

Collective Bargaining Agreement

Between

The New London Board of Education

And

**The Professional Secretaries Association
of New London Public Schools**

July 1, 2007 – June 30, 2010

**Agreement
between the
New London Board of Education
and the
Professional Secretaries Association
of
New London Public Schools
2007-2010

PREAMBLE

This Agreement is entered into by and between the New London Board of Education, hereinafter referred to as the “Employer” or the “Board,” and the Professional Secretaries Association of New London Public Schools, hereinafter referred to as the “Association,” in order to increase a harmonious relationship between the Board of Education and its employees and to promote the morale, equal rights and well-being and security of its employees.

ARTICLE I
RECOGNITION

1.0 The New London Board of Education hereby recognizes the Professional Secretaries Association of New London Public Schools, as the exclusive representative of and bargaining unit for full-time clerical and secretarial employees of the New London Board of Education, New London, Connecticut, including the Secretary for Accounting and the Secretary to the Assistant Superintendent, but excluding the Superintendent’s Administrative Aide and the Administrative Secretary for Human Resources, for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment within the meaning of section 7-471 of the Municipal Employee Relations Act.

ARTICLE II
NEGOTIATIONS

2.0 Negotiations between the Board and the Association shall commence at least one hundred twenty (120) days preceding the expiration of this Agreement. During such negotiations, the parties agree to negotiate in good faith to secure a successor agreement relative to wages, hours and other conditions of employment.

2.1 During the period of negotiations proceedings, the Board and the Association shall make available to each other for inspection such pertinent records and information as are necessary for negotiations.

2.2 If the negotiations described in this article have reached an impasse, the parties agree to follow applicable procedures contained in the Connecticut General Statutes.

2.3 It is agreed that the employees in the unit described under Article I above shall be considered a separate entity for purposes of negotiations. Negotiations shall not be contingent on those benefits granted to other units designated as bargaining agents of the Board, but shall be based on the merits and needs of the Association.

2.4 If negotiation meetings between the Board and the Association are scheduled by mutual agreement during a school day, the representatives of the Association shall be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings. When it is necessary, pursuant to Article III (Grievance Procedure), for the President of the Association or other representative designated by the Association to process a grievance or attend a grievance meeting or hearing during a school day, she/he shall, with the permission of her/his principal or immediate superior and upon notice to the Superintendent of Schools by the President of the Association, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any employee in the unit whose appearance in such investigations, meetings or hearings as a witness is necessary shall be accorded the same right. The Association agrees that these rights shall not be abused.

2.5 For the duration of this Agreement, items shall continue and remain in effect without revision or addenda for the life of the contract, except as both parties to the Agreement mutually consent otherwise or except as discussion is part of the formal negotiation period for settling on a successor contract, excepting only the right of the Association to require reopener negotiations limited to section 5.0 of this Agreement concerning the filling of vacant bargaining unit positions, during the second year of its term.

2.6 Any additional agreement reached shall be reduced to writing, shall be signed by the President of the Board and the President of the Association, and shall be an addendum to this Agreement.

ARTICLE III
GRIEVANCE PROCEDURE

3.0 A grievance is a claim of a clerk or group of clerks or a secretary or group of secretaries which concerns any alleged violation of any provisions of this Agreement and/or which concerns the interpretation, meaning or application of any provision of this Agreement. It is expressly understood

that a claim not based upon a violation of any provision of this Agreement, or not based upon the interpretation, meaning or application of any provision of this Agreement, shall not constitute a grievance.

3.1 An “aggrieved person” is the person making the claim.

3.2 A “party in interest” is the person making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

3.3 When an administrative directive allegedly presents a cause for grievance, it will meanwhile be in effect until the grievance is settled.

3.4 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that at any level these proceedings shall be kept as informal and confidential as may be appropriate.

3.5 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level hereinafter specified should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Decisions rendered at all levels of the grievance procedure shall be in writing setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the President or representative of the Association and the Superintendent of Schools.

3.6 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared by the Superintendent of Schools and given appropriate distribution by him/her so as to facilitate operation of the grievance procedure.

3.7 LEVEL ONE

Employee to Principal or immediate supervisor. Within ten (10) calendar days of the occurrence which gives rise to the grievance, a written statement of the grievance must be presented to the principal, or, if not supervised by the principal, with the immediate supervisor. The matter shall be discussed and a decision rendered within ten (10) calendar days of receipt of the grievance.

3.8 LEVEL TWO

Employee to Superintendent of Schools or his/her designee. If the grieving party is not satisfied with the disposition of the grievance at Level One, the written grievance may be presented to the Superintendent of Schools or his/her designee within ten (10) calendar days of the receipt of the decision at Level One. The Superintendent of Schools or his/her designee shall arrange a meeting with the grievant and/or her/his representative to attempt to resolve the grievance. Other administrative representatives may attend. In the event the grievance is not resolved as a result of the meeting, the Superintendent of Schools or his/her designee shall render a decision in writing within ten (10) working days thereafter.

3.9 LEVEL THREE

Employee to Board of Education. If the grieving party is not satisfied with the disposition of the grievance at Level Three, the grieving party may appeal the decision to Level Four by submitting the grievance to the Board of Education within ten (10) school days following receipt of the decision from the Superintendent of Schools. The Board of Education or its designated committee shall arrange a meeting with the grievant and/or her/his representative within fifteen (15) working days following receipt of the grievance in an attempt to resolve the grievance. The Superintendent or other administrative representatives may be in attendance. In the event the grievance is not resolved as a result of the meeting, the Board of Education or its designated committee shall render a decision in writing within ten (10) working days thereafter.

3.10 LEVEL FOUR Impartial arbitration. In the event that the aggrieved member of the unit is not satisfied with the disposition of her/his grievance at Level Four, or in the event no decision has been rendered within fifteen (15) school days, she/he may present a request in writing to the President of the Association to submit her/his grievance to arbitration in accordance with the provisions of Chapter 113, section 7-467 *et seq.*, Connecticut General Statutes, Revised. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

Notwithstanding the above, in cases where the grievance which is appealed to arbitration challenges the termination of an employee, the Board, at its discretion, shall have the right to direct that arbitration of such claims shall take place before the American Arbitration Association under its labor arbitration rules, with the parties sharing the cost and fees of the arbitration.

3.11 At any level, the employee may be represented by representatives of the Association.

3.12 No reprisals, threats, or adverse personal action shall be made or taken against any employee by the Board, its Administrators, and other supervisory employees or the Association by reason of participation or lack of participation in the grievance procedure or consideration of such conduct, or by reason of the support of any participants thereto.

3.13 (a) The Association President or staff representative reserves the right to be present at all levels of the grievance procedure unless specifically requested not to attend by the grieving party.

(b) Only the Association shall have the right to request arbitration.

3.14 If, in the judgment of the Association President or staff representative, a grievance affects a group or class of employees, the President of the Association or staff representative may submit such grievance in writing to the Superintendent of Schools or his/her designee and the processing of such grievance shall commence at Level Two.

3.15 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3.16 Nothing herein shall be construed as preventing an employee from processing her/his own grievance up to and including Level Four.

ARTICLE IV
SALARIES

4.0 The salaries of all persons covered by this Agreement are set forth in Appendix A-1, A-1a, A-1b which are attached hereto and made a part of this Agreement.

4.1 Longevity shall be based solely on years of experience, and not on classification of employees. Longevity payments based on years of service shall be made on the following schedule:

5 years of service a total of \$150 yearly
10 years of service a total of \$250 yearly
15 years of service a total of \$350 yearly
20 years of service a total of \$450 yearly

The total annual longevity payment shall be due and payable in two (2) equal installments, the first being due and payable no later than November 30 and the second being due and payable no later than May 31 of each fiscal year. Longevity payments shall be included in employees' total earnings for the purpose of determining their pension benefits.

4.2 Only employees on the payroll on the specified dates of longevity payments shall receive longevity compensation, except that employees who retire during a fiscal year shall be considered as having earned full longevity for such fiscal year and they shall not be required to be on the payroll on the specified dates of longevity payments in order to receive full longevity compensation for the year.

4.3 The Pension Plan applicable to members of this bargaining unit is attached hereto as Appendix B to this Agreement. The plan shall not be reduced or diminished unless agreed to by the parties.

ARTICLE V
WORKING CONDITIONS

5.0 Applicants shall be selected on the basis of training, experience, references, interviews, compatibility and demonstrated competency (as by examination) in stenographic, typing, clerical and other skills specified in the job description. Vacancies shall be announced at least ten (10) days in advance of their being filled. Where the Employer determines that an existing employee-applicant from within the bargaining unit is equally qualified as provided above as is an external applicant, preference will be shown to the existing employee. Transfers within the system should be proposed to the employee by the Superintendent as soon as possible before the transfer is made, and the employee should be given the opportunity to voice an opinion. Seniority to be considered in grades or classification. All appointments shall be subject to a probationary period of six (6) months' duration, and all transfers shall be subject to a trial period of six (6) months' duration.

5.1 At the time of first appointment, new employees shall be granted credit for prior experience as determined by the Board after consultation with the Association providing no such employee shall be hired at a step which is higher than current rate of any other employee in the same classification. When promoted or transferred from one salary group classification to a higher salary group classification, the staff member will go to the same step in the new classification to arrive at the new salary.

5.2 Promotion shall be based on required qualifications, on satisfactory past performance as stated in a letter of recommendation from present supervisor, and on an interview with prospective supervisor.

5.3 The normal workday shall be seven (7) hours a day, not including lunch. There shall be a one (1) hour lunch period per day for secondary school clerks and secretaries and a half (1/2) hour lunch period per day for elementary school clerks (subject to the schedule of the school day). The normal work week shall be five (5) days, Monday to Friday, and thirty-five (35) hours per week. In the event it becomes necessary to change the normal daily work schedule in any school or Board-operated building affecting employees within the bargaining unit, the Association shall be notified of the change and the reasons therefore prior to implementation. Effective July 1, 2004, the work day of all elementary school secretaries shall be extended by fifteen (15) minutes during the student school year beyond the then-existing basic work day, during which time the elementary school secretaries shall perform duties as assigned by the school Principal. Said elementary school secretaries shall receive compensation at the rate of time and one half for such additional fifteen (15) minutes. The Board may terminate this work day extension at any time, in which case the elementary school secretaries shall revert to their previous basic work day schedule, provided that any such termination is complete, covering all elementary school secretaries.

5.4 Prior approval by the Superintendent of Schools or his/her designee is required for all hours to be worked by an employee beyond her/his normal schedule and for all hours worked over thirty-five (35) in a given week.

5.5 No employee shall be assigned to supervise lunchroom or playground activities. Employees will not be required to supervise students in the absence of certified staff members in the area except in emergencies, in which case the affected employee shall immediately notify the Superintendent's office.

5.6 No employee shall be assigned, or accept, the responsibility of calling teacher or clerical substitutes from home unless unusual circumstances arise.

5.7a) Time and one-half of regular rates of pay will be paid for all hours worked after thirty-five (35) hours per week.

(b) A separate and distinct bargaining unit position entitled "Saturday School Secretary" shall be in effect to provide coverage deemed necessary by the Board for schools that are open for classes and/or other activities which require clerical support. The decision as to whether or not to staff this position and how many secretaries will work, is in the discretion of the Board. Employees in this position shall work on Saturdays as scheduled by the Board, and shall be selected first from qualified volunteers from the bargaining unit. If no qualified bargaining unit members volunteer for Saturday School Secretary assignments, then the Board may fill its Saturday staffing needs from outside the bargaining unit at rates which shall not exceed but which may be less than the rates set forth below for

bargaining unit employees. The Saturday School Secretary shall be a separate and distinct position and employees serving in said assignment shall be paid at the straight time rate of \$15.48 per hour. It is understood and agreed that notwithstanding any other provision of this Agreement, all work performed by any employee in this position shall be paid at straight time rates only, and no overtime will be claimed or paid.

5.8 (a) All office personnel shall be granted the following holidays:

New Year's Day	National Election Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	The day after Thanksgiving
Fourth of July	Christmas Day

All office personnel shall be granted a one (1) day holiday during the period from Christmas to New Year's day, except that when Christmas or New Year's falls on a Saturday, the Friday preceding will be an observed holiday.

- (b) If a holiday falls while an employee is on sick leave, the employee shall be paid for the holiday, and no deduction shall be made from the employee's sick leave accumulation.
- (c) Any of the above holidays occurring on Saturday shall be celebrated the preceding Friday if schools are not in session. Any holiday occurring Sunday shall be celebrated the following Monday if schools are not in session.
- (d) In the event schools are in session on any of the above holidays, the employee shall receive an additional day off at the discretion of the employee and with the approval of her/his immediate supervisor.

5.9 Ten (10) month secretaries, other than ten (10) month Elementary School Principal secretaries, shall be entitled to all school vacations, with the exception of five (5) workdays prior to the opening day of classes in August and five (5) days following the close of school, not to exceed 190 days. Additional days will be paid at the per diem rate.

5.10 Personnel currently employed on a twelve (12) month basis shall be entitled to a one (1) month vacation. Vacation days for twelve (12) month personnel shall be taken during the period beginning July 1 to September 1. In order to take vacation leave other than the period from July 1 to September 1, written request must be made three (3) weeks in advance of vacation time requested. Those having applied first will be given preference. With all being equal, seniority will determine selection. Other arrangements can be made by approval of the immediate supervisor. Personnel employed after July 1, 1968, shall be entitled to three (3) weeks' vacation after one (1) year and four (4) weeks after five (5) years.

Employees hired on or after July 1, 2007 will be eligible for two weeks' vacation after completion of one year of service; three weeks after three years; and four weeks after five years.

5.11 Split vacations will total twenty-two (22) working days.

5.12 Unused vacation days are not cumulative from one year to the next. Upon separation from employment with the Board of Education, the employee will be paid for her/his unused but accrued vacation on the basis of what vacation the employee was actually eligible to take as of the last date of employment before the date of separation.

5.13 All personnel governed by this contract are not required to report to work on a cancelled school day. On delayed opening days, all personnel are expected to report to work by the time of the delayed opening of school for students in order to receive full pay for the day. Employees who are not at work by the delayed student starting time will be paid only for hours actually worked that day, or may choose to take a vacation day or unpaid leave for the day.

In the event school is dismissed early for in-service training, conferences, and other planned non-emergency reasons, employees shall remain on duty for their normal work day. In the event of unscheduled early dismissal due to inclement weather or other reasons, personnel shall remain at work until dismissed by the Superintendent.

5.14 On a shortened session day all personnel will work a full day.

5.15 All clerical and secretarial personnel shall be entitled to one and one-half (1 1/2) days' sick leave per month, cumulative to one hundred twenty (120) days. Such personnel who will accumulate in excess of the one hundred twenty (120) days during a contract year may be entitled to accumulate such days in excess of one hundred twenty (120) with the approval of the Board, but in no event to exceed a total of one hundred thirty-five (135) days. However, for purposes of calculating a retiree's eligibility for retirement sick leave pension benefits under Appendix C only, unused sick leave shall be deemed to be cumulative to a maximum of two hundred seventy (270) days with additional potential accumulation over the one hundred twenty (120) days under the Appendix being effective July 1, 1989.

5.16 After five (5) or more consecutive workdays of absence because of illness or in other instances where a reasonable basis exists to suspect that sick leave privilege is being misused, the staff member may be required to submit to the office of the Superintendent of Schools a physician's certification of the staff member's illness requiring the absence or, in appropriate cases, of the staff member's ability to return to work. Determinations by the employer that a reasonable basis exists to request a physician's certification may be the subject of a grievance under the grievance and arbitration provisions of this Agreement.

5.17 A new staff member must, at her/his own expense, submit a physician's certificate stating the applicant is physically and mentally fit to perform the duties prior to appointment.

5.18 By January 1, 1969, and every three (3) years thereafter, staff members shall present to the Board of Education either: (1) a certificate from their personal physician certifying their freedom from tuberculosis in a communicable form; or (2) a written notification of an essentially negative result of a chest x-ray or tuberculin test. In the event of a positive tuberculin test, a chest x-ray shall be required.

5.19 So long as sick leave accumulation is shown on employee pay stubs, no further notification is required. If this information ceases to appear on pay stubs, then by October 15 of each year each staff member is to receive a statement of accumulated sick days to date.

5.20 Each absence caused by serious illness in the immediate family (immediate family means relationship of the first and second degree, whole or half-blood) up to and including five (5) days in any school year to take no deduction from salary.

5.21 Each absence caused by death in the immediate family (immediate family means relationship of the first and second degree, whole or half-blood) up to and including five (5) days in any school year to take no deduction from salary.

5.22 No deduction in the pay of a staff member is made in the case of required observation of religious holidays not to exceed three (3) days in any school year.

5.23 Absences for weddings of staff members and in the immediate family (immediate family here means father, mother, sisters, brothers, sons and daughters of the staff member involved) to take no deduction from salary, such absences to be confined to not over one (1) day for each wedding.

5.24 Pregnant female employees of the Association shall receive maternity leave in conformity with state and federal legislation.

5.25 Application for leave as provided above shall be made to the immediate supervisor at least twenty-four (24) hours before taking such leave except in emergencies. Employees shall be eligible for family and medical leave as provided by law.

5.26 For leaves of absence, docking, salary prorations and overtime purposes, the rate shall be calculated as follows:

10 month employees	1/190
Media Technicians	1/185
Secretaries to Elementary Principals	1/195
12 month employees	1/260

5.27 Ten (10) month secretaries to Elementary School Principals shall be paid at the actual per diem rate under the salary schedule for any days they are required by the Board of Education to work in excess of one hundred ninety-five (195) days in any work year. Their work year shall be scheduled by the Board, but will entitle them to all school vacations during the school year.

5.28 If ten (10) month secretaries other than ten (10) month secretaries to the Elementary School Principals are required to work on professional staff development days, they shall be paid for such days

at the actual per diem rate. For purposes of calculating the actual per diem rate for ten (10) month secretaries, one hundred ninety (190) days will be used, but for ten (10) month secretaries to Elementary School Principals, one hundred ninety-five (195) days shall be used.

5.29 Employees covered by this contract shall be indemnified, defended, and held harmless by the Board of Education from personal liability claims stemming from actions in the workplace to the extent provided by and in accordance with the provision of section 10-235 of the Connecticut General Statutes.

ARTICLE VI
SENIORITY

6.0 Seniority is determined by the total length of continuous employment within the jurisdiction of the bargaining unit.

6.1 Seniority shall be broken by:

- (a) Voluntary resignation;
- (b) Discharge for cause;
- (c) Retirement;
- (d) Layoff of more than one (1) year.

6.2 When it becomes necessary to reduce the number of employees in the bargaining unit, the Board of Education shall determine the classification(s) to be affected by the reduction and the number of employees to be reduced in the classification(s). Within the identified classification(s), employees will be laid off according to seniority, provided that the senior employee in the identified classification(s) is fully qualified to perform the duties of a less senior employee within the classification(s) without additional training. An employee laid off within the identified classification(s) as provided above may bump a less senior employee in a lower classification, provided the senior employee is fully qualified to perform the work without additional training. There shall be no bumping upward into a higher classification, and ten (10) month employees shall not be permitted to bump twelve (12) month employees. For all layoff and bumping purposes, unbroken bargaining unit seniority shall be used in the determination of seniority unless affected employees have identical unit seniority, in which case unbroken system-wide seniority shall be used.

ARTICLE VII
INSURANCE OPTIONS

7.0 The Board of Education shall provide the following insurance for each eligible employee and her/his dependents:

A. **ANTHEM BLUE CROSS/BLUE SHIELD CENTURY PREFERRED PPO BASIC COVERAGE:**

Coverage for themselves and eligible dependents/families under the Basic Anthem Blue Cross/Blue Shield Century Preferred PPO coverage (PPO Plan) as written by Anthem Blue Cross. **Effective July 1, 2007, the employee copay for doctor visits (Home and Office Rider) for eligible secretaries and their eligible dependents will be increased to \$15.00.**

Employees covered under the PPO plan, will pay **nine per cent (9%) of the total cost of their insurance effective July 1, 2007; increased to ten per cent (10%) effective July 1, 2008; and increased to eleven per cent (11%) effective July 1, 2009.** Contribution shall be made via payroll deduction.

B. The policy descriptions contained in this Agreement are illustrative only and do not change the terms of the actual insurance carrier.

C. **ANTHEM BLUE CROSS/BLUE SHIELD DENTAL RIDER**

The Anthem Blue Cross/Blue Shield Full Service Dental Plan shall be provided. The Board shall pay ninety percent (90%) and the employee shall pay ten percent (10%) of Dental coverage for employees and any eligible dependent **until July 1, 2009, when the employee payment shall increase to eleven per cent (11%). Thereafter, the employee contribution rate for Dental coverage shall be the same as the PPO plan contribution requirement. Contribution shall be made via payroll deduction.**

D. **PRESCRIPTION DRUG COVERAGE**

Effective July 1, 2004, the Anthem 3-Tier Prescription Drug Program shall be in effect, for bargaining unit members and eligible dependents, and **co-payments shall be set at \$5.00 (generic drugs), \$15.00 (listed drugs on formulary), and \$25.00 (non-formulary listed brand name drugs). Effective July 1, 2008, the above drug co-payments shall be increased to \$10.00 (generic drugs); to \$20.00 (listed drugs on formulary); and to \$30.00 (non-formulary listed brand name drugs).** Twice the normal co-payment shall be charged as a co-payment for mail order prescriptions. There is no annual maximum under the drug program.

Generic Drugs, Tier 1 - Prescription drugs that are considered by Anthem as generic, generally defined as non-proprietary, not protected by a trademark, and with the same bioequivalence test as the original brand-name drug. **The Tier 1 co-payment is \$5.00, increased to \$10.00 effective July 1, 2008.**

Listed Brand-Name ("Formulary") Drugs, Tier 2 - Prescription drugs that are identified on the formulary maintained by Anthem Blue Cross and Blue Shield. **The co-payment for Tier 2 is \$15.00, increased to \$20.00 effective July 1, 2008.**

Non-formulary listed Brand-Name, Tier 3 - Brand name prescription drugs not identified on the formulary maintained by Anthem. **The co-pay for Tier 3 is \$25, increased to \$30 effective July 1, 2008.**

E. Employees eligible for transfer to the pension roll of the City of New London shall be covered under Social Security benefits, a supplement of the City's pension program. Funds shall be earmarked yearly in the current budget of the Board of Education for Social Security payments. By this Agreement, the parties do not intend to foreclose future negotiations between the Association and the City of New London over bargaining unit pension matters.

7.1 Each employee will be covered by a forty thousand dollars (\$40,000.00) group life insurance; fifteen hundred dollars (\$1,500.00) of which coverage shall continue after retirement. The cost shall be assumed by the Board. Effective for employees who retire on and after July 1, 2004, said post-retirement life insurance at Board expense shall be increased to four thousand dollars (\$4,000.00). **For employees who retire on and after July 1, 2007, said post-retirement life insurance at Board expense shall be increased to five thousand dollars (\$5,000), effective on signing of contract.**

7.2. Voluntary Waiver of Health Insurance Coverage

(a) Any employee may elect on a completely voluntary basis to waive Board-provided health insurance coverage. Employees electing to do so shall sign a voluntary waiver of coverage form. **No employee hired on or after June 30, 2008 may sign up for and receive the waiver of insurance payments set forth in this contract after June 30, 2007, unless she/he has first been covered under Board provided medical insurance for at least one full year prior to the application to waive coverage and receive payments in lieu thereof. This one year coverage requirement will not apply to bargaining unit members employed prior to June 30, 2008**

There shall be an annual open enrollment window of May 20 - June 20 of each year. At this time an employee may choose to reinstate or waive his/her insurance for the fiscal year commencing September 1.

Bargaining unit members whose waiver applications are acceptable to the applicable insurance carrier as provided herein shall receive quarterly cash payments from the New London Board of Education in September, November, February and June, during the period in which their waiver is in effect.

- (b) In consideration of such voluntary waiver of insurance coverage, the Board will pay a total of 25% of the premium cost which would have been charged to the Board on the employees behalf had the insurance coverage not been waived.
1. Partial year waivers will be pro-rated.
 2. Level of coverage upon which the waiving employee bases the waiver shall be the employee's level of coverage in effect as of the date of the waiver request.
 3. Premiums at which the waiver is based for reimbursement purposes are set by the PPO cost as of the effective date of the waiver request.
 4. Waiver must be acceptable to the employee, the Board of Education and the applicable insurer.
- (c) There shall be no reinstatements other than those done during the May 20 - June 20 period; however, there shall be no lapse of coverage if an employee rescinds his/her waiver due to:
1. Coverage being waived by the employee because another group health insurance plan provided coverage for the employee; and
 2. Coverage being lost under that plan due to employment termination, death of a spouse, or divorce; and
 3. The employee applies for coverage under this contract within 30 days after the loss of coverage under the other plan.
- (d) All such reinstatements shall be subject to all requirements of the applicable carrier(s), including, but not limited to, any mandatory waiting periods.

7.3 Change In Insurance Carrier

The Board may provide insurance benefits required under this agreement through one or more insurance carriers other than those identified herein during the term of this Agreement, so long as the benefits provided by the new carrier are substantially equivalent to the existing coverage when viewed as a whole. Before any change is made, the board shall advise the Association of the proposed change(s), and the Association shall promptly review the matter and advise Board within two (2) weeks whether it accepts or objects to the proposed change(s). If the Association objects to the proposed change(s), the Board may appeal the matter to expedited arbitration under the rules of the American Arbitration Association on the question as to whether or not the proposed new insurance coverage(s) provide benefits that are substantially equivalent to current benefits when viewed as a whole.

ARTICLE VIII
ASSOCIATION SECURITY AND PAYROLL DEDUCTION

- 8.0 (a) All employees in the bargaining unit who are members of the Association shall, as a condition of continuing employment, remain a member of the Association in good standing, or pay a service charge not to exceed regular Association monthly dues for the duration of this Agreement or any extension thereof. Said service charge or agency fee will be proportioned by the Association as required by law.
- (b) Any employee hired on or after the effective date of this Agreement shall either become a member of the Association within thirty (30) days after her/his date of employment or pay a service fee equivalent to the monthly Association dues uniformly assessed as a condition of continued employment.

8.1 Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as Appendix D, the Employer shall deduct from the employee's pay the record payroll period in each month, such dues and/or service fees as the Association shall determine, provided that the service fees shall not exceed the cost to the Union of contract administration, grievance processing, and contract negotiations. The PSA President, or designee, shall provide the Business Office with the signed Original Authorization for Payroll Deduction form on the first day of the month prior to the month said deduction is to be instituted.

8.2 Annually, by June 1, the amount for the subsequent fiscal year will be certified by a responsible Association officer in writing. The amount may be raised or lowered by the Association upon written notification by the Association to the Employer. Written notification for change must be received by the first day of the month prior to the month said change in deduction is to be instituted.

ARTICLE IX
DISMISSALS

9.0 No employee who has successfully completed her/his probationary period will be discharged, disciplined, suspended, demoted or reduced in compensation without just cause.

9.1 Any disciplinary action, including discharge, may be appealed through the grievance procedure of this Agreement. Employees on probation may not grieve termination for failure to complete probation, but may appeal before the Board of Education.

ARTICLE X
PERSONAL INJURY BENEFITS

10.0 Whenever a secretary is absent from work as a result of personal injury caused by an accident or an assault arising out of and in the course of her/his employment, while she/he is in discharge of her/his duties, she/he shall be paid her/his full salary (less the amount of any workers' compensation award made for temporary disability due to said injury) for the period of such absence, but not to exceed one calendar year, and no part of such absence shall be charged to her/his annual or accumulated sick leave.

Granting such payment is subject to reporting and validation of the absence to the Board of Education.

10.1 An employee on paid leave pursuant to this section shall not receive more pay than would be the case if she/he was working. Therefore, the amount of compensation paid by the Board to make the employee whole will be adjusted to reflect the fact that workers compensation payments are tax free. Accordingly, the Board's payment to the injured employee shall be adjusted so the employee receives her/his full net pay as opposed to a higher amount.

ARTICLE XI
SCOPE OF AGREEMENT

11.0 It is understood by the parties to this Agreement that this Agreement is intended as an expression of policies and procedures which the parties consider will improve relations between the Board and employees who are within the scope of this Agreement; this understanding being expressed, however, without intending in any way to limit or restrict the Board or bind the Superintendent of Schools or any duly authorized representative of the Board in the discharge of duties and responsibilities as described by the Charter of the City of New London and by the statutes of the State of Connecticut, revised.

ARTICLE XII
MEDICAL INSURANCE COVERAGE - RETIRED STAFF
FROM NEW LONDON PUBLIC SCHOOLS

12.0 That the New London Board of Education allow retired staff from the New London Public Schools to make payment of their medical insurance premiums through the Central Office at the current Board rate under all of the following conditions:

- (a) Retired staff from July 1, 1987, onward;
- (b) Retired staff through age sixty-four (64);
- (c) Retired staff must have a minimum of fifteen (15) years of service in New London and be retired from New London; and
- (d) Coverage available will be Anthem Blue Cross, Blue Shield PPO. No additional new riders will be allowed following date of retirement.

12.1 Dependents will be allowed coverage only as long as the retired staff member is eligible for coverage.

12.2 All eligible retired staff must either join or reject this offer within thirty (30) days following official notification of eligibility. Retiring staff must give the Board notice thirty (30) days prior to the date of retirement as a condition of eligibility.

12.3 Continuation of insurance is contingent upon payment of insurance premium by the first day of each month and the retired employee expressly agrees neither the Association nor the Board will be held liable for continuation of the insurance or payment of any claim which may be denied in the event premium payment is received late or not received.

ARTICLE XIII
SAVINGS CLAUSE

13.0 If any portion 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 thereby.

ARTICLE XIV
DURATION

14.0 The provisions of this Agreement shall be effective for a period of three (3) years, from July 1, 2007 to June 30, 2010.

14.1 Future negotiations under the provisions of the Municipal Employee Relations Act shall be subject to any revisions or addenda to the Act occurring as a result of legislative action.

14.2 Any policies, regulations or procedures of the Board presently in force and not hereby revised and amended by mutual agreement or not herein referred to shall remain in effect.

ARTICLE XV
MANAGEMENT RIGHTS

15.0 It is recognized that the Employer has and will continue to retain its rights, privileges, duties, obligations and responsibilities to direct, promote and maintain the affairs of the Board of Education in all its various aspects subject to, and except as specifically modified or abridged by, the provisions of this Agreement.

ARTICLE XVI
JOB DESCRIPTIONS

16.0 The Union may provide input, including recommendations for change, concerning bargaining unit job descriptions during the month of November of each year. Such input shall be submitted to the Superintendent for review and referral to the appropriate Board committee.

IN WITNESS WHEREOF, the undersigned parties have set their hands and seals this 30th day of January, 2009.

PROFESSIONAL SECRETARIES ASSOCIATION
OF NEW LONDON PUBLIC SCHOOLS
DULY AUTHORIZED:

THE NEW LONDON
BOARD OF EDUCATION

Original signature on file

Original signature on file.

President

Chairperson
Negotiations Committee

Original signature on file.

~~Treasurer~~ Vice President

APPENDIX A-1
SALARIES FOR 2007 – 2008 CONTRACT YEAR (7/1/07 – 6/30/08)

SALARY GROUP	FY 2007-2008 Salary Schedule				
	STEP	STEP	3.00% increase STEP	STEP	STEP
	1	2	3	4	5
	3				
12 mos.	28188	29299	30378	31449	32798
10 mos.	23389	24304	25223	26139	27277
	4				
12 mos.	29306	30407	31508	32606	35262
10 mos.	24374	25344	26309	27273	29555
	5				
12 mos.	30433	31874	33115	34331	35829
10 mos.	25363	26562	27596	28607	29858
Library Media Technician Elementary	24819	25764	26702	27641	29863
	6				
12 mos.	32014	33279	34545	35818	37388
10 mos.	26682	27733	28787	29847	31153
	7				
12 mos.	34354	35625	36889	38158	39728
10 mos.	28632	29691	30741	31798	33109
Secretary to Elementary School Principal	29498	30560	31614	32671	33983
	8				
12 mos.	37593	39069	40538	42003	43825
	9				
12 mos.	39202	40670	42142	43608	45428

Each employee eligible for step movement not at maximum shall advance one (1) step each year until maximum is reached as provided above. Newly hired ten and 12 month employees after June 30, 2007 must have worked four (4) months by the initial July 1 of their employment in order to receive step advancement as of that date. Staff hired between March 1 and June 30 will remain at their initial step until July 1 of the subsequent fiscal year.

APPENDIX A-2
SALARIES FOR 2008 – 2009 CONTRACT YEAR (7/1/08 – 6/30/09)

SALARY GROUP	FY 2008-2009 Salary Schedule				
	STEP	STEP	3.00% increase STEP	STEP	STEP
	1	2	3	4	5
	3				
12 mos.	29034	30178	31289	32392	33782
10 mos.	24091	25033	25980	26923	28095
	4				
12 mos.	30185	31319	32453	33584	36320
10 mos.	25105	26104	27098	28091	30442
	5				
12 mos.	31346	32830	34108	35361	36904
10 mos.	26124	27359	28424	29465	30754
Library Media Technician Elementary	25564	26537	27503	28470	30759
	6				
12 mos.	32974	34277	35581	36893	38510
10 mos.	27482	28565	29651	30742	32088
	7				
12 mos.	35385	36694	37996	39303	40920
10 mos.	29491	30582	31663	32752	34102
Secretary to Elementary School Principal	30383	31477	32562	33651	35002
	8				
12 mos.	38721	40241	41754	43263	45140
	9				
12 mos.	40378	41890	43406	44916	46791

Each employee eligible for step movement not at maximum shall advance one (1) step each year until maximum is reached as provided above. Newly hired ten and 12 month employees must have worked four (4) months by the initial July 1 of their employment in order to receive step advancement as of that date. Staff hired between March 1 and June 30 will remain at their initial step until July 1 of the subsequent fiscal year.

APPENDIX A-3
SALARIES FOR 2009 – 2010 CONTRACT YEAR (7/1/09 – 6/30/10)

FY 2009-2010 Salary Schedule						
3.25% increase						
<u>NO STEP MOVEMENT</u>						
SALARY GROUP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
3						
12 mos.	29978	31159	32306	33445	34880	
10 mos.	24874	25847	26824	27798	29008	
4						
12 mos.	31166	32337	33508	34675	37500	
10 mos.	25921	26952	27979	29004	31431	
5						
12 mos.	32365	33897	35217	36510	38103	
10 mos.	26973	28248	29348	30423	31754	
Library Media Technician Elementary	26395	27399	28397	29395	31759	
6						
12 mos.	34046	35391	36737	38092	39762	
10 mos.	28375	29493	30615	31741	33131	
7						
12 mos.	36535	37887	39231	40580	42250	
10 mos.	30449	31576	32692	33816	35210	
Secretary to Elementary School Principal	31370	32500	33620	34745	36140	
8						
12 mos.	39979	41549	43111	44669	46607	
9						
12 mos.	41690	43251	44817	46376	48312	

3.25% increase for 2009-2010 with no step movement

In years where employees are not frozen on step, each employee eligible for step movement not at maximum shall advance one (1) step each year until maximum is reached as provided above. Newly hired ten and 12 month employees must have worked four (4) months by the initial July 1 of their employment in order to receive step advancement as of that date. Staff hired between March 1 and June 30 will remain at their initial step until July 1 of the subsequent fiscal year.

APPENDIX B

PENSION

SECTION 1: DESCRIPTION OF PLAN AND ELIGIBILITY

A. Description of Plan

There shall be established a contributory pension plan in which all eligible members of the Professional Secretaries Association of New London Public Schools bargaining unit, as defined in Article I of the Agreement (Recognition and Definition of Personnel), will participate, such plan to become effective on July 1, 1981, and to remain in effect thereafter.

B. Eligibility

The pension program shall cover all present and future regular full-time employees who are members of the bargaining unit. Pensioners on the pension roll of the City of New London who formerly served in positions covered by the bargaining unit, and who are currently receiving pension benefits for this service, shall remain on the said pension roll in accordance with the requirements and specifications governing that pension roll at the time of their entry thereon. Any words or terms contained herein that denote or reference a particular sex or gender shall be interpreted to include all members of the bargaining unit regardless of sex or gender.

SECTION 2: SERVICE

For the purposes of this article, service shall be defined as the number of years of continuous active service as a regular full-time bargaining unit member eligible for inclusion in this pension program, provided that those eligible members hired after May 1, 1971, shall be considered for the purposes of this program to have been hired on the effective date of this pension program as provided in section 1 above. Such employees may, as hereinafter provided, obtain credit for their service prior to the effective date of this plan.

Periods of absence from active employment without pay which precede a break in service shall be deducted when computing years of service, except that authorized leaves of absence for voluntary service in the Armed Forces of the United States at any time shall count toward continuous active service, provided that the member returns to a position covered by the bargaining unit within thirty (30) days of termination of such service, unless a different period is required by law. Service shall be considered broken when a member voluntarily terminates her/his employment, is terminated for cause, is laid off and not recalled, or fails to respond to recall after layoff as provided in this Agreement.

SECTION 3: NORMAL AND MANDATORY RETIREMENT AGE

Members of the bargaining unit shall be eligible for normal retirement under this plan upon the attainment of fifty-seven (57) years of age, or the completion of fifteen (15) years of continuous service, whichever comes later. All employees shall be subject to the Certificate of Continuance provision contained in Section 15-119 of the Code of Ordinances of the City of New London.

SECTION 4: NORMAL RETIREMENT

The normal annual retirement benefit for eligible employees shall be computed at the rate of two per centum (2%) of the employee's average annual base salary plus longevity payments received in the highest five (5) paid years of employment as a City employee in the bargaining unit. Such two per centum (2%) figure shall be applied for each year of continuous service to a maximum of sixty percent (60%) of said five (5) year average.

Effective for retirements effective on or after July 1, 1989, the normal annual retirement benefit for eligible employees shall be computed at the rate of two per centum (2%) of the employee's average annual base salary plus longevity payments received in the highest three (3) paid years of employment as a City employee in the bargaining unit. Such two per centum (2%) figure shall be applied for each year of continuous service to a maximum of sixty percent (60%) of said three (3) year average.

SECTION 5: FORM OF BENEFIT

The normal retirement benefit shall be payable in the form of a monthly annuity for the life of the member, unless an election of optional benefit is made as hereinafter provided.

SECTION 6: DISABILITY BENEFIT

When, as a result of a service-connected permanent disability, a member is precluded from performing service as an active employee, such employee shall be entitled to disability benefits. The disability benefits shall be a minimum of fifty per centum (50%) of the average annual salary base plus longevity received by the employee in the highest five (5) paid years of service or by computation in accordance with the normal retirement benefit, whichever is greater. Disability benefits shall be reduced by any amounts which may be payable under an award pursuant to the workers' compensation laws. Upon commencement of disability benefits, routine evaluations of the disability will be made, at the expense of the City, every three (3) years to determine the member's fitness for return to duty until such time as the member attains the age of seventy (70).

SECTION 7: OPTIONAL BENEFIT

A member may elect to receive a reduced retirement allowance with a provision that such reduced retirement allowance or such part thereof as may be specified by the member in her/his notice of election (either 3/4, 2/3, 1/2 or 1/3) shall be continued after her/his death to her/his spouse named in such election, for so long as her/his spouse lives. The reduced retirement allowance shall be in such amount as the City deems to be the actuarial equivalent of the retirement allowance that would have been payable had not the election of this option with the City been made prior to the time at which

she/he becomes eligible for retirement, provided that such written notice of election is filed three (3) years before the member becomes eligible for retirement. She/he may be required to pass a physical examination at the time of making such election. It is the intention of this option that the City's outlay for retirement benefits shall not be increased and that the amount payable to the member and her/his spouse under the option shall be the equivalent as actuarially determined of what the member alone would have received if she/he had not elected the option. This option is also intended to be patterned after such option available in the Connecticut State Municipal Employees Retirement Fund as it existed on the effective date of this pension plan.

SECTION 8: VESTING

In the event that a member's employment terminates prior to the completion of ten (10) years' service the member's contribution to the plan during such service shall be paid in a lump sum to the member or, in the event of the member's death, to her/his surviving spouse or her/his estate. Such application for lump-sum payment must be made within a period of three (3) years following termination of employment.

In the event that a member terminates from the employ of the City after completion of ten (10) years' credited service in the pension program, such member will be credited with the following percentages of accrued retirement annuity, based upon extent of service at time of termination, which annuity becomes payable commencing at the normal retirement age set forth in this article:

Years of Service	Applicable #
10	50%
11	60%
12	70%
13	80%
14	90%
15	100%

SECTION 9: EMPLOYEE CONTRIBUTIONS

All Eligible employees of the bargaining unit shall participate in such plan and shall contribute to the pension plan as hereinafter provided.

Commencing July 1, 1981, or upon date of initial employment, if later, all eligible employees shall contribute to the pension plan three per centum (3%) of their base annual salary plus longevity.

Commencing July 1, 1982, or upon date of initial employment, if later, all eligible employees shall contribute to the pension plan an additional two per centum (2%) of their base annual salary plus longevity, for a total contribution rate of five per centum (5%).

Commencing June 30, 1983, or upon date of initial employment, if later, all eligible employees shall contribute to the pension plan an additional one per centum (1%) of their base annual salary plus longevity, for a total contribution rate of six per centum (6%), such six per centum (6%) contributions to continue annually thereafter.

The above contributions shall be in addition to any Social Security contributions made by members of the bargaining unit.

Eligible employees hired subsequent to May 1, 1971, but prior to the effective date of this plan, may elect to obtain credit for years of continuous service prior to the effective date of this plan by making a contribution of three per centum (3%) of base annual salary plus longevity earned in the period of each year from the date of eligible employment in full-time active service to the effective date of this plan. For each year that such contributions are made, an additional year of continuous service shall be applied to such employee for the purpose of pension plan eligibility. Such contributions may be implemented through agreed-upon salary deductions in addition to those provided above for the annual contribution rate for years of service after the effective date of this Agreement. Any employees who wish to avail themselves of this opportunity must make a mutually agreeable retroactive contribution plan, through the personnel officer, with the City, not later than October 1, 1981. Such plan shall be reduced to writing not later than October 1, 1981, and shall not extend beyond eight (8) years the time in which to fully pay any retroactive contributions.

Eligible current employees who were hired prior to May 1, 1971, and who have remained continuously employed in bargaining unit positions shall hereinafter join this pension plan with full credit given for all years of continuous service as defined in Section 2 above and shall commence contributions on July 1, 1981, and thereafter in accord with the above contribution formula; provided, however, that any employee in this pre-1971 group who is or will become eligible to retire before July 1, 1985, in order to retire under the terms of this pension plan must make contributions in accord with the provisions of this plan for at least four (4) years in consideration of the increased pension benefits under this pension plan; and provided, further, that said employee's four (4) years of contributions may be divided into any manner or combination of work years and/or retroactive contributions, so long as the years upon which contributions under this plan are based shall be the highest paid four (4) years of employment as a City employee in the bargaining unit. The rate of such contributions made for years prior to July 1, 1981, shall be equal to those rates of contribution for post-1971 employees as specified above in the contribution formula of this plan.

Those employees who are or shall be eligible to retire on or before July 1, 1984, under the terms of the former pension plan contained in the City of New London Code Sections 15-177 to 15-123 who do not wish to make such retroactive contributions may execute their rights and receive retirement benefits as provided under that plan. This right, however, does not relinquish those employees from the obligation to make contributions under this contributory plan as previously set forth covering service performed after July 1, 1981. Further, all bargaining unit employees who retire after July 1, 1985, shall retire only under the terms of this plan.

SECTION 10: EMPLOYEE DEATH

In the event of a non-service connected death of an active and participating employee, after twenty (20) years of service, the spouse of said employee will, at her/his option, receive either a return of employee contributions to the plan or fifty percent (50%) of the normal retirement benefit until the death or remarriage of said spouse. This clause becomes effective on the date of signing of this agreement.

APPENDIX C

SICK LEAVE INCENTIVE

Effective for retirements effective on or after July 1, 1998, upon retirement an employee will be given a one (1) time bonus and an additional percentage above and beyond her/his retirement benefits, as determined under her/his applicable City pension plan, for unused sick leave as defined below:

<u>Number of Days</u>	<u>Percentage</u>	<u>Bonus</u>
90	1%	0
135	2%	0
180	5%	\$250.00
225	7%	\$300.00
270	8%	\$400.00

Example:

30 years service = 60%
\$14,000.00
Avg. Salary 14,500.00
15,000.00
Pension Benefit = \$8,700.00
180 unused sick days = 5%
65% x \$14,500.00 = \$9,425.00
Cash bonus = \$250.00

APPENDIX D

PROFESSIONAL SECRETARIES ASSOCIATION
OF NEW LONDON PUBLIC SCHOOLS

Authorization for Payroll Deduction

By _____
Last Name First Name Middle Name
(please print)

To _____
Name of Employer

Effective _____ I hereby authorize you to deduct from my earnings each biweekly payroll period a sufficient amount to provide for the regular payment of the current rate of monthly association dues and/or service fees as certified by the association. The amount deducted shall be paid to the Professional Secretaries Association of New London Public Schools. This authorization shall remain in effect in accordance with the working agreement or until termination of my employment.

Signature

Street Address

City, State and Zip Code Phone Number

APPENDIX E

SALARY GROUP CLASSIFICATIONS OF NEW LONDON

BOARD OF EDUCATION SECRETARIAL AND CLERICAL PERSONNEL

<u>SALARY GROUP</u>	<u>JOB TITLE</u>	<u>WORK YEAR</u>
5	Secretary: Office of Director of Special Services	12 Months
5	Secretary: Assistant Principal & Dean of Students – Bennie Dover Jackson Middle School	12 Months
5	Secretary: Secretary / Assistant: Office of Director of Special Services	12 Months
5	Secretary: Library Media Technician (Elementary)	10 Months
5	Secretary: Attendance / Guidance Department – New London High School	12 Months
5	Secretary: Main Office – New London High School	12 Months
5	Secretary: Business Office	12 Months
6	Secretary: Assistant Principals – New London High School	10 Months
6	Secretary: Adult and Continuing Education (90%) October 1, 2007 (100%)	12 Months
6	Secretary: Registrar: New London High School	12 Months
6	Secretary: Guidance Department – Bennie Dover Jackson Middle School	12 Months
6	Secretary: Office of Director of Grants, Extended Learning & Strategic Planning	12 Months
7	Secretary: Welcome Center and the Bilingual/ESL Office	10 Months
7	Secretary: Elementary School Principal	10 Months
7	Secretary: Principal – Bennie Dover Jackson Middle School	12 Months
7	Secretary: Principal – New London High School	12 Months
7	Secretary: Secretary/Technology Assistant – Adult and Continuing Education	12 Months
8	Secretary: Superintendent’s Office / Director of Operations	12 Months
8	Secretary: K-12 Supervisor of Bilingual and ESL and Early Literacy Facilitator	12 Months
8	Secretary: Director of Special Services	12 Months
8	Secretary: Director of Adult and Continuing Education	12 Months
8	Secretary: Director of Grants, Extended Learning and Strategic Planning	12 Months
8	Secretary: Director of Business and Finance	12 Months
8	Secretary: Director of the Science and Technology Magnet High School of Southeastern Connecticut	12 Months
9	Secretary: Payroll Technician	12 Months
9	Secretary: Accounting	12 Months
9	Secretary: Superintendent of Schools; Curriculum, Instruction and Assessment	12 Months

Comments:

1. Starting and ending times are:

Media Technicians - Works 180 student days and three days before students arrive and two days after students leave.

High school secretary to the Assistant Principal & Dean - Works 180 student days and five days before students arrive and five days after students leave.

Secretary to Elementary Principals - Works 185 teacher days and five days before the teachers arrive and five days after the teachers leave.

2. Prorated salary: Salary is prorated under two circumstances.

1) New Employee - Upon employment salary will be prorated in accordance with the contracted length of the work year.

2) After a leave without pay - Upon return from a leave without pay, salary will be prorated in accordance with the contracted length of the work year.

3. Prorated vacation: Vacation time is prorated under two circumstances.

1) New Employee - Upon employment a proration of vacation days will be calculated based on the number of months the new employee will work during the initial fiscal year. these days will be available for use commencing, July 1 of the next fiscal year. Commencing July 1, of the second fiscal year, 15 vacation days will be available.

2) After a leave without pay - Upon return from a leave without pay, vacation time will be prorated. Vacation days are based on actual time worked in the months directly preceding and after the leave time. This is calculated on an individual basis.

4. Prorated sick leave: Sick leave is prorated under two circumstances.

1) New Employee - Upon employment an employee is granted 1 1/2 days of sick leave for each month worked in the first fiscal year. Sick leave is prorated and granted upon the first day of employment.

2) After a leave without pay - Upon return from a leave without pay, sick leave will be prorated at a rate of 1 1/2 days per month. The proration will be added to any accumulative sick leave, prior to the leave.

5. Prorated Overtime: Overtime will be pro-rated in accordance with the secretary's salary and contracted number of days. The secretary's salary is divided by the contracted number of days to obtain a daily rate. The daily rate is divided by 7 hours to obtain an hourly rate. The overtime rate is 1.5 times the hourly rate.

**APPENDIX F
2006-2007 SALARY SCHEDULE
SECRETARIAL AND CLERICAL PERSONNEL
BASELINE FIGURES FOR CALCULATION OF 2007-2010 SALARIES**

		FY 2006-2007 Salary Schedule				
SALARY GROUP		STEP	STEP	STEP	STEP	STEP
		1	2	3	4	5
	3					
	12 mos.	27367	28446	29493	30533	31843
	10 mos.	22708	23596	24488	25378	26483
	4					
	12 mos.	28452	29521	30590	31656	34235
	10 mos.	23664	24606	25543	26479	28694
	5					
	12 mos.	29547	30946	32150	33331	34785
	10 mos.	24624	25788	26792	27774	28988
Library Media Technician		24096	25014	25924	26836	28993
	Elementary					
	6					
	12 mos.	31082	32310	33539	34775	36299
	10 mos.	25905	26925	27949	28978	30246
	7					
	12 mos.	33353	34587	35815	37047	38571
	10 mos.	27798	28826	29846	30872	32145
Secretary to Elementary		28639	29670	30693	31719	32993
	School Principal					
	8					
	12 mos.	36498	37931	39357	40780	42549
	9					
	12 mos.	38060	39485	40915	42338	44105

**APPENDIX G
PROFESSIONAL SECRETARIES ASSOCIATION
BASELINE SCHEDULE
AS OF 7/1/2001**

POSITION	LENGTH OF WORK YEAR	STARTING & ENDING TIMES (1)	PRORATE SALARY (2)	PRORATE VACATION/ MONTH (3)	PRORATE SICKLEAVE/ MONTH (4)	PRORATE OVERTIME (5)
Secretaries 12 Month	260 Days	N/A	260 Days	See Comment #3 on Page 28.	1½ Days/Months	260 Days
Media Technicians 10 Month	185 Days	3 Before/2 End	185 Days	N/A	1½ Days/Months	185 Days
HS Secretary ASST PRIN & Dean 10 Month	190 Days	5 Before/5 End Student Year (See MOA)	190 Days	N/A	1½ Days/Months	190 Days
Secretaries Elementary Principal 10 Month	195 Days	5 Before/5 End Teacher Year	195 Days	N/A	1½ Days/Months	195 Days
Welcome Center and the Bilingual/ESL Office	190 Days	8 Before/2 End Student Year	190 Days	N/A	1 ½ Days/Months	190 Days

MEMORANDUM OF UNDERSTANDING (“MOU”)

This MOU is made between the New London Board of Education and the Professional Secretaries Association of New London Public Schools, through their undersigned authorized representatives. The parties agree as follows:

1. Contract negotiations for a labor contract between the Board and the Association to replace that which expired on June 30, 2007 were conducted in 2007. Since employee pension matters governed by the employee pension plan maintained by the City of New London were proposed by the Association, separate negotiations between the City and the Association also commenced in 2007:
2. The Board and the Association have concluded their negotiations and reached agreement on the terms of a new labor contract in 2007. That contract has been ratified by both Board and Association and is currently in effect. However, the Association and the City have not yet resolved their separate negotiations over the City pension plan.
3. The Association is concerned that if it signs the new contract negotiated with the Board, its rights to continue and conclude the separate pension negotiations with the City will be prejudiced.
4. The Board and the Association agree that if the Association signs the new labor contract negotiated between the Board and the Association, the Board will not make or assert any claims that the Association cannot continue its separate negotiations with the City to conclusion. More specifically, the Board agrees that the signing of the new labor contract by the Association will be without prejudice to the rights of the Association in the separate pension negotiations with the City.

SIGNED by the parties’ undersigned duly authorized representatives at New London, CT on the date(s) below indicated:

Original signature on file.

NEW LONDON
BOARD OF EDUCATION

Date: 1/30/09

Original signature on file.

PROFESSIONAL SECRETARIES
ASSOCIATION OF NEW
LONDON PUBLIC SCHOOLS

Date: 1/30/09