

**Collective Bargained Agreement**

between

**Mansfield Classified Employees**

and

**The Mansfield School District #207**

**September 1, 2024 – August 31, 2026**

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1 **DECLARATION OF PRINCIPLES**

2 It is the intent and purpose of the parties hereto to promote and improve the efficient  
3 administration of the District and well-being of employees within the spirit of the Classified  
4 Employees Collective Bargaining Act, to establish a basic understanding relative to  
5 personnel policies, practices and procedures, and to provide means for amicable discussion  
6 and adjustment of matters of mutual interest.

7  
8 **PREAMBLE**

9 This Agreement is by and between the Mansfield School District and the Classified Staff of  
10 Mansfield pursuant to RCW 41.56. Mansfield School District Number 207 will hereinafter  
11 be referred to as "District."

12  
13 **ARTICLE I**

14 **RECOGNITION AND COVERAGE OF AGREEMENT**

15 **Section 1.1. Bargaining Unit.** The bargaining unit to which this Agreement is applicable  
16 shall consist of all full-time and regularly scheduled part-time Para-educators, Food  
17 Service, Library, Building/District Secretary, Transportation and Maintenance/Custodian  
18 employees of Mansfield School District, excluding supervisors and temporary employees.  
19 Executive assistants, Business manager, and Accounts Payable are not represented in this  
20 agreement.

21 **Section 1.2. Substitutes.** Substitutes are casual employees who work less than (90)  
22 cumulative days in any twelve (12) month period. Any classified employee who works  
23 twenty (20) consecutive days or more in one year in one classification or position shall  
24 become eligible for, from the 21st day of service on, be paid according to the regular salary  
25 Schedule A of classified staff. And substitutes will not receive benefits or contract rights.  
26 Substitutes are not represented in this agreement.

27  
28 **ARTICLE II**

29 **RIGHTS OF THE EMPLOYER**

30 **Section 2.1. Management Rights.** All management rights, powers, authority and  
31 functions shall remain vested exclusively in the District. It is expressly recognized that  
32 such rights, powers, authority and functions include, but are by no means whatever limited

1 to, the full and exclusive control, management and operation of its business and its affairs;  
2 the determination of the scope of its activities, business to be transacted, functions to be  
3 performed, and methods pertaining thereto; the location of its offices, schools and places of  
4 business and equipment to be utilized, and the layout thereof; the right to establish, change,  
5 combine or eliminate jobs, positions, job classifications and descriptions; the right to  
6 establish compensations for new or change existing procedures, methods, processes,  
7 facilities, machinery and equipment, technological changes, contract or subcontract any  
8 work; the right to make and enforce safety and security rules and rules of conduct; the  
9 determination of the number of employees and the direction of the employees, including  
10 hiring, selection and training of new employees, and suspending or discharging for cause,  
11 scheduling, assigning, laying off, recalling, promoting, retiring, demoting and transferring of  
12 the employees. The District and the Classified Staff agree that the above statement of  
13 management rights is for illustrative purposes only and is not to be construed or  
14 interpreted so as to exclude those prerogatives not mentioned which are inherent to  
15 management, including those prerogatives granted by law.

16  
17 **ARTICLE III**

18 **RIGHTS OF EMPLOYEES**

19 **Section 3.1.** It is agreed that all employees subject to this Agreement shall have and shall  
20 be protected in the exercise of the right, freely and without fear of penalty or reprisal, to  
21 join and assist the Classified Staff in all such matters as authorized by law.

22 **Section 3.2. Personal Concerns.** Each employee shall have the right to bring matters of  
23 personal concern to the attention of appropriate Classified representatives and/or  
24 appropriate officials of the District.

25 **Section 3.3. Representation.** Employees subject to this agreement have the right to have  
26 Classified representatives or other persons present at discussions of discipline or  
27 discussions that could result in discipline between themselves and supervisors or other  
28 representatives of the District.

29 **Section 3.4. Delegation of Rights.** Each employee reserves and retains the right to  
30 delegate any right or duty contained in this agreement, exclusive of compensation for  
31 services rendered, to appropriate representatives of the Classified staff.

32 **Section 3.5. Non-Discrimination.** There shall be no discrimination against any  
33 employee or applicant for employment by reason of race, color, creed, religion, marital  
34 status, sex, age, national origin, honorably-discharged veteran or military status, sexual  
35 orientation including gender expression or identity, the presence of any sensory, mental

1 or physical disability or the use of a trained dog guide or service animal by a person with a  
2 disability; and the Board will not discriminate against any employee with respect to  
3 hours, wages, or terms of conditions of employment by reason of his/her membership  
4 in the Association, his/her participation in collective bargaining with the Board, or  
5 his/her institution of any grievance, complaint, or proceeding under this Agreement.

6 **Section 3.6. Personnel Files.** There shall be only one (1) official personnel file for each  
7 employee, to be kept in the District Administration Office. Employees shall be given a copy  
8 of any material that is placed in their personnel file upon request. Employees are entitled  
9 to attach written comments to any evaluative or discipline materials.

10 **Section 3.7. Complaints Against Employees.** Any complaint against an Employee that  
11 may lead to disciplinary action or that may be reflected in the Employee's evaluation shall  
12 be promptly called to the attention of the Employee and shall be promptly investigated.

13 **Section 3.8. Confrontational Situations.** Employees are expected to use reasonable  
14 measures as necessary to protect him/herself, another employee or another student from  
15 attack, physical threat, abuse or injury, or to prevent damage to District or personal  
16 property. Such reasonable measures may include seeking assistance from another staff  
17 member or from law enforcement officers as necessary. Employees must follow District  
18 policy/procedure on any student contact; the District will provide appropriate training or  
19 guidelines relating to this section.

20 **Section 3.9. Administration of Medication.** The administering of medication and  
21 ongoing health intervention to students shall be the responsibility only of employees  
22 trained for that purpose. Employees charged with the responsibility for "supervision of  
23 students" shall be informed of medical problems the District is aware of for any student for  
24 which they are responsible to protect the health and safety of the student.

25 **Section 3.10. Bus Driver Drug and Alcohol Testing.** The District will implement  
26 mandatory bus driver/alcohol testing per Department of Transportation (DOT) regulations  
27 statute and school board policy. If a positive test results, the District reserves the right to  
28 suspend or terminate employment.

29  
30 **ARTICLE IV**

31 **EVALUATIONS**

32 **Section 4.1. Evaluations.** Evaluations of employees shall be performed by appropriate  
33 supervisors annually. Evaluations shall relate to the employees assigned duties and job  
34 descriptions. The purpose of performance evaluations is to determine how well an

1 employee is performing assigned duties. The District will follow the steps described in  
2 Article IX when an employee is not performing to expected standards.

3  
4 **ARTICLE V**

5 **HOURS OF WORK AND OVERTIME**

6 **Section 5.1. Workweek.** The workweek for full-time employees shall consist of forty (40)  
7 hours per week.

8 **Section 5.1.1. Alternative Schedule.** Upon request, the District may grant short term  
9 waivers or adjustments in the workweek. The District can cancel such changes by notifying  
10 the employee of the needs of the District not being met.

11 **Section 5.2. School Closure.** In the event of an unusual school closure due to inclement  
12 weather, plant in-operation, or the like, the District will make every reasonable effort to  
13 notify each employee to refrain from coming to work. Employees who are not notified and  
14 report to work shall receive a minimum of two (2) hours pay at regular rate in the event of  
15 such a closure. If an employee's workday is less time than regularly scheduled, as a result of  
16 a school delay or cancellation, employees shall have the following options:

17 **Delayed Start** - We expect **all** employees to report to work at their regular time if they are  
18 able to safely arrive at work as determined by the employee.

19 For any missed time all employees may choose one of the following options:

- 20 A. The employee may accept a deduction of pay for the unworked hours.  
21 B. The employee may have the time deducted from personal leave.  
22 C. Full Time Employees may request a deduction in his/her vacation leave.

23  
24 **Cancellation of school**

25 **Full Time Employees** - We expect full time employees to report to work at their  
26 regular time if they are able to safely arrive at work as determined by the employee.

27 For any missed time all employees may choose one of the following options:

- 28 A. The employee may accept a deduction of pay for the unworked hours.  
29 B. The employee may have the time deducted from personal leave.  
30 C. The employee may request a deduction in his/her vacation leave.

1 **Part Time Employees** - are not expected to work and the day missed will be made  
2 up at a later time during the year.

3 **Section 5.3. Meal and Rest Periods.**

4 **Full-time** employees' normal shift shall consist of eight (8) hours, excluding a  
5 minimum of thirty (30) minute unpaid and uninterrupted lunch period, which may be  
6 extended to one (1) hour by mutual agreement with the supervisor, as near the  
7 middle of the shift as is practicable, and including a fifteen (15) minute first half and  
8 fifteen (15) minute second half rest period, both of which rest periods shall occur as  
9 near the middle of each shift as is practicable.

10 **Part Time** Employees assigned to shifts less than eight (8) hours shall be given a  
11 fifteen minute rest period for each four (4) hours of work, and ten minutes for each  
12 shift of less than four (4) and more than two (2) hours of work.

13 **Section 5.4. Higher Classification Substitute.** Regular employees requested to work a  
14 shift job filled by a higher paid classification employee shall receive compensation equal to  
15 the rate that is normally received by the employee in the higher classification.

16 **Section 5.5. Meetings.** Employees will be paid their regular rate to attend meetings when  
17 their attendance is required by the District (not to include standby time).

18 **Section 5.6. Overtime.** All hours worked in excess of forty (40) hours per week shall be  
19 compensated at the rate of one and one-half (1 ½) times the employee's base pay.  
20 Overtime will not be worked without District approval or assignment. Time off leave,  
21 vacation or holiday will not count towards the forty (40) hours.

22 **Section 5.7. Call-Backs.** Employees called back to work shall receive no less than two (2)  
23 hours pay at the appropriate employee's regular rate.

24 **Section 5.8. Transportation.**

25 **Section 5.8.1.** Recognized that Transportation presents special shift problems, shifts shall  
26 be established in transportation in relation to routes and driving times necessary to  
27 fulfilling the tasks of driving students to and from school; provided, however, that  
28 employees in the transportation department shall be entitled to the lunch and break  
29 benefits the same as any other employee; and provided further that all bus drivers shall  
30 receive pay for one-half ( ½ ) hour per route for bus inspection and warm-up in addition to  
31 regular driving time.

32 **Section 5.8.2. Extra Trips.** The term "extra trips" shall mean an assignment to transport  
33 students to any event sanctioned or authorized by the District other than regular to and  
34 from school transportation. All trips shall be compensated at the employee's regular rate,

1 provided that bus drivers shall be subject to the provisions of overtime. Drivers will be  
2 paid minimum wage for standby time. Drivers will be reimbursed for reasonable food,  
3 lodging and out of pocket expenses directly related to the extra trip.

4 **Section 5.8.3. Posting and Assignment of Extra Trips.** Only regular drivers (route and  
5 backup drivers) who have driven for the duration of at least one school year within the  
6 district are eligible for extra trip assignments. Extra trips shall be assigned to route drivers  
7 in a rotation depending upon scheduling conflicts with the regular routes, in which case a  
8 substitute driver shall be assigned to either the extra trip or the route in question. All extra  
9 trip assignments shall be made at the discretion of the Transportation Supervisor.

## 11 ARTICLE VI

### 12 **HOLIDAYS AND VACATIONS**

13 **Section 6.1. Holidays.** All year round employees shall receive the following holidays off  
14 with pay when the holiday falls within their work year:

New Year's Day (Jan.1)	Veterans' Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Day before Christmas (Dec.24)
Independence Day	Christmas Day (Dec.25)
Labor Day	Day after Christmas (Dec.26)
	Day before New Year'Day (Dec.31)

15  
16 Whenever any legal holiday, other than a Sunday, falls on Sunday, the following Monday  
17 will be a legal holiday, and whenever any legal holiday falls on a Saturday, the preceding  
18 Friday will be a legal holiday. Dec. 24, Dec. 26, or Dec. 31 will not be paid holidays if they  
19 fall on a Saturday or Sunday.

20  
21 **Section 6.2. Worked Holidays.** Employees who are required to work on the above  
22 described holidays shall receive the pay due them for the holiday, plus one and one-half (1  
23 ½) times their base rate for all hours worked on such holidays.

24 **Section 6.3. Holidays During Vacation.** Should a holiday occur while an employee is on  
25 vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of  
26 the holiday as such.

27 **Section 6.5. Vacation.** Upon completion of the first year of service with the District and  
28 through seven (7) years of service, each year-round, full-time employee shall receive two  
29 (2) weeks or ten (10) days of paid vacation per year; after seven (7) years through twenty  
30 (20) years of full-time employment, the employee shall receive three (3) weeks per year or

1 fifteen (15) days per year; beginning with twenty-one (21) or more years of full-time  
2 employment, the employee shall receive four (4) weeks or twenty (20) days per year.

3 **ARTICLE VII**

4 **LEAVES**

5 **Section 7.1. Sick, Injury, Childbearing and Emergency Leave.**

6 **Section 7.1.1.** At the beginning of each school year, each employee covered by this  
7 Agreement shall be credited with sick leave allowance according to F.T.E., to a maximum of  
8 twelve (12) days, accumulated at one day per working month. In the event of illness the  
9 appropriate deduction will be made. Sick leave shall accumulate up to a 180 day limit.

10 **Section 7.1.2. Use of Sick Leave.** Sick leave is defined to cover the illness, injury,  
11 childbearing, or emergency of the employee or immediate family including the care for a  
12 child under the age of eighteen (18) with a health condition that requires treatment or  
13 supervision.

14 **Section 7.1.3. Definition of Immediate Family.** For the purpose of leave, "immediate  
15 family" shall be defined as an employee's spouse, parents, children, siblings, grandchildren,  
16 grandparents, niece, nephew, aunt, uncle, or those of the employee's spouse, any person  
17 living in the same household as the employee or any person who is a dependent of the  
18 employee.

19 **Section 7.1.4. Sick Leave Attendance Incentive Program.** In January of the year  
20 following any year in which a minimum of sixty (60) days of leave for illness or injury is  
21 accrued, and each January thereafter, any eligible employee may exercise an option to  
22 receive remuneration for unused leave for illness or injury accumulated in the previous  
23 year at a rate equal to one (1) day's monetary compensation of the employee for each four  
24 (4) days of accrued leave for illness or injury in excess of sixty (60) days. Leave for which  
25 compensation has been received shall be deducted from accrued leave at the rate of four  
26 (4) days for every one (1) day of monetary compensation. At the time of separation from  
27 school district employment due to retirement or death, an eligible employee or the  
28 employee's estate shall receive remuneration at the rate equal to one (1) day's current  
29 monetary compensation for each four (4) days accrued leave for illness or injury.  
30 Maximum accumulation for such remuneration under this formula shall be one hundred  
31 and eighty (180) days.

32 **Section 7.1.5. Industrial Insurance.** In the event employees are absent for reasons which  
33 are covered by Industrial Insurance, the District shall pay the employee an amount equal to  
34 the difference between the amount paid the employee by the Department of Labor and the  
35 amount the employee would normally earn. A deduction shall be made from the

1 employee's accumulated sick leave in the accordance with the amount paid to the employee  
2 by the District.

3 **Section 7.2. Bereavement Leave.** Each employee shall be entitled to a maximum of five  
4 (5) days paid leave for absence caused by the death of an employee's immediate family  
5 member. The District shall grant employees one (1) day paid leave for absence caused by  
6 the death of a close friend, for a maximum of 6 total days. Bereavement leave shall not be  
7 deducted from sick leave and must be used within 20 days of the death. Bereavement leave  
8 is non-cumulative and can not be carried forward. If additional days are needed, they may  
9 be taken out of personal leave.

10 **Section 7.3. Personal Leave.** Each employee shall be entitled to two (2) days paid  
11 personal leave per year. Personal leave is neither sick leave nor bereavement leave and is  
12 non-cumulative. The employee shall give the Superintendent at least three (3) working  
13 days' notice, or as much as is reasonably possible. If a stated emergency occurs, the  
14 employee shall notify the school as soon as possible.

15 **Section 7.4. Maternity Leave.** In the case of pregnancy, for the period of the employee's  
16 temporary disability caused by the pregnancy or childbirth, as verified by the employee's  
17 physician, a leave of absence with pay may be granted. Maternity leave shall be deducted  
18 from sick leave.

19 **Section 7.5. Family Leave.** The district complies with the provisions of the Family and  
20 Medical Leave Act.

21 **Section 7.6. Judicial Leave.** In the event an employee is summoned to serve as a juror, or  
22 is named as a co-defendant with the District, such an employee shall receive a normal day's  
23 pay for each day of required presence. In the event that an employee is a part in a court  
24 action, such employee may request a leave of absence.

25 **Section 7.7. Military Leave.** The District shall grant military leave to any employee who  
26 is called into active duty, extended or temporary, as a member of the Armed Forces of the  
27 United States in accordance with law.

28 **Section 7.8. Leave of Absence.** Upon approval of the Board of Directors, an employee  
29 may be granted an unpaid leave of absence for a period not to exceed one (1) year;  
30 provided, however, if such leave is granted due to extended illness or schooling, one (1)  
31 additional year may be granted. The returning employee will be assigned to the position  
32 occupied before the leave of absence, or to a similar position within the District.  
33 Temporary employees hired to fill positions of employees on leave of absence will be  
34 terminated upon the employee's return from leave unless that the temporary employee can  
35 be reassigned to another position. It shall be the responsibility of the employer to inform

1 replacement employees of these provisions. An employee on leave of absence may not  
2 return to work early without permission from the District. The employee will retain  
3 accrued sick leave and vested vacation rights while on leave of absence. However, vacation  
4 credits and sick leave shall not accrue while the employee is on leave of absence.

5  
6 **ARTICLE VIII**

7 **PROBATION, HIRE DATE AND PROCEDURES**

8 **Section 8.1. Hire Date.** The hire date of an employee within the bargaining unit shall be  
9 established as of the date on which the employee began continuous daily employment  
10 (hereinafter "hire date").

11 **Section 8.2. Probation.** Each new hire shall remain in a probationary status for a period  
12 of not more than six (6) working months following the hire date. During this probationary  
13 period the District may discharge such employee at its discretion. Upon successful  
14 completion of the probationary period, the employee will be subject to all rights and duties  
15 contained in this Agreement.

16 **Section 8.3. Position Postings.** The District shall for five (5) working days announce the  
17 availability of open positions as soon as possible after the District is apprised of the  
18 opening. Any staff employee may apply for an open position. The District, based on its own  
19 evaluation of the applicants, will hire the best qualified person for the position to serve the  
20 overall needs of the District. If the District determines the on-staff applicant does not have  
21 the qualifications necessary for the position or it's not in the best interest of the overall  
22 program, a written notification stating the reasons will be given upon request to the  
23 employee.

24 **Section 8.4. Reduction In Force (RIF).** If a RIF is deemed necessary based on the  
25 District's needs and rights prescribed in Section 2.1, the District shall use the following  
26 guidelines to determine which position(s) will be eliminated: 1) Job classification(s) is  
27 considered overstaffed; and 2) Past employee performance based on observations and  
28 evaluations. Employees so affected will be placed on an employment list maintained by the  
29 District. Such employees will be given due regard as provided in Section 8.5, in filling an  
30 opening in any classification held prior to RIF. Names shall remain on the employment list  
31 for two (2) years.

32 **Section 8.5. Reduction In Force (RIF) Notification.** Employees on layoff because of RIF  
33 shall file their addresses in writing with the personnel office of the District and shall  
34 thereafter promptly advise the District in writing of any change of address.

1 **Section 8.6. Forfeiture of Notification Rights.** A former employee who left the District  
2 shall forfeit rights as provided in Section 8.4 if the employee does not comply with the  
3 requirements of Section 8.5.

4  
5 **ARTICLE IX**

6 **DISCIPLINE AND DISCHARGE OF EMPLOYEES**

7 **Section 9.1.** Every person covered by this agreement shall be subject to discipline or  
8 discharge by the District for failure to meet job performance expectations.

9 Forms of discipline may include: (Discipline issued will vary according to the nature and  
10 frequency of the event)

- 11 Verbal Warning
- 12 Verbal Reprimand (with documentation)
- 13 Written Reprimand
- 14 Leave Without Pay
- 15 Discharge

16 The following steps shall be followed when considering discharge for failure to meet job  
17 performance expectations.

- 18 1. The employee shall be placed on probation.
- 19 2. Written notice shall be given to the employee stating:
  - 20 a. The reason(s) the employee is being placed on probation,
  - 21 b. The length of time for the probation status, and
  - 22 c. Corrective action(s) required by the employee.
- 23 3. At the end of the probation period one of the following shall occur:
  - 24 a. The employee shall be returned to regular employment status,
  - 25 b. The probation period shall be extended, or
  - 26 c. The employee shall be recommended for discharge.
- 27 4. If the Superintendent determines that the employee shall be discharged, the  
28 employee shall be given written notice stating the reason(s).
- 29 5. Such an employee may request in writing a meeting with the Superintendent within  
30 ten (10) days after receiving such notice to informally discuss the decision of the  
31 Superintendent.
- 32 6. The Superintendent shall meet informally with the employee within ten (10) days of  
33 receipt of the request. At such a meeting the employee shall be given the  
34 opportunity to refute any facts upon which the Superintendent's determination was  
35 based and to make any argument to support his/her request for reconsideration.

- 1 7. Within ten (10) days following the meeting with the employee, the Superintendent  
2 shall either reinstate the employee or shall submit to the School District Board a  
3 letter recommending that the employee be discharged. The recommendation of the  
4 Superintendent shall be considered at the next regularly scheduled meeting of the  
5 School Board. A copy of such a letter shall be delivered to the employee at least  
6 three (3) days before the Board meeting.
- 7 8. In taking action on the recommendation of the Superintendent, the Board shall  
8 consider any written communication which the employee may file with the  
9 secretary of Board at any time prior to that meeting.
- 10 9. The Board shall notify the employee in writing of its final decision within ten (10)  
11 days following the meeting.
- 12 10. The decision of the board to discharge the employee shall be final and not subject to  
13 appeal. This section provides the exclusive means for appeal for employees who  
14 have been discharged for failure to meet job performance expectations.  
15

## 16 ARTICLE X

### 17 NOTIFICATION TO EMPLOYEES

18 **Section 10.1.** Should the District decide to not re-employ, lay off, or modify the position of  
19 any employee, the employee shall be notified in writing.

20 **Section 10.2.** Except in extraordinary cases, the District will give employees two (2)  
21 weeks' notice of intention to discharge, RIF, or modify their position.

22 **Section 10.3.** All Classified staff receive notification of reasonable assurance of  
23 employment by May 15<sup>th</sup>. The District will make full effort to ensure that this notification is  
24 as accurate as possible. If legislation is in session, the date is deferred by law to June 15.

## 26 ARTICLE XI

27 **Section 11.1. Insurance Benefits.** The District shall provide the maximum allowable  
28 insurance contribution funded by the state per month per FTE (based on 1440 hours per  
29 year) on a pooled basis. The District shall pay the monthly cost per FTE billed by the state  
30 for the retiree's health benefits (Health Care Retiree Contribution). Employees working  
31 less than 1440 hours per year will receive a pro-rate share, based on their percentage of  
32 FTE, of the maximum contribution.

33 **Section 11.2.** All insurance funds provided to the District by the state for Classified  
34 employees shall be pooled for the Classified employees' health insurance.

1  
2 **ARTICLE XII**

3 **VOCATIONAL TRAINING—INSERVICE**

4 **Section 12.1.** The parties acknowledge the need and value of continuing employee  
5 training and job related education, therefore the parties agree to periodically meet and  
6 evaluate needs and to explore possible resources needed to fill such training needs.

7 **Section 12.2. In-Service.** The District may require Classified employees to attend in-  
8 service each year for improvements of performance skill in their respective positions.  
9 Attendance at required in-service shall be paid at the Classified employees' usual rate.

10  
11 **ARTICLE XIII**

12 **GRIEVANCE AND APPEAL PROCEDURE**

13 **Section 13.1. Purpose.** The purpose of this Article is to provide a procedure for the  
14 orderly and timely adjustment of grievances.

15 **Section 13.2. Definitions.** As used in this Article: The term "Grievance" shall mean a  
16 claim by an individual employee or a group of employees that the Agreement between the  
17 District and the Classified staff has been violated, misinterpreted, misapplied, or not  
18 applied.

19 **Section 13.3. General Conditions:**

- 20 1. **Time Limit.** The adjustment of grievances shall be accomplished as rapidly as  
21 possible. Under unusual circumstances, the time limits prescribed in this statement  
22 may be extended by mutual consent of the grievant and the person or persons by  
23 whom the grievance is being considered.
- 24 2. **Representation.** Any grievant shall have the right to present grievances. A  
25 representative may represent the grievant at each step in the procedure from the  
26 Classified staff.
- 27 3. **Freedom from Reprisal.** Individuals who participate in good faith as grievant,  
28 witnesses, or otherwise shall not suffer any restraint, interference, discrimination,  
29 coercion or reprisal from any party or person on account of their participation in the  
30 process.
- 31 4. **Releases from Duty.** All meetings, hearings, appeals, or other proceedings relating  
32 to the grievance process shall be scheduled outside of the normal school day  
33 whenever possible. However, when a meeting, a hearing, an appeal, or other

1 proceeding related to a grievance process require an employee's absence from  
2 his/her regular duty assignment, he/she shall be released from such assignment  
3 without loss of pay or without other penalty.

4 5. Personal evaluation content is not grievable. Disputes on the process related to  
5 personal evaluations may be grieved.

6 6. Confidentiality standards shall be maintained by all parties involved in the  
7 grievance process.

#### 8 **Section 13.4. Grievance Procedure.**

9 • **Step 1.** An employee with a grievance shall be encouraged by the employer to  
10 discuss the grievance with the employee's immediate supervisor, and effort shall be  
11 made to resolve the grievance at this level in an informal manner. If the employee is  
12 dissatisfied with the outcome of this initial conference, the employee may initiate a  
13 formal conference with the immediate supervisor and a representative of the  
14 Classified staff by submitting to the immediate supervisor within thirty (30)  
15 calendar days of the occurrence, or knowledge of the occurrence, a written  
16 grievance that includes the following:

- 17 a. The facts on which the grievance is based;
- 18 b. The contract sections violated; and
- 19 c. The remedy sought.

20 • **Reply.** Within ten (10) working days of receipt of the written grievance, the  
21 immediate supervisor shall meet with the grievant in an effort to resolve the  
22 grievance, and give his/her disposition of the grievance in writing within ten (10)  
23 working days of such meeting.

24 • **Step 2.** If the grievance is not resolved to the satisfaction of the grievant under Step  
25 1, the grievant may, within ten (10) working days after receipt of the immediate  
26 supervisor's reply, appeal the grievance to the Superintendent. The Superintendent  
27 will conduct a formal hearing within twelve (12) days of receiving the appeal. The  
28 Superintendent will submit his/her finding in writing within ten (10) days of the  
29 close of the hearing to the immediate supervisor and the grievant.

30 • **Step 3.** If the grievance is not resolved to the satisfaction of the grievant under Step  
31 2, the grievant may, within ten (10) working days after receipt of the immediate  
32 supervisor's reply, appeal the grievance to the Board Chairman. The Board  
33 Chairman will conduct a formal hearing within twelve (12) days of receiving the  
34 appeal. The Board Chairman will submit his/her finding in writing within ten (10)  
35 days of the close of the hearing to the immediate supervisor and the grievant.

1 ARTICLE XIV

2 **SALARIES AND EMPLOYEE COMPENSATION**

3 **Section 14.1. Compensation.** Employees shall be compensated in accordance with  
4 the provisions of this Agreement for all hours worked or provided to be paid. Each  
5 employee shall receive a full accounting and itemization of authorized deductions,  
6 hours worked, and rates paid with each paycheck.

7 **Section 14.1.5 Special Needs Paraeducator** If a paraeducator has the responsibility  
8 of providing diapering or toilet services to a special needs student, the paraeducator  
9 will receive an additional .50/hour during this designated time.

10 **Section 14.2. Salary Scale.** Hourly rates for employees subject to this Agreement,  
11 during the term of this Agreement, are contained in Schedule A attached hereto and by  
12 this reference incorporated herein.

13 **Section 14.2.1. Retroactive Pay.** Retroactive pay, where applicable, shall be paid on  
14 the first regular payday following execution of this Agreement, if possible, and in any  
15 case not later than the second regular payday. In the case of retroactive pay resulting  
16 from negotiations pursuant to Article XV, Section 15.3. Such retroactive pay shall be  
17 paid on the first regular payday following agreement on such schedule, if possible, and  
18 in any case not later than the second regular payday.

19 **Section 14.3. Time Calculation.** For purposes of calculating daily hours, time worked  
20 shall be rounded to the nearest five minute (.08 hour) increment.

21 **Section 14.4. Employee Travel Expenses.** Any travel, as approved by the  
22 Superintendent, in a private vehicle required by the District shall be compensated at the  
23 current federal rate.

24 **Section 14.5. Increments.** Incremental steps as applicable per salary schedule shall  
25 take place every September 1. Any employee must have been employed by the District  
26 by February 1 of the previous school year in order to earn an incremental step.

27 **Section 14.6. Change of Job Classification Within District.** An employee changing  
28 job classifications by direction of the District will be paid at the classification's  
29 probation/base rate or their old rate, whichever is greater. Upon completion of a  
30 successful probationary period, the employee will be paid at their previous salary  
31 increment based upon their years of service within the District for their new job  
32 classification.

33

ARTICLE XV

TERM AND SEPARABILITY OF PROVISIONS

**Section 15.1. Term.** The term of this Collective Bargaining Agreement shall be September 1, 2022 to August 31, 2024.

**Section 15.2. Entire Term.** All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

**Section 15.3. Reopeners.** This Agreement may be reopened and modified at any time during its term upon mutual consent of the Administration and the majority of the Classified employees in writing; this Agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect Classified employees.

**Section 15.4.** If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

**Section 15.5.** Neither party shall be compelled to comply with any provision of this Agreement which conflicts with State or Federal statutes or regulations promulgated pursuant thereto that were enacted prior to the effective date of this Agreement.

**Section 15.6.** In the event either of the two (2) previous sections is determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 15.3.

CLASSIFIED SCHOOL EMPLOYEES

MANSFIELD SCHOOL DISTRICT

BY: ~~Patty Hanson~~  
JOB TITLE: ~~President Classified~~  
DATE: ~~5/31/2022~~

BY: ~~Cynthia~~  
JOB TITLE: ~~Board Pres~~  
DATE: ~~4/20/2022~~

BY: ~~[Signature]~~  
JOB TITLE: ~~POBA~~  
DATE: ~~5/31/22~~

BY: ~~Michael [Signature]~~  
JOB TITLE: ~~Superintendent~~  
DATE: ~~5/31/2022~~

BY: ~~[Signature]~~  
JOB TITLE: ~~Main~~  
DATE: ~~5/31/22~~

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September 1, 2024 – August 31, 2026

SIGNATORIES

Mansfield Classified School Employees:

Fathy Hanson  
Theda J Moore  
   
   
 

Date 6/26/24

Mansfield School Board:

Cyphron  
David Mann  
Cassidy Tipes  
   
Bruce Todd

Date 6/26/24

Mansfield School District

2025-26 SALARY SCHEDULE (+2.5% IPD)

	1-2 yrs	3-4 yrs	5-7 yrs	8-14 yrs	15-19 yrs	20 yrs
<b>Transportation</b>						
Bus Driver	\$21.55	\$22.70	\$23.86	\$25.02	\$26.18	\$27.34
Sub Drivers	Paid according to the number of years of service. A service year = driving at least 15 events per year. (No more than one step per year). Retired route drivers who sub for the district will be paid at their last rate received or the sub rate, whichever is higher.					
<b>Food Services</b>						
Head Cook	\$19.39	\$20.55	\$21.71	\$22.87	\$24.03	\$25.18
Asst. Cook	\$17.96	\$18.84	\$20.00	\$21.16	\$22.31	\$23.47
<b>Classroom Support</b>						
Para Pro	\$17.96	\$18.84	\$20.00	\$21.16	\$22.31	\$23.47
<b>Facility Support</b>						
Main/Grounds	\$23.55	\$24.71	\$25.87	\$27.03	\$28.19	\$29.35
Custodial	\$20.44	\$21.60	\$22.76	\$23.91	\$25.07	\$26.23
<b>Building/District</b>						
Secretary	\$18.80	\$19.96	\$21.12	\$22.27	\$23.43	\$24.59