

*GROTON PUBLIC SCHOOLS
GROTON, CONNECTICUT*

*AGREEMENT
BETWEEN
THE GROTON BOARD OF EDUCATION*

AND

*THE GROTON SCHOOLS CUSTODIAN,
MAINTENANCE, AND SECRETARIES ASSOCIATION*

*FOR THE PERIOD OF
JULY 1, 2021- JUNE 30, 2025*

ARTICLE I -	RECOGNITION	1
ARTICLE II -	RIGHTS AND RESPONSIBILITIES OF THE BOARD OF EDUCATION	1
ARTICLE III -	UNION SECURITY	2
ARTICLE IV -	SELECTION APPOINTMENT AND LAYOFF	2
ARTICLE V -	HOURS OF WORK	5
ARTICLE VI -	TIME CLOCKS	6
ARTICLE VII -	WAGE PAYMENTS	7
ARTICLE VIII -	TRAVEL.....	7
ARTICLE IX -	PAID HOLIDAYS.....	7
ARTICLE X -	VACATION	8
ARTICLE XI -	ABSENCE	9
ARTICLE XII -	INSURANCE	12
ARTICLE XIII -	CLOTHING ALLOTMENT	14
ARTICLE XIV -	DISCIPLINARY ACTION AND DISMISSAL.....	14
ARTICLE XV -	GRIEVANCES	15
ARTICLE XVI -	NO STRIKE.....	17
ARTICLE XVII -	SCOPE OF AGREEMENT	17
ARTICLE XVIII -	PENSION	18
ARTICLE XIX -	LONGEVITY	18
ARTICLE XX -	EVALUATIONS AND INCREMENTS.....	18
ARTICLE XXI -	NO DISCRIMINATION	19
ARTICLE XXII -	SAVINGS CLAUSE	19
ARTICLE XXIII -	DURATION	19
APPENDIX A	20
APPENDIX B	25

This Agreement is made and entered into by and between the Groton Board of Education, hereinafter referred to as the "Board", and the Groton Schools Custodian and Maintenance Association, hereinafter referred to as the "Association".

ARTICLE I - RECOGNITION

The Groton Board of Education (the Board) hereby recognizes the Groton Schools Custodian and Maintenance Association (the "Association"), as the exclusive representative of all custodians, computer technicians, secretaries and maintenance department employees employed by the Groton School system, excluding casual employees, seasonal employees, part-time employees working twenty (20) or less hours per week, supervisors and all other employees.

ARTICLE II - RIGHTS AND RESPONSIBILITIES OF THE BOARD OF EDUCATION

a. Unless expressly and specifically limited, modified, abridged, or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Board of Education, pursuant to any charter, general or special statute, ordinance, regulation or other lawful provision over the complete operation, practices, procedures and regulations with respect to employees covered by this Agreement shall remain solely and exclusively in the Board, including, but not limited to, the following: to determine the standards of services to be offered by Board employees; to determine the standards of selection for Board employment; to direct its employees and to take disciplinary action against them; to relieve its employees from duty because of lack of work or for other legitimate reasons; to issue rules, policies and regulations, including those affecting working conditions; from time to time, to change those rules, policies and regulations and enforce them; to maintain the efficiency of governmental operations; to determine work schedules; to determine the methods, means and personnel by which the Board's operations are to be conducted; to determine the content of job classifications; to exercise complete control and discretion over its organization and technology of performing its work; and to fulfill all of its legal responsibilities.

b. The Board may subcontract bargaining unit work, so long as such subcontracting does not result in the layoff of bargaining unit members who normally perform such work, or while qualified bargaining unit members who normally perform such work remain on a recall list.

c. Non-bargaining unit employees may be used if bargaining unit members are absent from work during regularly scheduled work hours. Such non-bargaining unit employees shall not work weekends or holidays and shall work no more than eight (8) hours in a day unless all qualified bargaining unit members have first been offered such work.

ARTICLE III - UNION SECURITY

a. For bargaining unit members authorizing the Board to do so in writing, the Board agrees to deduct Union dues from their wages in such amounts as are set by the Union and provided to the Board.

b. These deductions will be made on the same payday of each month as notified by the Board and agreed to by the Association.

c. In the event an employee receives no pay on the payday on which the Association dues are deducted, no deductions shall be made for that month.

d. When a member's dues are not deducted by reason of the conditions described in section c of this Article, or by reason of an extended absence from his/her assigned job during which time he/she is not paid, and such member returns to active duty, the Board shall reactivate the deduction of dues upon sufficient notification from the Association treasurer.

e. The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall or may arise out of, or by reason of actions taken by the Board for the purpose of complying with the provisions of this Article.

f. The president and vice-president of the Union shall have super seniority in the event of a layoff.

ARTICLE IV - SELECTION APPOINTMENT AND LAYOFF

a. The Superintendent or his/her designee shall be responsible for the selection, employment, assignment, transfer, promotion and dismissal of all persons covered by this Agreement. Whenever possible and/or practical, the school principal and/or the director of buildings and grounds will be consulted before a vacancy is filled.

b. There shall be a probationary period of one hundred eighty (180) calendar days for all new employees covered by this Agreement. Upon successful completion of this period, they shall become regular employees. While on probation, an employee may be terminated for any reason whatsoever and neither the employee nor the Association shall have recourse to the grievance procedure. The Association shall be notified in writing within two weeks of the appointment of any new employee covered by this Agreement and when each new employee successfully completes the probationary period.

c. Notice of vacancies and/or new positions, which shall include at a minimum, job title, salary range and hours of work, shall be posted in all schools, and in the maintenance department, for five (5) working days. Any bargaining unit employee interested in the position must apply, in writing, to the Superintendent or his/her designee

within five (5) working days and for custodial, maintenance, and computer technician employees only shall be considered for the position before it is advertised to people who are not employees of the bargaining unit. Any former bargaining unit employee who is currently on a recall list pursuant to section (i) of this Article IV shall be given the same opportunity to apply as current bargaining unit employee. Nothing herein shall prohibit the Board from considering outside applicants after the five (5) working days period. Appointments to positions shall be made by the Superintendent or designee based on the applicant's qualifications. Any employee who is promoted to a higher classification shall be paid at the rate of the lowest step in the applicant's new classification that is higher than the applicant's rate in the applicant's original classification.

d. A full set of job descriptions shall be furnished to the Union President on or about the beginning date of each collective bargaining agreement, to be supplemented with dated revisions as they occur.

e. Promotions and transfers within the bargaining unit will be made on the basis of merit and in the interest of efficient operations as determined by the Board or its designee. For purposes of Article IV, there shall be three separate departments: (i) custodial/maintenance; and (ii) computer technicians, and (iii) secretaries. Employees in each department may apply for promotions and transfers within their own department only. This shall not, however, prohibit employees in one department from applying for a vacancy in the other department. In the event an employee from one department is hired into an opening in the other department, he/she will not be treated as having a break in service. Whenever a vacant position in the bargaining unit is sought by two (2) or more applicants whose qualifications are equal in the opinion of the Board or its designee, priority shall be given to the most senior employee. There shall be a probationary period of one hundred twenty (120) days for employees promoted into a new category. For custodial, maintenance, and computer technician employees only, an employee who does not, in the opinion of the Board or its designee, qualify for the job during his/her probationary period shall be reclassified to his/her original category with no loss of seniority. Transfers (within the same category) may be made at the discretion of the Board or its designee. No such transfer shall be made arbitrarily or capriciously.

f. The successful candidate for a vacancy shall be notified in writing by the Superintendent or his/her designee. The Superintendent or his/her designee shall also inform the secretary of the Association, in writing, of the action.

g. In emergency situations, when the educational process may be greatly affected, the Board may use its discretion and employ individuals without posting a notice of vacancy. In such situations, the Superintendent or his/her designee shall notify the secretary of the Association, in writing, of the action and the reason(s) for it.

h. New employees may be placed on any step of the salary schedule, based on job related skill and experience. Upon promotion from a Custodian category to a maintenance category, step placement shall be no less than the lowest step of the promotional salary lane which results in a wage increase.

i. In the event of layoffs or cutbacks in employment, the following procedures shall apply:

1. Layoff decisions and staffing levels are solely within the authority of the Board of Education.
2. The employee holding a position which has been eliminated by the Board shall be permitted to bump the least senior employee in his classification of employment (as listed at Appendix A).
3. The least senior employee in the category of employment in which the elimination took place shall be permitted to bump the least senior employee holding any position in a lower category of employment (unless no such employee in a lower category is junior to the bumping employee); provided, however, an employee in one department, e.g., computer technician, may not bump an employee in the other department, i.e., custodial/maintenance.
4. The name of any employee who is laid off or bumped as a result of this procedure shall be placed on a recall list. Offers of re-employment shall be made in writing to those persons whose names are on the recall list in the inverse order of placement on such list, upon the creation of a vacancy in a classification at or below the classification held by the former employee at the time of layoff; provided, however, an employee shall only have recall rights to the department in which he/she previously worked.
5. The names of all employees on the recall list shall remain on such list until the earliest of (a) acceptance of an offer of re-employment pursuant to this procedure; (b) refusal of an offer of re-employment; (c) failure to accept an offer of re-employment within seven (7) calendar days from mailing such offer to the last known address; or (d) expiration of two (2) years from the date of layoff.
6. For custodial, maintenance, and computer technician employees only, employees who are hired into any bargaining unit position while on a recall list established under this section retain their bargaining unit seniority and longevity and shall be entitled to purchase back their pension credit in the plan if they were not vested at the time of layoff.
7. Employees who lose their position because of being bumped or because their position is eliminated shall remain on a recall list to regain that position for two (2) years from the date of the transfer.

ARTICLE V - HOURS OF WORK

Section 1. Custodians, Maintenance, and Computer Techs:

a. The schedule of hours to be worked by each person during the school year shall be arranged by the Superintendent or his/her designee and the school principal. A recommendation from the head custodian may be requested prior to a work schedule change. Effective July 1, 2017, in addition to the 7:00 a.m. to 3:30 p.m. shift, maintenance employees may volunteer to be assigned to either a 5:30 a.m. to 2:00 p.m. shift or an 8:30 a.m. to 5:00 p.m. shift. New hires may be assigned to these shifts.

b. During school vacation periods, including July and August, all employees shall work the day shift, unless, in the opinion of the Superintendent or his/her designee, circumstances dictate other assignment.

c. Employees shall receive one and one-half (1 1/2) times their regular hourly rate for those hours worked in excess of forty (40) in any given work week or eight (8) hours in any given work day or for any hours actually worked on a holiday, as defined in Article IX, or for any hours worked on a Saturday or Sunday (except shift runovers from Friday to Saturday).

d. Two (2) times the regular hourly rate shall be paid for all hours actually worked (excluding commuting time) as a result of an emergency call-in, with a minimum of two (2) hours paid for each call-in. An emergency call-in is defined as an unanticipated requirement to report to work immediately for an urgent situation which does not extend (either before or after) the assigned work shift. Any employee who has signed on for emergency call-in, and who has failed to respond to an emergency call-in two times within a three month period shall be removed from the emergency call-in list, and shall remain ineligible for emergency call-in overtime for a period of three months.

e. Except as noted below, each employee shall be assigned an unpaid lunch period, with each employee's lunch period to be determined separately, based on the needs of the school building, as established by the Superintendent or his/her designee. However, if an employee is required by his supervisor to remain in his building during lunch, the employee will receive a paid lunch period as part of his/her regular work shift at the applicable rate.

f. Overtime opportunities shall be offered on a rotating basis, within each school, to all custodial employees assigned to such school. If no custodial employee assigned to a school is available for overtime, then the overtime opportunity shall be offered to other custodians outside the school on a rotating basis. Except in the case of an emergency, custodial employees shall work no more than eight consecutive hours of overtime in any 24 hour period. Any employee who refuses to work overtime three (3) or more times shall not participate in the rotation for three (3) months.

- g. Employees are required to provide the Board with up to date telephone numbers, i.e. changes must be promptly reported.

Section 2. Secretaries:

- a. The work week shall coincide with the needs of the Groton School System, with hours per day and days per year adjusted to meet the requirements of the school system. The normal work day for full-time employees will range from six (6) to eight (8) hours per day, and the normal work year from one hundred ninety (190) days to two hundred twenty (220) days, and may include days before school opens in September and after school closes in June.
- b. The Building Principal and the employee shall discuss and mutually agree on the employee's summer work schedule (July and/or August) which shall be subject to the approval of the Superintendent. The provisions of Article XI, Section A shall apply to work days when school is not in session.
- c. Employees shall receive a duty free ten (10) minute break without loss of pay.
- d. Professional Development
 - 1. Training and professional development opportunities will be afforded to all secretaries. Approval of the Building Principal and the Assistant Superintendent shall be required for out of district training; the cost of training, meals, and mileage will be paid for by the Board.
 - 2. Training may be provided on teacher professional development and TLI days. Training may also be provided during other times with advance notice.
 - 3. If such training is designated as mandatory, employees shall be required to attend.
- e. Employees shall receive one and one-half (1 ½) times their regular hourly rate for those hours worked in excess of forty (40) in any given week or eight (8) hours in any given work day or for any hours actually worked on a holiday, as defined in Article IX, or for any hours worked on a Saturday or Sunday, subject to prior approval by their supervisor.

ARTICLE VI - TIME CLOCKS

Employees shall be required to swipe in and out at the beginning and end of each shift and at the beginning and end of their lunch breaks. All swipes shall accurately reflect the time worked on a given day. Employees are strictly prohibited from swiping in or out for another employee. Maintenance employees shall swipe in and out for lunch at the facility they are working at. Secretaries shall not be required to swipe in and out for their lunch break.

ARTICLE VII - WAGE PAYMENTS

a. Wage payments for all full-time employees shall be made biweekly by direct deposit on the basis of time records submitted for the preceding two (2) weeks. In no case shall employees be paid in advance (except prepaid earned vacation or holidays.)

b. The salary schedules for all positions covered by this Agreement are set forth in Appendix A. The salary schedule for 2021-22 shall be increased by 1.75%; for the 2022-23 year shall be increased by 2%; for the 2023-24 year shall be increased by 2%; and for the 2024-25 year shall be increased by 2%.

c. The Board shall reimburse bargaining unit employees for the cost of maintaining the following state occupational licenses when the employee devotes a substantial portion of his/her duties working within the trade: plumbing, electrical and boiler. The union shall provide names, licenses and amounts. Computer Technicians shall be reimbursed for the cost of job related continuing education classes and certifications approved in advance by the Superintendent or his/her designee.

d. After ten (10) years as a Maintenance Man I, an employee shall move to Maintenance Man II provided the Director of Buildings and Grounds certifies they are performing at the level of Maintenance Man II. ‘

e. The parties agree to reclassify the Custodial Day Rover under Head Custodian 1 wage scale, provided, he is no longer eligible for additional compensation when filling in for a head custodian.

ARTICLE VIII - TRAVEL

a. All employees covered by this Agreement who use their personal cars for travel on school business shall be reimbursed at the published I.R.S. mileage rate.

b. All Head Custodians, Maintenance Men, Couriers and Roving Custodians shall be required to secure and maintain a valid driver's license.

ARTICLE IX - PAID HOLIDAYS

a. The following days shall be considered paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Independence Day	Day after Thanksgiving
Memorial Day	Christmas

The secretaries shall get Christmas Eve in lieu of Independence Day. Secretaries will be paid a regular full day's pay for the day before

Thanksgiving Day and the day before Christmas Break provided these days are early dismissal for students. Secretaries will be released after the buses have departed from their school and suffer no loss of pay for the day.

Either the day before or the Day after the day on which Independence Day is celebrated, at the discretion of the Board.

b. If the holiday falls on a weekend, or if school is in session on a scheduled paid holiday, an alternate day off with pay shall be scheduled by the Board on a Friday or Monday.

c. To qualify for holiday pay, the employee must work the full scheduled workday immediately preceding and following the holiday (or holiday substitute) unless the employee is excused from doing so by the Superintendent or his/her designee. Failure to meet this requirement will result in forfeiture of holiday pay. Employees who are hospitalized or leave work early due to a previously approved medical appointment supported by documentation of the visit shall suffer no loss of holiday pay. In addition, the Superintendent may grant further exceptions in extenuating circumstances.

ARTICLE X - VACATION

a. All full-time employees included in this Agreement shall accrue vacation time during each year on a monthly basis. The accrued vacation days shall become available for use after 6 months of employment

b. The vacation entitlement for the for all 12 month bargaining unit employees shall be as follows, on the anniversary of employment:

0- less than five years	10 days
5 years- less than 12 years	15 days
12 years or more	20 days

No Vacation shall be taken or paid until at least six months of continuous employment. Thereafter, vacation shall continue to accrue on a monthly basis.

c. Any employee included in this Agreement wishing to take earned vacation time must make a request, in writing, to the Superintendent of Schools or his/her designee. Best efforts shall be made to approve or deny the request within ten (10) days. Vacations will be granted based upon the best interests of the school system and once scheduled may not be changed except in an emergency, as defined in Article XI, b.4. Vacation requests of two (2) or more consecutive weeks must be made at least one (1) month in advance. Vacation requests of one (1) week, up to two (2) weeks, must be made at least two (2) weeks in advance. Vacation requests of less than one (1) week must be made at least two full business days in advance, except in emergencies. Vacation days may be taken in increments of two hours or more.

d. Vacation days are not cumulative from year to year, except that all vacation accrued as of July 1 of any calendar year must be taken prior to July 31 of the following year (13 months).

ARTICLE XI - ABSENCE

a. Sick leave.

Twelve (12) days of personal sick leave shall be granted to all full-time employees covered by this Agreement. Sick days shall accumulate on a pro-rata monthly basis for each full month of employment, to a maximum of one hundred sixty (160) days. Sick leave may be used in increments of not less than two (2) hours at a time. Sick leave is to be used only when an employee's illness or disability prevents him/her from performing his/her normal duties, or for medical/dental treatment which cannot be scheduled outside normal working hours.

Repetitive, excessive or unusual patterns of sick leave usage (e.g., sick leave immediately prior to or following weekends, vacation, holidays or other paid leave) which is not adequately explained to the satisfaction of the employer, shall result first in a written warning. Any re-occurrence of repetitive or an unusual pattern of sick leave will result in a written reprimand. A third occurrence of repetitive or an unusual pattern of sick leave usage will result in additional disciplinary action up to and including unpaid suspension and/or termination of employment.

Medical verification of illness or injury in the form of a certificate signed by a physician or licensed health care provider shall be required and presented prior to returning to work, after three (3) consecutive working days, or beginning with the seventh (7th) day of medically undocumented sick leave (whether consecutive or not) in any fiscal year, certifying:

1. The date(s) of the illness or injury;
2. That the physician (or health care provider) personally examined the employee; and
3. That the employee's illness or injury prevented him/her from performing his/her duties;
4. Whether the employee is fit to perform light duty.

Failure to present medical verification upon return to work shall result in withholding of sick pay until such medical verification is furnished.

Failure by the administration to request medical verification shall not act as a waiver of the employer's right to request medical verification for subsequent sick leave

usage. The privacy rights of all bargaining unit members shall be respected and medical verification forms will be distributed only as required by this section.

b. Personal leave.

Each employee will be entitled to a total of seven (7) personal leave-of-absence days annually with full pay. Personal days which shall not accumulate from year to year, may be taken for the following reasons:

1. observance of religious holidays by members of faiths that require absence from work on such holidays;
2. critical situations resulting from illness or death in the immediate family (father, mother, brother, sister, spouse, child, grandmother, grandfather, grandchild, in-laws, or persons residing in the same household as the employee);
3. involuntary legal involvement;
4. emergencies of a personal nature (not exceed two (2) days annually). For this purpose "emergency" is defined as an unexpected or sudden occurrence of a serious nature which demands action in less than 48 hours.

A written request in sufficient detail to apprise the administration of the reason(s) for the request must be made to the Superintendent or his/her designee and approved by the employee's school principal or unit supervisor before the employee will be permitted to take a personal day for the reasons set forth in subsections 3 and 4 above. Except in an extreme emergency, such requests must be made at least twenty-four (24) hours in advance. The privacy rights of all bargaining unit members shall be respected and personal statements of reasons will be distributed only as required by this section.

c. Short Term Unpaid Leave

For secretaries only, short term unpaid leaves of absence may be granted at the discretion of the Superintendent of Schools or his/her Central Office Administrator designee, not to exceed ten (10). If granted, such leave shall be without pay, but without loss of benefits. Requests for such leave shall be submitted to the building principal, and may be processed by the secretary to the Superintendent's office with or without the recommendation of the building principal.

d. Unpaid Leave Conditions

For secretaries only, unpaid leaves of absence may be granted at the sole discretion of the Board of Education under conditions described by the Board, to include:

1. No step advancement if the employee has worked less than five (5) months in the school in which she began the leave;
2. No insurance benefits (except as required by state or federal law), sick leave, personal leave, or holidays;
3. No unemployment compensation;
4. No employment elsewhere;
5. Date of return to employment shall be stated at time of leave request;
6. Failure to return on scheduled date of return shall constitute resignation;
7. Upon return from leave, an effort shall be made to place the employee in the same, or comparable position.

e. Jury Duty.

If a full-time employee covered by this Agreement, is called for jury duty, full salary, less an amount equal to that received as a juror, shall be paid. Employees shall notify their supervisor of the possibility of jury duty within one week from receipt of the initial jury duty notice. The employee must submit satisfactory evidence of jury duty service to his/her supervisor. Whenever an employee is released from jury duty after serving less than four hours, the employee shall report to work for the remainder of his/her shift. Employees are expected to report to work if jury duty is cancelled or otherwise not required on that day. If jury duty lasts multiple days, the employee is required to call in each day.

f. Worker's Compensation.

Whenever an employee included in this Agreement is entitled to receive workers' compensation benefits, the Board shall pay the difference between the employee's normal weekly take home pay (after mandatory payroll deductions) and the amount of weekly workers' compensation benefits. The entitlement under this provision shall not exceed ninety (90) days and such absence shall not be charged to that person's accumulated sick leave.

g. Unauthorized Absence.

A deduction equal to one day's pay shall be charged for each day of unauthorized absence or unpaid leave. However, nothing contained herein shall limit the authority of the employer to take disciplinary action, up to and including termination of employment, for any unauthorized absence.

h. Regular Attendance.

Notwithstanding the foregoing leave provisions, failure by an employee to reasonably and reliably attend to his/her duties through regular and punctual attendance may result in loss of pay and/or disciplinary action up to and including dismissal.

i. Inclement Weather

During inclement weather events resulting in a full day closing of the school system, non-essential employees who are unable to report to work due to travel conditions, shall be allowed to use a personal leave day, or make up the time (within the same week.) Computer Technicians shall be given the option of working from home with the approval of the supervisor; provided the employee is accessible by phone or email.

In the event the Superintendent or his/her designee announces an early dismissal of students because of inclement weather, or any unplanned closure, bargaining unit Secretaries will be released from duty, without loss of pay, in the employee's discretion, for up three (3) times, up to ninety (90) minutes in each instance. Thereafter, employees may make up the time lost during the same work week, use any available personal leave, or will be docked for the time missed. In the event of a delayed opening, secretaries shall also be subject to the delay and shall suffer no loss of pay as a result of the delayed opening.

j. FMLA

An employee's FMLA leave entitlement may not be combined or reduced because the employee is married to another employee.

k. Payroll Deduction

The BOE will provide a payroll slot for the employee deductions for voluntary benefits offered to union members. The deduction shall be limited to one carrier, identified by the Union, for all members. The BOE will remit monthly to the voluntary benefits carrier the payroll deductions via automated or manual processing.

ARTICLE XII - INSURANCE

a. Upon application, each full-time employee included in this Agreement may participate in the following existing insurance programs or their equivalent:

1. High deductible health plan (HDHP) with benefits equivalent to the existing PPO, with the following deductions/co-payments:

Deductible:	\$2,000/\$4,000
Out-of-Network:	30% Co-insurance
Out-of-Pocket Maximums:	\$4,000/\$6,850

The Board shall fund 50% of the deductible into employee's Health Savings Account.

Effective July 1, 2021, prior authorization shall be required for non-emergency outpatient imaging services:

- High Cost Diagnostic Testing (CT, CAT, MRI, MRA, PET, SPECT)
- Physical Therapy, Occupational Therapy, Speech Therapy

Employees shall pay the following co-payments for prescription coverage once the above deductible s have been met:

\$5/\$25/\$40 (mail order two (2) times retail)

2. Dental Insurance: Blue Cross Basic 80-20 Co-Pay Plan.

b. The cost of all health and dental insurance shall be shared by the employee and the Board, based on monthly fully insured equivalent rates, as follows:

	<u>Board</u>	<u>Employee</u>
July 1, 2021 – June 30, 2022	83.5%	16.5%
July 1, 2021- June 30, 2022	82.5%	17.5%
July 1, 2022 – December 31, 2024	81.5%	18.5%
January 1, 2025 – June 30, 2025	80.5%	19.5%

For the duration of this Agreement, Secretaries shall pay 19.5% of the premium with the Board paying the remaining 80.5%.

The employee's share shall be deducted in equal installments from each paycheck throughout the year.

c. Upon application, all new full-time employees shall become eligible for the foregoing benefits on the first day of the month following full-time employment, subject to the enrollment requirements of the insurance carrier.

d. The Board shall provide each bargaining unit member with life insurance of \$50,000 at no cost to the employee. Each new employee shall be provided with this benefit effective as of the first day of the month following the date of hire.

e. Subject to the availability of coverage by the carrier, bargaining unit employees who have qualified for Town Pension (or would have qualified if they had participated) and are retiring, may have the option of being retained in the Board's approved carrier's insurance plans, except life insurance, provided to members of the bargaining unit. The retired employee shall be eligible for continued health and dental insurance coverage (or Medicare Supplemental Policy if applicable) at the same premium sharing arrangement as is offered to current employees for a period of six (6) months following retirement. Thereafter, any premiums or membership costs shall be paid fully by the retired employee and shall involve no expense to the Board of Education.

Payments shall be submitted to the office of the Superintendent no later than the fifteenth (15th) of each month. Failure to do so will result in an automatic loss of coverage. It is understood that such benefits may increase or decrease from time to time and the right to purchase under group rates is limited to benefits available to currently employed bargaining unit employees. Upon the employee's eligibility for coverage under Medicare, the Board's health insurance plans shall be replaced with a Medicare Supplemental Policy at the employee's expense. Upon eligibility of the employee's spouse for Medicare, the Board's health insurance plans shall be replaced with a Medicare Supplemental Policy at the employee's expense.

f. The Board shall maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the employees' share of health and life insurance premiums. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Association nor any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

g. The Board may change insurance carriers at any time, with one month's prior notice to the Union provided the new plan is equal to or better on an overall basis in terms of benefits.

ARTICLE XIII - CLOTHING ALLOTMENT

The Board shall pay each bargaining unit member \$100 during the month of July, as a clothing allowance. In addition, the Board shall reimburse employees the cost of prescription safety glasses, up to \$100, once in every two year period for each employee who requires them.

This article shall not apply to secretarial employees.

ARTICLE XIV - DISCIPLINARY ACTION AND DISMISSAL

a. Employees are subject to disciplinary action up to and including dismissal for just cause. Just cause or automatic grounds for dismissal shall include, by way of example, but shall not be limited to, the following: dishonesty, insubordination to rules and policies of the Board, documented unexplained absenteeism or tardiness, insubordination, falsification of employment application or Board records, intentional damage to person or property, or a third (3rd) warning for incompetence or inefficiency.

b. Written warnings shall be issued only by management supervisors. When a written warning is issued, a copy of the written warning shall be furnished to the Association President as soon as practicable.

ARTICLE XV - GRIEVANCES

a. The purpose of the grievance procedure shall be to settle grievances on the part of the Board, the Association or an employee at the lowest level possible in order to ensure efficiency, employee morale and continued operations.

b. A grievance is limited to and is defined as a dispute by an employee and/or the Association with the Board over the interpretation or application of a specific section or article of this Agreement.

c. An earnest effort shall be made to settle grievance in the following manner:

1. A grievance must be filed in writing with the Director of Buildings and Grounds, or in the case of a computer technician, with the Director of Computer Support Services, by an employee and/or that employee's representative, if so chosen, within ten (10) working days of the incident, or knowledge is gained that the incident occurred, provided that this does not exceed thirty (30) calendar days after the incident. The grievance must set forth the article or section of the Agreement in dispute, as well as the remedy sought. The Director of Buildings and Grounds, or Director of Computer Support Services as applicable, shall hold a conference with the grievant within ten (10) calendar days from receipt of the grievance. The Director of Buildings and Grounds or Director of Computer Support Services shall express his/her decision in writing to the grievant and the Union within ten (10) calendar days from that hearing.
2. If the grievant is not satisfied with the decision of the Director of Building and Grounds or Director of Computer Support Services, as applicable the written grievance shall be submitted to the Superintendent of Schools within ten (10) calendar days from issuance of the decision of the Director of Buildings and Grounds or Director of Computer Support Services, as applicable. The Superintendent shall hold a conference with the grievant within ten (10) calendar days from receipt of the written grievance at his/her level. Within ten (10) calendar days of the conference, the Superintendent shall notify the grievant and the Union in writing of his/her decision.

3. If the decision of the Superintendent is not accepted by the grievant and/or the Association, the written grievance may be submitted to the Board of Education for consideration within ten (10) calendar days from issuance of the Superintendent's decision. An informal hearing shall be held within two (2) weeks of receipt by the Board, at which a representative of the Association may represent the employee, and the Board's decision shall be submitted in writing to the grievant and/or that employee's representative within two (2) weeks of the conclusion of this conference. The Board may designate a committee of two (2) or more members to hear and rule upon grievances.
4. The association President will be notified and permitted to attend any conference or hearing in this procedure, and shall be furnished with copies of findings and/or decisions at each level of the grievance procedure.

d. If the decision of the Board is not acceptable to the Association the grievance may be submitted to binding arbitration before the American Arbitration Association in accordance with its voluntary rules for labor arbitration. A request for arbitration shall be in writing, and must be filed with the American Arbitration Association not later than thirty (30) calendar days from the date of the Board's decision.

e. The Association shall notify the Board at the time it files for arbitration. The arbitrator designated in accordance with this Article shall decide only one (1) grievance at a time, although the grievance may involve more than one (1) grievant, all of whom are similarly affected. The award shall be final and binding as provided by law. The arbitrator shall be bound by and must apply all the terms of this Agreement and shall have no power to add to, subtract from, or in anyway modify the provisions of this Agreement.

f. Each party shall bear its own expenses for arbitration provided that both parties shall equally bear the cost and expenses of the arbitrator in accordance with the voluntary rules of the American Arbitration Association.

g. Any time limits specified by this Article, except for the time limit on the initial filing of the grievance, may be extended in writing by the mutual agreement of the parties. If a grievance is not submitted to a higher step in accordance with the time limits specified herein, it shall be deemed settled on the basis of the decision at the previous step or withdrawn as the case may be.

h. No employee shall be entitled to bring any action in either state or federal court until all the procedures of this Article have been exhausted or a reasonable attempt has been made to exhaust such procedures as covered by this Agreement.

i. If any grievance results from action taken on a particular level by either the administration or the Board, that grievance may be initially instituted at the next higher step above where that particular action was taken.

j. Union stewards and officers, before absenting themselves from work to investigate complaints, grievances, working conditions, or to attend any union matter, shall request permission from the Director of Buildings and Grounds or their principal, or the Director of Computer Support Services, whichever is applicable. Permission shall not be unreasonably withheld. The supervisor shall be promptly notified upon return to work. Union activities shall take place on Board property only after the approval of the Board or its designee and only after at least 24 hours advance notice to the Director of Buildings and Grounds or Director of Computer Services, whichever is applicable.

k. The Superintendent shall be notified in writing within seven (7) working days of any change in appointment of Union stewards and/or officers.

ARTICLE XVI - NO STRIKE

Pursuant to the Municipal Employee Relations Act, Connecticut General Statutes Section 7-467, et seq., no employees covered by this Agreement shall hinder the Board's operations by strike, work stoppage, slowdown, sympathy strike or other unlawful activity, and the Board shall not pursue lockout tactics in any part of its operation.

ARTICLE XVII - SCOPE OF AGREEMENT

a. It is understood by both parties to this Agreement that this Agreement is an expression of policies and procedures which will continue the good relations established between the Board and the Association. This Agreement does not limit or restrict, in any way, the Board or bind the administration of the schools, or any duly authorized representative of the Board, in the discharge of duties and responsibilities as prescribed by the Board.

b. Any benefits enjoyed by Association members prior to this Agreement which have not been superseded by the provisions of the Agreement shall continue in effect.

c. Any references to the "Board" or to any administrators in this contract shall be construed as references to the Board or its designees on whatever administrative level the Board so chooses.

d. All memorandum of understanding and similar agreements which are not attached to this Agreement shall hereafter be null and void.

ARTICLE XVIII - PENSION

a. Bargaining unit members shall be eligible for inclusion in the Town of Groton Pension Plan according to its terms as it applies to school custodians and maintenance employees.

b. Effective July 1, 2011, the following changes shall be made to the Pension Plan: (1) clarify that one need not be disabled to be eligible for early retirement; and (2) Pop up Option: An actuarially reduced pension benefit payable to the member during his/her lifetime with all or part of such reduced benefit, as the member shall specify, to continue to a contingent beneficiary after the death of the member. However, if the contingent beneficiary shall die before the retired member, the benefit paid to the retired member shall "pop-up" to the initial pension benefit in effect prior to the election of this option.

c. Nothing shall be construed as a change to the existing pension benefits enjoyed by the Secretaries, which are governed by a separate plan than the other unit members.

ARTICLE XIX - LONGEVITY

Custodial, Maintenance, and Computer Tech. bargaining unit members hired on or prior to July 1, 2011, shall be entitled to longevity payments in a lump sum on their anniversary dates in the following amounts:

10-14 years	\$150
15-19 years	\$225
20 years and over	\$300

Bargaining unit members hired after July 1, 2011, shall not be entitled to longevity payments.

ARTICLE XX - EVALUATIONS AND INCREMENTS

a. An evaluation committee to consist of the Superintendent or his/her designee, the school principal and a member of the Association to be designated will evaluate employees and decide if salary increases shall be withheld. They will review recommendations made by the Director of Buildings and Grounds, the school principal, shift supervisor and the head custodian, or any of them, or Director of Computer Support Service, as applicable, before a decision is made as to individual employees. Decisions will be based primarily on performance evaluation as summarized in the format at Appendix B hereof.

b. If at any time a raise is to be withheld from an employee, the Association is to be notified prior to the evaluation conference where the withholding is discussed. The Association will be permitted to attend the evaluation conference, unless the employee objects to such attendance.

ARTICLE XXI - NO DISCRIMINATION

There shall be no unlawful discrimination against any employee covered by this Agreement based upon marital status, age, sex, race, creed, national origin, ancestry, religious belief, sexual orientation or physical disability or any other class protected under applicable law by either the Board or the Association.

ARTICLE XXII- SAVINGS CLAUSE

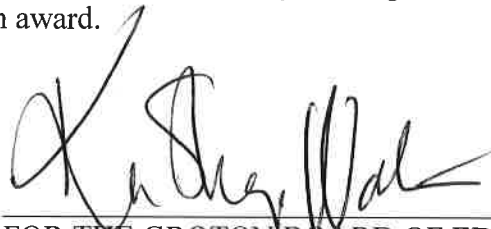
If any section or Article of this Agreement is determined to be illegal by a court of law or the parties agree is in violation of any law, the Agreement as a whole shall remain in full force and effect. Any clause which is determined to be illegal or which the parties agree is illegal shall be stricken from the Agreement.

ARTICLE XXIII - DURATION

The provisions of this Agreement shall be in effect from the date of July 1, 2021 and shall continue in force through June 30, 2025. Nothing herein shall have retroactive effect prior to the date of signing, or upon issuance of a binding arbitration award, unless specifically stated herein. Any such retroactive benefit shall be applied only to those bargaining unit members who remain employed on the day this Agreement is signed, or upon issuance of a binding arbitration award.

Date

11/02/2021



FOR THE GROTON BOARD OF EDUCATION

Date

11/15/2021



FOR THE GROTON SCHOOLS CUSTODIAN,
MAINTENANCE, AND SECRETARIES
ASSOCIATION, INC.

APPENDIX A

CUSTODIAN-MAINTENANCE WAGE SCHEDULE

2021-22

Category	1	2	3	4	5
Custodian I	\$19.58	\$20.46	\$21.39	\$22.26	\$23.22
Custodian II	\$22.94	\$23.88	\$24.80	\$25.71	\$26.62
Head Custodian I	\$23.25	\$24.16	\$25.05	\$25.97	\$26.89
Head Custodian II	\$23.59	\$24.49	\$25.40	\$26.33	\$27.22
Head Custodian III, And Truck Driver, Maintenance, Courier	\$24.58	\$25.49	\$26.40	\$27.32	\$28.22
Head Custodian IV	\$25.46	\$26.37	\$27.29	\$28.18	\$29.06
Maintenance Man I	\$25.35	\$26.26	\$27.16	\$28.09	\$28.98
Maintenance Man II	\$27.72	\$28.63	\$29.54	\$30.44	\$31.37
Maintenance Work Leader	\$29.32	\$30.23	\$31.13	\$32.05	\$32.97
Computer Technician*	\$26.53	\$27.81	\$29.05	\$30.29	\$31.55
Data Specialist	\$28.94	\$30.30	\$31.66	\$33.03	\$34.38

1. Employees shall advance one step each contract year or greater fraction thereof, subject to article XXI-Evaluations and Increments.

*Employees who are presently paid above the salary schedule will be “red-circled,” but will receive the annual wage increases provided under Article VII.

2022-23

Category	1	2	3	4	5
Custodian I	\$19.97	\$20.87	\$21.82	\$22.71	\$23.68
Custodian II	\$23.40	\$24.36	\$25.29	\$26.23	\$27.15
Head Custodian I	\$23.71	\$24.64	\$25.55	\$26.49	\$27.43
Head Custodian II	\$24.06	\$24.98	\$25.90	\$26.86	\$27.76
Head Custodian III, And Truck Driver, Maintenance, Courier	\$25.07	\$26.00	\$26.93	\$27.87	\$28.78
Head Custodian IV	\$25.97	\$26.90	\$27.84	\$28.75	\$29.64
Maintenance Man I	\$25.85	\$26.79	\$27.70	\$28.66	\$29.56
Maintenance Man II	\$28.27	\$29.21	\$30.13	\$31.05	\$32.00
Maintenance Work Leader	\$29.91	\$30.83	\$31.75	\$32.69	\$33.63
Computer Technician*	\$27.06	\$28.36	\$29.63	\$30.90	\$32.18
Data Specialist	\$29.52	\$30.91	\$32.30	\$33.69	\$35.07

1. Employees shall advance one step each contract year or greater fraction thereof, subject to article XXI-Evaluations and Increments.

*Employees who are presently paid above the salary schedule will be “red-circled,” but will receive the annual wage increases provided under Article VII.

2023-24

Category	1	2	3	4	5
Custodian I	\$20.37	\$21.29	\$22.25	\$23.16	\$24.16
Custodian II	\$23.87	\$24.85	\$25.80	\$26.75	\$27.69
Head Custodian I	\$24.19	\$25.13	\$26.06	\$27.02	\$27.98
Head Custodian II	\$24.54	\$25.48	\$26.42	\$27.40	\$28.32
Head Custodian III, And Truck Driver, Maintenance, Courier	\$25.58	\$26.52	\$27.47	\$28.42	\$29.36
Head Custodian IV	\$26.49	\$27.44	\$28.39	\$29.32	\$30.23
Maintenance Man I	\$26.37	\$27.32	\$28.25	\$29.23	\$30.15
Maintenance Man II	\$28.84	\$29.79	\$30.73	\$31.67	\$32.64
Maintenance Work Leader	\$30.51	\$31.45	\$32.38	\$33.35	\$34.30
Computer Technician*	\$27.60	\$28.93	\$30.22	\$31.51	\$32.83
Data Specialist	\$30.11	\$31.53	\$32.94	\$34.36	\$35.77

1. Employees shall advance one step each contract year or greater fraction thereof, subject to article XXI-Evaluations and Increments.

*Employees who are presently paid above the salary schedule will be “red-circled,” but will receive the annual wage increases provided under Article VII.

2024-25

Category	1	2	3	4	5
Custodian I	\$20.77	\$21.71	\$22.70	\$23.63	\$24.64
Custodian II	\$24.35	\$25.34	\$26.31	\$27.29	\$28.25
Head Custodian I	\$24.67	\$25.63	\$26.58	\$27.56	\$28.54
Head Custodian II	\$25.03	\$25.99	\$26.95	\$27.94	\$28.88
Head Custodian III, And Truck Driver, Maintenance, Courier	\$26.09	\$27.05	\$28.02	\$28.99	\$29.94
Head Custodian IV	\$27.02	\$27.99	\$28.96	\$29.91	\$30.84
Maintenance Man I	\$26.90	\$27.87	\$28.82	\$29.81	\$30.75
Maintenance Man II	\$29.41	\$30.38	\$31.35	\$32.31	\$33.29
Maintenance Work Leader	\$31.12	\$32.08	\$33.03	\$34.01	\$34.98
Computer Technician*	\$28.15	\$29.51	\$30.83	\$32.15	\$33.48
Data Specialist	\$30.71	\$32.16	\$33.60	\$35.05	\$36.49

1. Employees shall advance one step each contract year or greater fraction thereof, subject to article XXI-Evaluations and Increments.

*Employees who are presently paid above the salary schedule will be “red-circled,” but will receive the annual wage increases provided under Article VII.

SECRETARIES WAGE SCHEDULE

2021-22

	1	2	3	4	5	6	7	8	9
Secretary	\$20.81	\$21.42	\$22.00	\$22.57	\$23.18	\$25.55	\$26.19	\$26.85	\$27.53

1. Employees shall advance one step each contract year or greater fraction thereof, subject to article XXI-Evaluations and Increments.

2022-23

	1	2	3	4	5	6	7	8	9
Secretary	\$21.22	\$21.85	\$22.44	\$23.02	\$23.64	\$26.06	\$26.71	\$27.39	\$28.08

1. Employees shall advance one step each contract year or greater fraction thereof, subject to article XXI-Evaluations and Increments.

2023-24

	1	2	3	4	5	6	7	8	9
Secretary	\$21.65	\$22.28	\$22.89	\$23.48	\$24.12	\$26.58	\$27.25	\$27.94	\$28.75

1. Employees shall advance one step each contract year or greater fraction thereof, subject to article XXI-Evaluations and Increments.

2024-25

	1	2	3	4	5	6	7	8	9
Secretary	\$22.08	\$22.73	\$23.34	\$23.95	\$24.60	\$27.11	\$27.79	\$28.50	\$29.22

1. Employees shall advance one step each contract year or greater fraction thereof, subject to article XXI-Evaluations and Increments.

APPENDIX B

GROTON PUBLIC SCHOOLS

EVALUATION REPORT

Evaluation report for _____ Date: _____

School _____ Position _____

Classification _____ Shift or Assignment _____

Years experience in Groton schools _____ Step _____

Years experience in this assignment _____

Conference dates _____

Evaluator's signature _____

I have read the attached performance evaluation and have the following observations and comments (use additional paper if necessary):

Signature _____

Date _____

Feb. 28, 2001

Re: Grievance #9020
Croton Schools Custodian & Maintenance Ass'n

SETTLEMENT AGREEMENT

The above captioned grievance is resolved and settled as follows:

1) Both temporary and permanent ^{low voltage} wiring may be performed by non-bargaining unit personnel, so long as such wiring remains within a room in any Board of Education School or Building.

2) Any wiring (temporary or permanent) that breaches a wall, floor or ceiling, i.e., wiring between rooms, shall be performed only by qualified bargaining unit personnel and/or qualified outside contractors.

Croton Board of Education

Attest:

By: Dr. Archie Swindell, Chmn.

Croton Schools Custodian &
Maintenance Ass'n.

By: Jack J. Z...

Michael E. Passero, Its Atty
By: Michael E. Passero, Its Atty

09/13/04 MON 15:48 FAX 1 800.572 2107
09/13/2004 12:19 203678587
09/10/2004 11:04 FAX 203 682 0040

GROTON PUBLIC SCHOOLS
JOHN M CREANE
BERCHEN NOBES & DEVLIN

PAGE 02 001
002/002

SETTLEMENT AGREEMENT

In settlement of grievance numbers 9046 and 9047, filed on or about February 10, 2004, the parties agree as follows:

1. In the future when a head custodian is absent from an elementary school or middle school for ten or more consecutive days, commencing on the eleventh day, and thereafter the individual in the rover classification will fill in and shall receive the head custodian pay rate.
2. In the event the individual in the rover classification is not available and another bargaining unit employee is used instead to fill in for a head custodian who is absent from an elementary school or middle school for ten or more consecutive days, commencing on the eleventh day, that employee shall receive the head custodian pay rate.
3. The foregoing shall not apply to head custodian absences at the high school.
4. In addition, in the event two or more head custodians are out of elementary school and/or middle school, in excess of ten (10) days, non-bargaining unit employees may be used to fill in for the second position.
5. The Union hereby withdraws grievance 9046 and 9047.
6. Nothing herein shall be deemed to limit or as a waiver of the Board's right under the collective bargaining agreement.

Dated: 9/13, 2004

GROTON BOARD OF EDUCATION

GROTON EDUCATION ASSOCIATION

By: 

By: 

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MEMORANDUM OF AGREEMENT
between
GROTON PUBLIC SCHOOLS AND GROTON SCHOOLS CUSTODIAN AND MAINTENANCE ASSOCIATION

Whereas, the Groton Public Schools (the "Board") and the Groton Schools Custodian and Maintenance Association (the "union") are parties to a collective bargaining agreement for the period July 1, 2005 to June 30, 2008; and,

Whereas, the parties wish to enter into an agreement altering the hours of work of the computer technicians covered under the terms of the collective bargaining agreement; and,

Whereas, the computer technicians currently work 35 hours per week, seven hours per day, scheduled on Monday through Friday, from 8:00 a.m. to 4:00 p.m., with a one hour unpaid lunch period per day; and,

Whereas, both the Board and the union wish to increase the work hours of the computer technicians from 35 hours per week to 40 hours per week;

Now Therefore, in consideration of the premises set forth above and the mutual promises set forth below, the parties hereby agree as follows:

1. Effective the first Monday following execution and delivery of this Agreement, the workday for Computer Technicians shall increase to an eight (8) hour workday. The hours of work shall be 8:00 a.m. to 4:30 p.m., Monday through Friday, with a one-half hour unpaid lunch.
2. The Computer Technicians shall be compensated at the applicable hourly rate set forth in the Collective Bargaining Agreement. Sick leave, personal days, vacation or similar pay shall be calculated based upon an eight (8) hour workday, so long as the employees' regular workday consist of eight (8) hours.
3. This Agreement is entered into without prejudice or precedent and shall not constitute a waiver of the parties' respective rights.

Agreed to,

On behalf of the
Groton Public Schools

On behalf of the
Groton Schools Custodian and
Maintenance Association

Chay Zepulha Vice-Chair Terryll H. Bodner
Date: May 08, 2006 Date: March 29, 2006