remaining duration of such assignment, and only for time worked when the Custodial employee is assigned duties of the higher rated job classification.

## ARTICLE 16

### Holidays

1. Holiday Leave. For regular employees with eleven- or twelve-month contracts, working calendars approved by the Board of Education are issued annually. The list the following holidays granted with pay:

New Year's Day	Indigenous People's Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day and
Memorial Day	the Friday following
Independence Day (July 4)	Christmas Day
Labor Day	A floating holiday to be designated by the Board

Instead of Good Friday, 11 and 12 month employees will receive an additional floating holiday to be used by June 30.

Cafeteria and ten-month employees will receive the following holidays with pay:

Memorial Day	New Year's Day	Martin Luther King Day
Labor Day	Christmas Day	Indigenous People's Day
Thanksgiving Day and the Friday following	Good Friday	Presidents' Day

Food Service and 10 month employees will also receive Good Friday as a floating holiday and may only take that floating holiday during April break.

2. Holiday for Part-Time Employees. For the applicable holidays as set forth in Section 1, part-time employees shall be paid on a pro rata basis according to the hours worked during their regular workday. Mansfield Community Center part-time employees scheduled to work less than twenty (20) hours per week shall receive Holiday pay at a rate of 2.4 hours of pay for each holiday.
3. Holiday During Sickness or Vacation. If a holiday falls on a day an employee is on vacation, such a day shall be charged as a holiday and not deducted from vacation.
4. Work on a Holiday. Any Board of Education custodial employee who is regularly assigned to a town building that is open on a holiday (for example, Town Hall, Senior Center, Library) and is required to work on said holiday, shall work the holiday at straight time rates and be offered a floating holiday to be scheduled by mutual agreement of the employee and their supervisor. Mansfield Community Center full-time employees who are required to work on a legal holiday shall opt to take the day as a floating holiday or be paid eight (8) hours of straight time in addition to the time worked by notifying the Board's Human Resources Office via email. Mansfield Community Center part-time employees scheduled to work less than twenty (20) hours per week are not eligible for premium pay for days worked on a holiday.

ARTICLE 17  
Military Leave

1. Military Leave. Military leave shall be provided in accordance with applicable state and federal law.

ARTICLE 18  
Insurance Benefits

Health Insurance

1. Each full-time employee may select coverage under the following health insurance plan:

High Deductible Health Plan (HDHP)/HSA Plan

The Board will offer an HDHP/HSA plan. For 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 HDHP/HSA Plan:

	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
Board	86%	85%	84%
Employee	14%	15%	16%

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

Cost Shares Provisions	In-Network	Out-of-Network
Annual Deductible (individual/aggregate (family))		
Co-insurance	100%	20/80 after deductible, up to coinsurance maximum
Annual Out-of-Pocket Maximum Co-insurance	\$2,000 individual coverage \$4,000 2-person and family coverage	\$4,000 individual coverage \$8,000 2-person and 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 HSA deductible will be deposited into the HSA accounts annually on the first payroll in January. 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:  $((\$1,000/12)*5)=\$417$ ).

The parties acknowledge that the Board's 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 deductible for retirees or other individuals upon their separation from employment.

The health insurance plans will incorporate the State statutory mandates applicable to fully insured plans for the purpose of adding provisions for mental health parity and for coverage of oral contraceptives.

For the purposes of this section, the term "full-time employee" shall mean the following:

For employees hired prior to July 1, 2001 : employees who are regularly scheduled to work at least twenty (20) hours per week.

For employees hired on or after July 1, 2001 : employees who are regularly scheduled to work at least thirty-five (35) hours per week.

Such employees shall also be eligible for a \$30,000 life insurance policy.

For the purposes of this section, the term "part-time employee" shall mean the following:

Employees who are regularly scheduled to work less than twenty (20) hours per week and receiving benefits as of October 15, 2016 shall continue to be eligible to do so while paying thirty percent (30%) of the premiums for such coverage.

Eligible part-time employees hired on or after October 15, 2016 working twenty (20) or more hours per week, but less than thirty five (35) hours per week are eligible for benefits on a prorated basis based on their FTE status and will be responsible for higher employee premiums than full-time employees. For example, an employee working twenty-five (25) hours per week is a .71 FTE. If that same employee selected a single plan for 2023-2024, the Board would contribute as follows:

88% of the total premium for single coverage times .71 = Board contribution of 62.5%.

2. Full-time and part-time employees may participate in dental insurance coverage, provided that employees pay fifty percent (50%) of the premiums for such coverage. In addition, 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.
3. The Board reserves the right to change carriers for any of the above insurance, provided that the level of benefits remains substantially comparable.

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-arbitration provisions of this Agreement.

Employees who retire under the Town pension plan may continue to participate in Board insurance plans until they become eligible for Medicare at their own cost.

#### ARTICLE 19 School Facilities

The Union may use school buildings without cost for meetings with bargaining unit employees, provided it makes written application to the Facility Scheduling 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 20 Wages

1. Effective July 1, 2023, July 1, 2024 and July 1, 2025, there shall be step movement for all employees not currently at the maximum step of the salary schedule contained in Appendix A of this Agreement.
2. Whenever an employee is permanently moved from a class or grade to a different class or grade which has a higher maximum rate of pay, they shall be paid at the lowest step in the higher class or grade which also produces an increase of at least three percent (3%) over the employee's current hourly rate of pay.
3. Whenever an employee is permanently moved from a class or grade to a different class or grade which has a lower maximum rate of pay, they shall continue to receive their former rate of pay; however the employee's rate of pay shall be frozen until such time as the new rate of pay equals or exceeds the former.
4. All food service employees shall, within one year from date of hire, become certified by the School Nutrition Association (based on the Association's minimum level

certification). All food service employees shall thereafter retain such certification in order to maintain their employment with the Board.

Upon providing written verification of such food service certification to the Board's Human Resources Office, such food service employees will be paid a wage differential, provided that they retain such certification. Employees will receive a differential of \$.20 per hour. The wage differential will not become effective until such written verification is provided to the Board's Human Resources Office.

Any food service employee who loses their food service certification for any reason must notify the Board's Human Resources Office within five (5) days of the loss of such certification.

#### ARTICLE 21

##### Discipline Action

1. The Board shall discipline employees for just cause. Discipline may include but is not limited to verbal or 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 at the time of 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 them to disciplinary action may have a Union steward or other Union representative present. If the employee decides during such an interview that they need a representative, the meeting will be rescheduled within a reasonable time so that a Union representative can be present.
4. No supervisor will undertake discipline including written warnings, suspension or dismissal in the presence of bargaining unit employees (other than Union representatives) or members of the public.

#### ARTICLE 22

##### 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 23  
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 Union 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 24  
Miscellaneous

1. For those employees who are required by the Board to have a physical as a condition of initial or continued employment with the Board will do so at the Board's expense at a provider of the Board's choosing.
2. If the Board of Education elects to require that bargaining unit employees hold a professional certificate as a condition of continued employment, the Board of Education will pay the cost of the certificate, including necessary course work.
3. If the Board of Education or the Administration requires that an employee use their automobile for authorized Board of Education business, the employee shall be reimbursed for mileage at the IRS rate.
4. Food Service workers who are working on days when schools are closed because of an unscheduled early dismissal of students or when school is open late due to weather conditions shall be paid for a full day.
5. Catering work shall be defined as work which is not in connection with the regular preparation of school lunches or breakfasts and takes place outside an employee's regularly scheduled hours. An employee who performs Catering work shall be paid at their appropriate rate of pay at a four (4) hour minimum. Notwithstanding the foregoing, this Section 5 shall not apply whenever an employee's regular schedule is modified to accommodate an emergency.
5. Catering work shall be defined as work which is not in connection with the regular preparation of school lunches or breakfasts and takes place outside an employee's regularly scheduled hours. An employee who performs Catering work shall be paid at their appropriate rate of pay at a four (4) hour minimum. Notwithstanding the foregoing, this Section 5 shall not apply whenever an employee's regular scheduled is modified to accommodate an emergency.

ARTICLE 25  
Nondiscrimination

1. All provisions of this Agreement apply equally to all employees without discrimination on the basis of race, color, creed, religion, sex, sexual orientation, age, national origin, marital status, gender identity, genetic information or disability. Any employee who files a grievance alleging breach of this provision may pursue that grievance through Step Three, Board of Education. However, in recognition of the employees' alternate remedies under state and federal law, no grievance alleging breach of this provision may be submitted to arbitration under Article 13 of this Agreement.

ARTICLE 26  
Duration

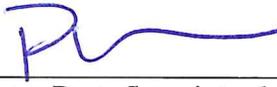
1. Unless otherwise specified in this agreement, this Agreement shall take effect upon signing, and remain in full force and effect until the thirtieth (30<sup>th</sup>) day of June, 2026. This Agreement shall remain in full force and be effective during the period of negotiations over a successor Agreement.
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 one hundred and twenty (120) days before expiration hereof.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives this 2<sup>nd</sup> day of October, 2023.

UNITED PUBLIC SERVICE EMPLOYEES  
UNION, CUSTODIAN/MAINTENANCE/  
FOOD SERVICE WORKERS

MANSFIELD BOARD OF  
EDUCATION

By:   
\_\_\_\_\_  
Jason Marrotte, Local President

By:   
\_\_\_\_\_  
Peter Dart, Superintendent

By:   
\_\_\_\_\_  
Jodi Abele, Local Vice President

By:   
\_\_\_\_\_  
Kathleen Ward, Board Chair

By:   
\_\_\_\_\_  
Kimberly Morgan, Local Food Service Rep

By:   
\_\_\_\_\_  
Kimberly Boisvert, Local Food Service Rep

By:   
\_\_\_\_\_  
Kevin E. Boyle, UPSEU President

By:   
\_\_\_\_\_  
David Perrotti  
Labor Relations Representative

APPENDIX A

The Board reserves the right to move employees to the merit steps of the Building Charge or Head Custodian tracks and the Maintainer V scale based on exemplary performance.

2023-2024

FOOD SERVICE WORKER WAGES

<u>Step</u>	<u>Cook/Manager</u>	<u>Lunch Helper</u>
1	21.44	16.55
2	22.01	17.05
3	22.53	17.50
4	23.06	18.01
5	23.60	18.53

CUSTODIAL WAGES

<u>Step</u>	<u>Custodian II</u>	<u>Custodian III</u>	<u>Building Charge Custodian</u>	<u>Head Custodian</u>
1	18.79	19.59	21.31	24.67
2	19.63	20.49	22.17	25.54
3	20.49	21.31	23.10	26.43
4	21.31	22.17	23.87	27.35
5	22.17	23.10	24.64	28.31
Merit Step			25.13	29.30
Merit Step			25.65	30.33

MAINTENANCE WAGES

<u>Step</u>	<u>Maintenance I</u>	<u>Maintenance II</u>	<u>Maintenance III</u>	<u>Maintenance IV</u>	<u>Maintenance V</u>
1	20.49	21.31	26.00	33.56	38.73
2	21.31	22.17	26.80	34.43	39.60
3	22.17	23.10	27.57	35.37	40.55
4	23.10	24.20	28.47	36.34	41.50
5	23.86	25.20	29.33	37.33	42.51

2024-2025

FOOD SERVICE WORKER WAGES

<u>Step</u>	<u>Cook/Manager</u>	<u>Lunch Helper</u>
1	22.03	17.01
2	22.61	17.51
3	23.15	17.98
4	23.70	18.50
5	24.24	19.04

CUSTODIAL WAGES

<u>Step</u>	<u>Custodian II</u>	<u>Custodian III</u>	<u>Building Charge Custodian</u>	<u>Head Custodian</u>
1	19.30	20.13	21.90	25.35
2	20.17	21.05	22.78	26.24
3	21.05	21.90	23.74	27.16
4	21.90	22.78	24.53	28.11
5	22.78	23.74	25.32	29.09
Merit Step			25.82	30.11
Merit Step			26.35	31.16

MAINTENANCE WAGES

<u>Step</u>	<u>Maintenance I</u>	<u>Maintenance II</u>	<u>Maintenance III</u>	<u>Maintenance IV</u>	<u>Maintenance V</u>
1	21.05	21.90	26.72	34.48	39.79
2	21.90	22.78	27.54	35.38	40.69
3	22.78	23.74	28.33	36.35	41.67
4	23.74	24.87	29.26	37.34	42.65
5	24.52	25.90	30.13	38.36	43.68

2025-2026

FOOD SERVICE WORKER WAGES

<u>Step</u>	<u>Cook/Manager</u>	<u>Lunch Helper</u>
1	22.69	17.52
2	23.29	18.04
3	23.84	18.52
4	24.41	19.06
5	24.97	19.61

CUSTODIAL WAGES

<u>Step</u>	<u>Custodian II</u>	<u>Custodian III</u>	<u>Building Charge Custodian</u>	<u>Head Custodian</u>
1	19.88	20.73	22.55	26.11
2	20.77	21.68	23.46	27.02
3	21.68	22.55	24.45	27.97
4	22.55	23.46	25.26	28.95
5	23.46	24.45	26.08	29.96
Merit Step			26.60	31.01
Merit Step			27.14	32.10

MAINTENANCE WAGES

<u>Step</u>	<u>Maintenance I</u>	<u>Maintenance II</u>	<u>Maintenance III</u>	<u>Maintenance IV</u>	<u>Maintenance V</u>
1	21.68	22.55	27.52	35.52	40.99
2	22.55	23.46	28.37	36.44	41.91
3	23.46	24.45	29.18	37.44	42.92
4	24.45	25.61	30.14	38.46	43.93
5	25.25	26.67	31.04	39.51	44.99

## APPENDIX B

### REASONABLE SUSPICION DRUG AND ALCOHOL TESTING

**Section 1. Basis for Testing.** Administration of screening tests to detect the presence of drugs or alcohol in members of the Department shall be performed in the following circumstance:

upon reasonable suspicion that an employee is using or is under the influence of illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol;

An employee may be required to undergo testing based on “reasonable suspicion” when objective facts and observations are brought to the attention of a supervisory employee and, based upon the reliability and weight of such information, the supervisory employee can reasonably infer or suspect that the member is using illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol.

Reasonable suspicion must be supported by specific facts which may include, but are not limited to: reports and observations of the member’s drug related activities, such as purchase, sale or possession of drugs, an otherwise unexplained change in the member’s behavior or work performance; an observed impairment of the member’s ability to perform their duties.

**Section 2. Testing Procedures.** Testing shall be performed by a licensed laboratory or by medical professionals. Testing will be done with due regard to chain of custody as well as the employee’s rights to privacy and Union representation.

For urine testing, two samples will be taken. An employee whose drug or alcohol test results in a positive report may, within forty-eight (48) hours of receiving notification of such result, request in writing to the Superintendent of Schools that the second sample be made available for re-testing at a licensed or certified laboratory of the employee’s choosing. The second sample shall be transferred to that laboratory in such manner as to ensure proper chain of custody. The second testing shall be at the expense of the employee. If the second testing provides a negative result, the Board shall reimburse the employee for all costs associated with the second testing.

**Section 3. Interference With or Refusal to Submit to Testing.** Any alteration, switching, substituting or tampering with a sample or test given under this Agreement by any employee shall be grounds for immediate suspension and subsequent disciplinary action which may include dismissal. The refusal by an employee to submit to a drug or alcohol screening test pursuant to the provisions of this Article, including failing to provide a urine sample within a three (3) hour period, or to cooperate in providing information needed in connection with the testing, shall result in the employee’s immediate suspension without pay and subsequent disciplinary action which may include dismissal.

**Section 4. Rehabilitation.** The opportunity for rehabilitation (rather than discipline) may be granted once for any employee who is not involved in any drug/alcohol related misconduct and either:

- (a) voluntarily admits to alcohol or legally prescribed drug abuse prior to testing, or
- (b) tests positive for alcohol or abuse of legally prescribed drugs for the first time. In the case of legally prescribed drugs, abuse shall be defined as use without a legal prescription or excessive use not in accordance with a prescription.

The employee shall use accumulated sick leave for the period of any absence for the purpose of rehabilitation. All treatment will be at the sole expense of the employee, to the extent not covered by the employee's health benefits plan. As part of any rehabilitation program, the employee may be required to undergo periodic screening for drugs or alcohol. If, after screening, the employee has tested positive, they will be immediately suspended without payment and will be subject to discharge.

**Section 5. Consequences of Positive Test.** The consequences of a positive test shall be as follows:

- (a) For use of an illegal drug - discharge.
- (b) For abuse of a legally prescribed drug - one opportunity for rehabilitation, then discharge. Abuse shall be defined as use without a legal prescription or excessive use not in accordance with a prescription.

For alcohol (at the level of .04 or above) - one opportunity for rehabilitation, then discharge.