

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CLINTON BOARD OF EDUCATION
AND
LOCAL 506, MUNICIPAL EMPLOYEES' UNION
INDEPENDENT
(SECRETARIES)

July 1, 2019 THROUGH June 30, 2021

May 18, 2020

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PREAMBLE

This Agreement is entered into by and between the Board of Education of the Town of Clinton, hereinafter referred to as the "Board," and the Municipal Employees Union Independent, Inc., hereinafter referred to as the "Union."

ARTICLE I RECOGNITION

The Board recognizes the Municipal Employees' Union Independent as the exclusive Bargaining agent for all secretaries and clerical employees of the Clinton Board of Education as per State Board of Labor Relations decision and certification dated October 27, 1989.

ARTICLE I-A MANAGEMENT RIGHTS

The Union recognizes that the Board has the full authority of law to manage, control and direct the operations of the school system, subject to the provisions of this Agreement and state statutes.

ARTICLE II UNION SECURITY

1. Notice of New Hire/Orientation.
 - a. The Board shall provide the Union with electronic notification of the name, job title, department, work location, phone numbers, home address, and e-mail address of any newly hired employee within seven (7) days of the date of hire. The Town shall permit the Union up to one (1) hour of time to meet with new hires either during their employee orientation or during another mutually agreed upon time.
 - b. Upon receipt of a signed authorization form from the employee involved, the Board agrees to deduct from the pay of its bargaining unit members such membership dues and initiation fees, service fees and reinstatement of service fees as may be fixed by the Union. Such deductions shall continue for the duration of the agreement or any extension thereof. An employee may withdraw from membership in the Union by giving written notice to the Union and the Board. The Board agrees to voluntary payroll deductions for the Union's Political Action Fund. These deductions shall be kept consistent with federal and state law on the subject.
 - c. Should an employee withdraw membership from the Union, he or she must immediately notify the Board, in writing, to discontinue deductions from the employee's wages. This notice must be sent regardless of any written notice

required under Section 1b of this Article. Upon receipt of this written notice, the Board will discontinue deductions from the employee's wages as soon as practical.

2. 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 or fees. In addition, the Union shall furnish the Board with a statement signed by the employee authorizing the Board to make dues deductions.
3. The deduction of Union dues or fees 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 or fees to the Union will be accompanied by the list of names of employees from whose wages dues or fees deductions have been made.
4. No dues will be deducted from an employee on sick leave who has exhausted accumulated sick leave or while collecting workers' compensation.
5. The Union agrees to indemnify and to hold and save the Board harmless against any and all claims, demands and suits that shall or may arise out of or by reason of any action taken by the Board for the purpose of complying with the provisions of this Article.
6. The Board shall provide each employee with a copy of the contract within thirty (30) days after the signing of the Agreement.
7. New employees shall be provided with a copy of this Agreement when they are hired.
8. The Board shall provide the Municipal Employees' Union Independent office with one (1) signed contract after the signing of this Agreement. The Union shall provide the Board with two (2) signed copies of this Agreement.
9. Union representatives shall be permitted to enter any of the schools with approval of the building principal for the purpose of discussing, processing or investigating grievances with twenty-four (24) hours notice, except for emergency situations.
10. 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 use of the Union.
11. One Union designated bargaining unit member or Steward shall be released with pay for up to two (2) days per contract year for MEUI training, conventions, etc. Advance notice shall be given to the employee's supervisor and the Superintendent.
12. Within thirty (30) days of hire, the Board shall provide the Union with the name and work location of any new employee covered by the collective bargaining agreement.

ARTICLE III
NON-DISCRIMINATION

All provisions of this Agreement shall apply equally to all employees without discrimination on the basis of race, color, creed or religion, gender, gender identity, sexual orientation, national origin, age, physical, veteran status, present or past history of mental disorder, political or labor affiliation.

ARTICLE IV
HOURS OF WORK AND OVERTIME

1. Twelve-month Secretary.
 - a. The hours of work will be seven and one-half (7½) hours per day.
2. Ten-month Employees.
 - a. During the school year, the hours of work will be at least five (5) hours per day, excluding a 30-minute lunch period. Those secretaries presently receiving a 60-minute lunch period will continue with such lunch period during the term of this Agreement.
 - b. During the summer recess and school vacations, the hours of work for such employees will be five (5) hours per day, excluding a sixty (60) minute lunch period. Summer recess shall begin the day after school closes and end the day school begins.
 - c. The basic work year for ten-month secretaries includes all student attendance days. Ten-month secretaries may be assigned additional days of work as needed by the school district. The maximum number of days to be worked during the year will be 210 days (exclusive of holidays). Normally, additional days shall be worked before and after the student school year. If a secretary will be assigned to work during a school vacation period, he/she will be given at least thirty (30) days notice. If he/she is unable to work the school vacation assignment due to other commitments, she may have another secretary work in that assignment provided there is prior notification to and approval in writing by the supervising administrator and the Superintendent.
 - d. The schedule for ten-month employees will provide a minimum of three (3) consecutive weeks during the summer vacation when the employee is not scheduled to work.
3. Nothing herein prohibits the Board of Education or its designee from changing the hours of work of any employee.

4. Overtime.
 - a. Time and one-half shall be paid for all work performed in excess of forty (40) hours per week.
 - b. Time and one-half shall be paid for all work performed in excess of eight (8) hours in one day, provided the employee has obtained approval for the additional hours from the Superintendent or his/her designee.
 - c. When a paid holiday, as hereinafter defined, falls during a work week, it shall be included as hours worked in determining overtime.
5. The Board of Education agrees to make a good faith effort to notify employees as soon as possible of permanent schedule changes or transfer between work sites. At least two (2) weeks notice shall be given, unless there is a need which could not be anticipated by the Superintendent.
6. Employees who are interested in the opportunity for work during the summer or during school vacations shall so notify the Superintendent's office. Such notice will be in writing. For work opportunities during school vacations the notice shall be given not later than September 1; for work opportunities during the summer, the notice shall be given not later than April 1. When opportunities for special assignments which are not part of another employee's ordinary work arise, the immediate supervisor shall offer the work first to an employee in the school where the work occurs and next to the most senior employee from another school, provided that these employees are qualified to perform the work.
7. Employees who are required to attend staff days shall be paid for time worked on those days, provided that attendance has been approved in advance in writing by the Superintendent or his/her designee.

ARTICLE V
SENIORITY

1. The Board shall prepare a list of all employees covered by this Agreement, showing their date of hire with the Board, and deliver the same to the Union office on October 1st of each year. Unless the Union files any objections with regard to the list with the Superintendent's office within thirty (30) days of delivery, the list shall be deemed correct in all its aspects.
2. Each person newly appointed to a bargaining unit position from outside the bargaining unit shall be placed on probation for a period of ninety (90) days, during which period the Board may terminate such person without such action being subject to the grievance procedure as set forth in Article XI hereof. If, at the end of this

period, the person's work is considered to be satisfactory, the person shall be deemed to be a permanent employee of the school district and seniority shall date from the first day worked. An employee who does not successfully complete his/her first ninety (90) days shall be entitled to a conference with the Superintendent or his/her designee to discuss reasons for such failure.

3. Seniority shall be defined as an employee's total service with the Board within the bargaining unit from date of last hire, including all authorized paid leaves of absence, providing the employee returns to work immediately at the conclusion of such leave. A ten-month work year will be counted the same as a twelve-month work year for purposes of seniority.
4. Seniority will continue to accrue while an employee is receiving workers' compensation benefits.

ARTICLE VI **VACANCY**

1. Job vacancy is defined as an opening designated as a vacancy by the Board of Education and which is created by a death, retirement, resignation, dismissal, or new position in the classifications listed in the salary schedule.
2. All job openings covered by this Agreement shall be posted. Postings shall be on the district website and via e-mail (using @clintonpublic.net addresses) to members of the bargaining unit at least five (5) business days (Monday through Friday) prior to the anticipated application closing date. During the summer months, vacancy notices shall also be mailed to the local Union steward and the union office. No position will be filled until the posting period has closed.
3. Employees desiring to apply for a transfer to a vacant position shall file an application, in writing, within the posted time limits.
4. In the event that the two top candidates for a job vacancy are equal in qualifications and one or both candidates are from within the bargaining unit, the vacancy will be awarded to the candidate with the most seniority.

ARTICLE VII **LAYOFF AND RECALL**

1. If a bargaining unit position is eliminated, the least senior employee in the affected job classification shall be laid off. If the position eliminated is not occupied by the least senior employee in the classification, the employee in the position eliminated shall displace the least senior employee in the classification. A temporary employee

doing secretarial work in a school shall be dismissed prior to layoff of a bargaining unit school secretary.

2. An employee who is laid off shall have recall rights for eighteen (18) months following the date of the layoff. During the period of recall, the employee on the recall list shall be offered reemployment if there is a vacancy in the job classification from which she was laid off. Notice of the opportunity for reemployment shall be sent by certified mail. If the employee on the recall list does not respond within ten (10) calendar days at the date of the notice, the right of recall shall be forfeited. Further, if the employee on the recall list is not available to commence reemployment within fifteen (15) calendar days of the recall notice, recall rights shall be forfeited.

An employee on the recall list shall be offered any temporary or substitute work within the classification (normally by telephone call). If the employee on the recall list is not available for the temporary or substitute work when it is needed or cannot be reached, there shall be no obligation to hold the assignment for the individual. Refusal or unavailability for temporary or substitute work shall not be the basis for forfeiture of recall rights.

ARTICLE VIII **PERSONNEL RECORDS**

1. An employee covered hereunder shall, on his/her request, be permitted to examine and copy any and all materials in his/her personnel file. The Union may have access to any employee's records upon presentation of a written authorization signed by said employee.
2. The employee will receive a copy of material placed in his/her file concerning job performance. At any time, an employee may file a written rebuttal to said material and may request that said material be reviewed by the Superintendent or his/her designee for the purpose of considering the removal of such material.

ARTICLE IX **LEAVE PROVISIONS**

1. Sick Leave.
 - a. Twelve-month secretaries shall receive sick leave with full pay of fifteen (15) days per year with an accumulation of 180 days of unused sick leave.
 - b. Ten-month secretaries shall receive sick leave with full pay of fifteen (15) days per year with an accumulation of 150 days of unused sick leave.

- c. Sick leave may be used for (a) personal illness or injury, or (b) necessary dental or medical treatment or for instances of family violence, consistent with the provision of Connecticut General Statute 31-57r, as such may be amended from time-to-time. In addition, up to two (2) sick leave days per year may be used for illness in the immediate family (children, parents, spouse) following exhaustion of personal leave.
2. Personal Leave.
 - a. An employee shall be entitled to up to three (3) days of personal leave each year. Personal leave may not be taken to extend a holiday or school vacation.
 - b. A request for personal leave shall be submitted to the Superintendent or his/her designee at least one week in advance, except in the case of an emergency or death in the family. If more employees request leave than can be granted leave on a given day, requests will be approved on a first-come, first-served basis.
3. Bereavement Leave. In addition to personal leave, an employee shall be entitled to up to two (2) days of bereavement leave for up to two (2) occurrences per year. An employee may take bereavement leave in connection with a death in the immediate family (spouse, child, parent, sibling, grandchild or grandparent). Personal leave may also be used for bereavement. If an employee needs additional time for bereavement, the employee may take unpaid leave.
4. Leave Increments. Sick leave, personal leave and bereavement leave shall be used in increments of three (3) hours or the length of the employee's work day, whichever is less.
5. Workers' Compensation. Whenever an employee is absent from school as a result of injury or assault arising out of and in the course of his/her employment and for which workers' compensation benefits for temporary disability are due and payable, he/she shall be paid his/her full salary for the period of such absence, not to exceed ninety (90) days, less the amount of the workers' compensation for said period. Such absence will not be charged to annual or accumulated sick leave.

In exceptional cases, the Board may continue the payment, as provided in the above paragraph, beyond the ninety (90) day period, upon request of the employee and based upon an analysis of the individual case. If the Board refuses to grant such additional payments, an employee may elect to use a portion of accumulated sick leave.
6. Jury Duty. Employees shall be entitled to full pay at their base rate for absence because of jury duty, less the fee paid with respect to such duty.

7. Payment for Sick Leave on Separation.

Upon the voluntary termination of employment, retirement or death of any employee who has completed ten (10) years with the Board, he/she or the legal representative of his/her estate shall be compensated at the employee's applicable wage rate for twenty-five percent (25%) of the total accrued and unused sick leave.

Compensation for each day of unused sick leave shall be based on the average of the employee's regularly scheduled daily hours for the five (5) years prior to termination, retirement or death.

ARTICLE X
GRIEVANCE PROCEDURE

1. Purpose.

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances regarding misapplication and misinterpretation of the contract agreement.

2. Definitions.

- a. A "grievance" shall mean a complaint by an employee or a group of employees that his/her/their rights under the specific language of this Agreement have been violated or that, as to him/her/them, there is a misinterpretation or misapplication of the specific provisions of this Agreement.
- b. "Grievant" shall mean any member of the bargaining unit or a group of bargaining unit members similarly affected by a grievance, seeking recourse under the terms of this Article.
- c. "Days" shall mean week days, Monday through Friday, when the central office of the school district is open for business.

3. Time Limits.

- a. If a grievance, in writing, is not filed within fifteen (15) days after the grievant first knows or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
- b. The time limits specified within this Article, except for the initial filing, may be extended by mutual agreement of the Union and Board or its designee, provided that if a grievance is not submitted to a higher step in the above

procedure, it shall be deemed settled on the basis of the answer in the last step considered.

- c. Failure by any administrator or the Board of Education to render his/her decision within the specified time limits shall be deemed to be a denial of the grievance, and the grievance shall proceed to the next level.

4. Level One - School Principal/Immediate Supervisor.

- a. If an employee feels that he/she may have a grievance, he/she and/or his/her Union steward or Union representative may first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally.
- b. If the employee is still not satisfied with the disposition of the matter, he/she shall reduce the grievance to writing and submit it to the principal or other appropriate administrator. The principal shall, within five (5) days of the filing of the grievance in writing, give a written answer, with a copy to the Union.

5. Level Two - Superintendent of Schools.

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after the decision, file his/her written grievance with the Superintendent.
- b. In case of dismissal, suspension, demotion, and class action grievance, the grievance shall be submitted directly to Level Two.
- c. The Superintendent and/or designee shall, within five (5) days after receipt of the referral, meet with the grievant and a representative of the Union for the purpose of resolving the grievance.
- d. The Superintendent and/or designee shall, within five (5) days after the hearing, render his/her decision and the reasons therefore, in writing, to the grievant, with a copy to the Union.

6. Level Three – Mediation.

- a. If the grievance is not resolved, the Union may submit the matter to a mediator appointed by the State Board of Mediation and Arbitration for the purpose of helping to resolve the grievance within ten (10) days after receipt of Level Two answer. A copy of the request shall be sent to the Board.

7. Level Four – Arbitration.
 - a. If the grievance is not resolved to the Union's satisfaction at Level Three, the Union may, at its option, submit the grievance to arbitration within fourteen (14) days of receiving the Level Three answer. The submission of the grievance shall state the provisions of the contract allegedly violated and the remedy sought. Grievances shall be submitted to the Connecticut Board of Mediation and Arbitration.
 - b. The arbitrator shall have no power to add to, subtract from, alter, or modify this Agreement. The decision of the arbitrator shall be final and binding.
 - c. The cost of arbitration will be borne equally by the parties.
 - d. The arbitrator will hear only one grievance at a time. This provision will not prevent the arbitrator from hearing a class action grievance. Neither will it prevent discussion of the arbitrability and the merits of the grievance at the same hearing.
8. A grievance may be initiated at the level where the incident giving rise to the grievance first occurred. A class action grievance shall be submitted by the Union at the Superintendent's level.

ARTICLE XI
INSURANCE AND PENSION BENEFITS

1. Health Insurance.

The Board shall offer each eligible employee and their eligible dependents the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health benefits and dental benefits. The health plan benefits shall be as set forth in the SPP effective on July 1, 2019, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

- a. The premium rates shall be set by the SPP. Based on such rates, the Board shall establish a blended rate to provide the same rate to active and retired administrators in accordance with statute.
- b. The employee percentage share of such premium cost shall be as follows:
 - Effective July 1, 2019: 19.5%
 - Effective July 1, 2020: 20%

- c. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.

- d. In the event any of the following occur, the Board or the Union may reopen negotiations in accordance with Conn. Gen. Stat. Section 10-153f(e) as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.
 - i) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

 - ii) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

 - iii) If the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

- e. In any negotiations triggered under subparagraph d above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account set forth in Article XI(B) of the 2016-19 Agreement to be the baseline for such negotiations, and the parties shall consider the following additional factors:
- Trends in health insurance plan design outside of the SPP;
 - The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

2. Pre-Tax Contributions.

The Board shall provide a plan whereby employees' premium cost sharing shall be on a pre-tax basis. The Board shall also establish such plan(s) as are required to allow employees to elect participation in:

- (1) a flexible spending account, with a two thousand five hundred dollar (\$2,500) per year limit on medical expense reimbursements; and/or
- (2) a dependent care assistance plan with such annual limit as permitted under the Internal Revenue Code.

These plans shall be established and administered in accordance with Internal Revenue Code requirements.

3. Life Insurance.

The Board shall pay ninety percent (90%) of the cost of the current group \$55,000 life insurance for eligible employees.

4. Eligibility for Participation.

The health insurance benefits of this Article are voluntary on the employee's part. Part-time employees, that is, those who work less than thirty (30) hours per week, are not entitled to participate in the health and life insurance plans of this Article.

5. Pension.

A bargaining unit employee shall be eligible to participate in the pension plan after one (1) year of employment, provided the employee works one thousand (1,000) or more hours during the plan year (July 1 to June 30). Effective July 1, 1998, the plan

shall be known as the "Pension Plan for Non-Certified Personnel of the Clinton Public Schools." The method of funding the benefits provided by the plan shall be determined by the Board.

The benefits of the plan shall be the same as those under the July 1, 1977 defined benefit pension plan and trust with the following modifications:

- Voluntary contributions and provisions related to such shall be eliminated.
 - All references to life insurance policies shall be deleted.
 - The retirement benefit formula will be modified to change one percent (1%) to one and one-half percent (1.5%) for fiscal year 1998-1999 and to two percent (2%) for fiscal year 1999-2000.
 - The death benefit shall be equal to the present value of the accrued benefit.
 - The employee shall contribute two percent (2%) of earnings to the pension fund, by payroll deduction.
6. Any bargaining unit member who, upon retirement from the Clinton School System, receives actual payment for current Social Security benefits immediately after retirement, will be permitted to participate in all group insurance plans available to active employees at his/her own cost, except for life insurance. The maximum life insurance coverage available will be an amount equal to no more than fifty percent (50%) of the individual's pre-retirement life insurance, which shall be reduced to maximum of five thousand dollars (\$5,000) at age 65. Participation in all health plans shall terminate at age 65.

ARTICLE XII

WAGES

1. New employees will be hired at such step of the pay scale as the Board or the Superintendent deems appropriate, but shall not be hired above the third lowest step of the salary schedule in any given contract year.
2. Experience on the salary schedule will be granted to secretaries of the Board who have served as an aide, director of library resources, a secretary or bookkeeper but whose position was not covered by this collective bargaining agreement. The procedure for granting experience will be to total the hours worked in the previous position, then take the annual hours for the new position. Previous hours worked divided by new annual hours will equal credit on the salary schedule. Anything at or above 0.5 will receive a full year's credit.

3. An employee temporarily assigned to do the work of another employee will remain at his/her own hourly rate.
4. 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, the employee will be paid at the lowest step in the higher class or grade which produces an increase of at least one pay increment.
5. If an employee is permanently moved from a class or grade to a different class or grade which has a lower maximum rate of pay, he/she shall be paid at the step in the lower class or grade which is closest to his/her current rate of pay.
6. When an employee is temporarily assigned to a job classification with a higher wage scale for five or more consecutive work days, he/she shall be paid at the first step in the higher wage scale which produces an increase of one increment retroactive to the first day of such temporary assignment.
7. Method of Payment of Wages.
 - a. A twelve-month employee shall be paid as follows:
 1. A twelve-month employee shall be paid in twenty-six (26) bi-weekly installments each fiscal year. The amount paid shall be based on the employee's hourly rate times the projected work hours for the fiscal year, divided by twenty-six (26). If the hourly rate or work hours change at any time during the year, an adjustment shall be made in the bi-weekly amount.
 2. If a twelve-month employee works overtime, she shall be paid for such in the biweekly following that in which the overtime is worked.
 3. Employees hired on or after July 1, 2016 shall be paid in accordance with wage and hour law.
 - b. A ten-month employee shall be paid as follows:
 1. For the work year as defined in Article IV, 2c, and the holidays specified in Article XVI, Section 1, the employee shall be paid in twenty-two (22) biweekly installments, beginning with the first pay period of the school year on which teachers are paid. The amount paid shall be based on the employee's hourly rate times the projected work hours for the school year and the projected holiday hours, divided by twenty-two (22). If the hourly rate of projected hours changes at any time during the school year, an adjustment shall be made in the biweekly amount.
 2. If a ten-month employee works overtime, she shall be paid for such in the biweekly following that in which the overtime is worked.

3. For additional days worked during summer recess and school vacations, the ten-month employee shall be paid in accordance with wage and hour law.
4. Employees hired on or after July 1, 2013 shall be paid in accordance with wage and hour law.
5. For ten-month employees, the annual cost of Union dues or fees and of employee contributions to insurance plans shall be made over the ten months of the school year. Such dues, fees and insurance contributions are deducted in equal amounts from the first two paychecks each month.

ARTICLE XIII
MATERNITY AND FAMILY LEAVE

1. Maternity Leave

Disabilities resulting from or contributed to by pregnancy, miscarriage, abortion, childbirth or maternity defined as the hospital stay and any period before or after the hospital stay certified by the attending physician as that period of time when an employee is unable to perform the requirements of her job, may be charged to any accrued sick leave.

An employee who does not have sufficient accrued sick leave to cover the period of such disability shall be granted a leave of absence without pay in accordance with applicable law.

An employee who is absent for the reasons specified in this Section shall continue to accrue leave time in accordance with articles IX and XVII of this Agreement. Such leave time may not be used unless and until the employee returns to work after the expiration of the leave.

An employee who takes such leave shall inform the Superintendent of Schools or designee of her intent to return to active employment at the conclusion of the leave.

2. Family leave shall be granted in accordance with federal law. Such leave shall be without pay, but with position held.
3. Leave of Absence without pay in addition to that specified in Sections 1 and 2 above may be granted to an employee at the discretion of the Board of Education.

ARTICLE XIV
HOLIDAYS

1. The following days shall be designated as paid holidays for all twelve-month employees, provided the holidays fall within their work year:

Independence Day	New Year's Day
Labor Day	President's Day
Columbus Day	Martin Luther King Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Christmas Day	Floating Holiday
Christmas Break - One Day	

The following days shall be designated as paid holidays for all ten-month employees, provided the holidays fall within their work year:

Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Christmas Day	Floating Holiday
Christmas Break - Two Days	

2. On the last day of school prior to Thanksgiving and Christmas holidays, employees shall be dismissed after students are released or at 1:00 p.m., whichever is later. On those days, employees shall be paid for a full day.
3. When a holiday occurs during regular vacation, said holiday shall not be charged against the employee's earned vacation time. The employee shall be granted an additional day off at a time mutually agreeable to both the employee and the Superintendent or his/her designee.
4. Whenever any of these holidays shall occur while an employee is out on sick leave, the employee shall be paid for the holiday at his/her earned rate and his/her sick leave shall not be charged for that holiday.

ARTICLE XV
VACATION

1. All twelve-month, full-time clerical employees covered under the terms of this Agreement shall annually, on June 30th, be entitled to paid vacations as follows:
- a) six (6) months of service - five (5) working days;

- b) one (1) but less than five (5) years of service - ten (10) working days;
 - c) five (5) but less than ten (10) years of service - fifteen (15) working days;
 - d) ten (10) or more years of service - twenty (20) working days.
2. The employee's anniversary date of hire will be used to determine the amount of vacation time due as of July 1st each year, and he/she shall be paid at this current straight time rate of pay.
 3. Vacation schedules will be arranged at the convenience of the building principal and by approval of the Superintendent and shall be taken during July and/or August. With the approval of the Superintendent and building principal, the vacation may be taken during a month other than July and/or August. In the event of a conflict between employees on the scheduling of vacations, preference shall be granted within a building on the basis of seniority.
 4. Earned but unused vacation shall be paid to an employee in the event that he/she terminates his/her service with the Board, providing the employee gives the Superintendent or his/her designee at least two (2) weeks advance written notice of his/her desire to terminate.
 5. In the event of an employee's death, his/her prorata accumulated vacation shall be paid to his/her estate.
 6. In the event that a ten (10) month position is upgraded to a twelve (12) month position, time worked in the ten (10) month position shall be prorated to determine vacation benefits as provided for herein.

ARTICLE XVI
LEAVE BALANCES

On or prior to November 1 of each year, employees shall receive a print out of their sick leave and vacation accrual balances.

ARTICLE XVII
MISCELLANEOUS

1. In the event that employees are released from work part-way through the day by the Superintendent or his/her designee, as a result of an emergency or weather conditions, employees who are sent home shall be paid for the remainder of the day.
2. When an employee is required to use his/her personal vehicle for school business, the employee shall receive a mileage reimbursement at the rate established by the Board

of Education. However, in the event the use of the vehicle does not take the employee out of the way of his/her route from home to work, or from work to home, such employee shall not be entitled to mileage reimbursement.

3. Secretaries will not be required to drive students home.
4. Upon request through the principal of the school, the Union will have the right to use school buildings, at reasonable times, at no cost.


ARTICLE XVIII **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 validity of the remaining portions of this Agreement shall not be affected hereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision, and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated article, section, sentence, clause or phrase.

ARTICLE XIX **DURATION**

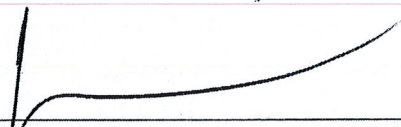
1. This Agreement shall be effective upon signing, except where the Agreement specifies an effective date, and shall continue in full force and effect until June 30, 2021.
2. Either party may notify the other party, in writing, of its desire to bargain collectively with respect to the successor agreement; however, neither party shall be obligated to take part in any such collective bargaining session prior to October 1. Negotiations for a successor agreement shall take place in accordance with the time frame specified in the Municipal Employee Relations Act.

MUNICIPAL EMPLOYEES UNION
INDEPENDENT, LOCAL 506
(Secretaries)

By: 
Theo Horesco
Staff Representative

Date: 6/25/20

CLINTON BOARD OF EDUCATION

By: 
Erica Gelven
Board Chairperson

Date: 6/18/20

APPENDIX A - WAGE SCHEDULE

2019-20		2020-21	
	Secretaries		Secretaries
1		1	
2		2	
3		3	
4	\$20.26	4	\$20.91
5	\$20.65	5	\$21.30
6	\$20.78	6	\$21.43
7	\$21.66	7	\$22.31
8	\$22.19	8	\$22.84
9	\$22.73	9	\$23.38
10	\$23.03	10	\$23.68
11	\$23.73	11	\$24.38
12	\$23.94	12	\$24.41

For eligible employees, wage rates shall be retroactive to July 1, 2019.

There shall be no step movement effective July 1, 2019 and July 1, 2020.