

AGREEMENT BETWEEN

THE

GROTON BOARD OF EDUCATION

AND

CSEA, SEIU LOCAL 2001

GROTON PARAEDUCATORS CHAPTER

For the Period
July 1, 2023 - June 30, 2027

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE I RECOGNITION	1
ARTICLE II RIGHTS AND RESPONSIBILITIES OF THE BOARD OF EDUCATION	1
ARTICLE III UNION SECURITY	2
ARTICLE IV SELECTION AND APPOINTMENT	3
ARTICLE V SALARY	5
ARTICLE VI WORK SCHEDULES	5
ARTICLE VII 403(b) PLAN	6
ARTICLE VIII SALARY PAYMENTS	6
ARTICLE IX TRAVEL	6
ARTICLE X HOLIDAYS	6
ARTICLE XI ABSENCE	8
ARTICLE XII INSURANCE	10
ARTICLE XIII SEVERANCE PAY	11
ARTICLE XIV DISCIPLINE	12
ARTICLE XV GRIEVANCE PROCEDURE	12
ARTICLE XVI EMPLOYEE PROTECTION	13
ARTICLE XVII NO STRIKE	13
ARTICLE XVIII SCOPE OF AGREEMENT	13
ARTICLE XIX SENIORITY, REDUCTION IN STAFF AND RECALL	14
ARTICLE XX NO DISCRIMINATION	15
ARTICLE XXI SAVINGS CLAUSE	15
ARTICLE XXII MISCELLANEOUS	15
ARTICLE XXIII DURATION	16
APPENDIX A WAGE SCHEDULE	17
MEMORANDUM OF AGREEMENT	19
MEMORANDUM OF AGREEMENT	20

AGREEMENT

This Agreement is made and entered into by and between the Groton Board of Education (hereinafter referred to as the "Board") and the CSEA, SEIU Local 2001, Groton Paraeducators Chapter (hereinafter referred to as the "Union").

ARTICLE I RECOGNITION

The Board recognizes CSEA, SEIU Local 2001 as the exclusive representative for all regular full-time employees of the Groton Board of Education who are classified as a Paraeducators (Paraprofessional I, Paraprofessional II, RBT Certified Paraeducators), Library Technical Assistant (LTA), and all Tutors (SPED, ELL, Math, SEL, ELA) employees in the Groton public schools for twenty (20) hours or more per week for the purposes of collective bargaining under the Municipal Employee Relations Act.

ARTICLE II RIGHTS AND RESPONSIBILITIES OF THE BOARD OF EDUCATION

- 2.1 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; to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons; to issue reasonable rules, policies and regulations, including those affecting working conditions and, from time to time, to change those rules and policies and enforce said policies and rules; 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. Except where another specific provision of this Agreement is involved, the exercise of the above-listed rights shall not be subject to the grievance and arbitration procedure. (08)
- 2.2 The Groton Board of Education may hire part-time classroom assistants for fewer than twenty (20) hours per week to perform the work presently being performed by full-time bargaining unit members under the following conditions:
- a. When a bargaining unit vacancy occurs as the result of attrition, and

- b. When educational goals dictate a change in school programs, schedules and/or curriculum, and
- c. When such a change makes the use of part-time rather than full-time classroom assistants appropriate.

The Board shall notify the Union prior to any such hiring. If the Union and the Board disagree as to whether a hiring decision is allowed pursuant to this Section, the parties agree to arbitrate the matter under the jurisdiction of the American Arbitration Association, in accordance with its expedited arbitration rules. The Union must state its objection and demand for arbitration within fifteen (15) calendar days from receipt of the notice of the Board's intention to hire. The parties agree that no hiring pursuant to this Section will take place until a decision has been rendered by the arbitrator.

ARTICLE III UNION SECURITY

- 3.1 Union dues shall be deducted by the Board from the paycheck of each employee who signs and remits to the Board an authorization form. The Board shall honor employee authorizations that are created or adopted by the Union for deductions in electronic form and by voice authorization. Additionally, the Board shall honor authorizations in any form that satisfies the requirement of Sections 1-266 to 1-286, inclusive of the Connecticut General Statutes as defined in the Application of Agreement. Upon receipt of individual authorization from bargaining unit members, the Board agrees to deduct Union dues from earned wages and remit these amounts promptly to CSEA, SEIU Local 2001 not later than the last day of each month.
- 3.2 The Union agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall, or may, arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this Article.
- 3.3 The provisions of sections 3.1 and 3.2, above shall be in effect only if CSEA, SEIU Local 2001 is the sole and exclusive bargaining representative for the employees covered by this Agreement.
- 3.4 Not later than the last day of each month the Board shall submit to the Union bargaining unit information in an Excel spreadsheet format via an electronic email address provided by the Union. The Union may designate a secure upload site for such submissions in place of electronic mail. The spreadsheet shall contain the following information for all bargaining unit members: last name, first name, middle initial, home address, home and cell telephone numbers, email address, hire date, job title, work site, Employee ID, rate of pay, and dues paid. If no dues were deducted for the bargaining unit member there shall be an explanation in place of

a deduction amount (e.g. new hire, LOA, termination, no dues authorization record, etc.).

- 3.5 The Board agreed to deduct and transmit to CSEA SEIU Local 2001 PAC from all employees who voluntarily authorize such contributions on forms provided for that purpose by the CSEA SEIU Local 2001. These transmittals shall occur for each payroll period and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee. Deductions and remittances shall be on the same schedule as dues deductions.
- 3.6 The Board agrees to notify the Union and the Chapter President of new hires in real time but in no event later than ten (10) days after such employee is hired or the first pay period of the month following the hiring of such employee, whichever is earlier. The Board will provide the employee(s) name, job title, department, work location, work address, home and work telephone number. The Board agrees that if the Union provides a template and/or site for which such data may be submitted the Board will use the format and submission method provided by the Union.
- 3.7 The Board agrees that each newly hired employee shall participate in a mandatory and in-person meeting, as small as one individual, within the first thirty (30) calendar days from the date of hire during regular working hours and onsite without loss of compensation. Such in-person orientation meeting shall include a thirty (30) minute orientation, conducted by the Union, at the start of such meeting.
- 3.8 The Union shall have the right to access and use the Board's facilities to conduct orientation sessions and separate meetings with newly hired employees.
- 3.9 The Board shall provide the Union and Chapter President with at least ten (10) days electronic notice of any orientation.
- 3.10 The Union shall have the right to communicate with bargaining unit members using the Boards electronic mail system.
- 3.11 An authorized representative of the Union shall have the right to meet with individual employees on the Boards premises during the workday to investigate and discuss grievances and workplace issues.
- 3.12 The Board shall provide a bulletin board in an area accessible to all members of the bargaining unit in each location.

ARTICLE IV SELECTION AND APPOINTMENT

- 4.1 The Superintendent or his/her designee shall be responsible for the selection, employment, assignment, transfer and dismissal of all persons covered by this

Agreement. It is expected that the school principal and/or unit supervisor will aid in the selection of applicants for positions within their schools or units.

- 4.2 Newly hired employees shall be considered probationary and shall obtain no rights under Article XV (Grievance Procedure) or Article XIX (Seniority, Reduction in Staff, Recall) of this Agreement until they have been continuously on the payroll of the Board for a period of ninety (90) days while schools are in session. During this probationary period, employees shall be paid at Step 1, and may be discharged or disciplined at the will of the Board, and neither the employee nor the Union shall have recourse to the grievance procedure contained in this Agreement. Upon the completion of the probation seniority shall be established from the date of hire into the bargaining unit. Upon successful completion of probation, employees may, at the discretion of the Employer, be granted credit on the step schedule for previous experience.
- 4.3 Notice of vacancies and/or new positions shall be posted electronically on the district's website for five (5) working days. When the notice is posted, the name of the position and school location shall be included. Any bargaining unit member interested in the position must apply, in writing, to the Human Resource Office within three (3) working days. Appointments to positions will be made by the Superintendent or his/her designee on the basis of the applicant's qualifications.
- 4.4 A written notice of resignation should be filed at least two (2) weeks in advance of the effective date of resignation.
- 4.5 Bargaining unit members wishing to be transferred to another school or assignment must file such a request with the Human Resource Office prior to April 30 of each year.
- 4.6 The employer shall state in external job postings that wages shall be in accordance with the collective bargaining agreement with SEIU Local 2001.
- 4.7 RBT positions shall be posted for specific school where the need arises. Applicants will be screened by an interview committee. Applicants will be selected for interviews based upon qualifications which include prior experience, work record including attendance, principal recommendation, and interest in learning ("Qualified Applicants"). Not having received the training and/or passed the initial competency assessment shall not negatively impact an applicant for consideration for this opportunity. Qualified Applicants will be interviewed by the committee and the most qualified applicant will be selected. The successful applicant will be appointed to the position once they have passed the initial competency assessment. Selection may be revoked if the candidate fails to make reasonable progress to complete the required training, or if after completing the competency assessment, either fails that assessment, or is unable to pass the required test. A reasonable time to complete the process shall be 60 calendar days. Reimbursement for the costs of the required competency assessment and exam

will be handled in accordance with the practice used for reimbursement for the Paraprox examination process, not to exceed \$45 for the assessment and \$50 filing fee for the certificate.

ARTICLE V SALARY

- 5.1 The salary schedules of all positions covered by this Agreement are set forth in Appendix A, which is attached hereto and made a part of this Agreement.
- 5.2 Overtime will be paid at one and one-half (1-1/2) times the regular rate for all full-time persons who work beyond forty (40) hours in a work week, as per State law. Prior approval to work overtime must be obtained from the Superintendent or his/her designee by the school principal or unit supervisor.

ARTICLE VI WORK SCHEDULES

- 6.1 The workweek shall coincide with the school calendar. The workday for full-time employees will be six (6) to eight (8) hours per day, and the work year will be one hundred eighty-one (181) days unless otherwise authorized, plus one (1) mandatory in-service training day per year. Employees must be present for the entire in-service in order to be eligible for pay. Any revisions in employee work schedules for the ensuing school year shall be posted no later than August 15.
- 6.2 All bargaining unit members will be permitted to leave upon conclusion of the all day mandatory in-service training program, but shall be paid for all hours which are worked and for which their attendance is required but a minimum of six (6) hours for attendance at any such program.
- 6.3 The Board may schedule mandatory professional development training on Election Day and Employees will be paid for all hours for which their attendance is required.
- 6.4 If the Board requires attendance of a bargaining unit member at a workshop or seminar, payment shall be made at the regular hourly rate, in addition to reimbursement of fees for attendance.
- 6.5 The Board shall designate mandatory in-service training days when the school calendar is released. All TLI Days attendance shall be mandatory.
- 6.6 The work year will consist of the days in the student school year plus an additional full day or two half days within three days of the first day of school as scheduled by the administration. Notice of the additional days will be given at least two weeks before the start of the school year.
- 6.7 Employees will be paid a regular full days' pay for the following days, regardless of whether such days are early dismissal days provided they work that day until

the time of dismissal: (1) the day before Thanksgiving; (2) the day before the Christmas break; and (3) the last day of school.

- 6.8 When the Superintendent announces that the normal school day will be modified due to either a delayed opening or early release because of inclement weather, all paraeducators, tutors and LTA's employees will be paid for their normal work hours for the first six incidents in the school year for either delayed openings or early dismissals. Beginning the 7th modified day, paraeducators, LTAs, and tutors will not be paid for the time lost due to a delayed opening or early dismissal.

ARTICLE VII 403(b) PLAN

The Board will provide a 403(b) defined contribution plan for employee contributions through payroll deferral.

ARTICLE VIII SALARY PAYMENTS

Wage payments to all persons covered by this Agreement shall be made bi-weekly (once every two weeks) by direct deposit during the work year for hours worked based on time records.

ARTICLE IX TRAVEL

All assigned travel for school business will be reimbursed at the IRS published reimbursement rate.

ARTICLE X HOLIDAYS

- 10.1 All persons covered by this Agreement will observe school closings, as indicated in the school calendar, without compensation.

- 10.2 The following days shall be considered paid holidays:

Classification	Paid Holidays
Paraeducator I	New Years Day Labor Day Martin Luther King Day Columbus Day Presidents' Day Veterans' Day Good Friday Thanksgiving Day Day After Thanksgiving Memorial Day Christmas

Paraeducator II and RBT	Thanksgiving, Day after Thanksgiving, Christmas and New Year's Day (See 10.4 for additional holidays added each year)
Library Technical Asst.	New Year's Day Labor Day Martin Luther King Day Columbus Day Presidents' Day Veterans' Day Good Friday Thanksgiving Day Day After Thanksgiving Memorial Day Christmas -
Tutor	Thanksgiving, Day after Thanksgiving, Christmas and New Years Day (See 10.4 for additional holidays added each year)

If the holiday falls on a weekend, the holiday shall be observed on the weekday nearest the holiday, provided that it is not a scheduled school day. If school is in session on a scheduled paid holiday, another date when school is not in session shall be established by the Superintendent.

- 10.3 To qualify for holiday pay, the employee must work the full scheduled workday immediately preceding and following the holiday, except in extraordinary circumstances approved in advance. Failure to meet this requirement will result in forfeiture of holiday pay.
- 10.4 Effective with the 2024-25 school year, each classification not currently receiving pay for eleven (11) holidays shall receive one (1) additional paid holiday. Effective with the 2025-26 school year, each classification not currently receiving pay for eleven (11) holidays shall receive two (2) additional paid holidays beyond those from the prior year. Effective with the 2026-27 school year, each classification not currently receiving pay for eleven (11) holidays shall receive three (3) additional paid holidays beyond those from the prior year. The additional paid holidays shall be:

2024-25	Good Friday
2025-26	Good Friday, President's Day, Memorial Day
2026-27	Good Friday, President's Day, Memorial Day, Labor Day, Columbus Day, Veteran's Day

ARTICLE XI ABSENCE

- 11.1 Employees per classification shall accrue the following amount of paid time off to be used as 'sick days.'

		<u>Total Accumulation Allowance</u>
Paraeducator I	15	150
Paraeducator II	9	150
RBT	9	150
LTA	15	150
Tutor	9	150

Upon completion of the probationary period outlined in Article IV Selection and Appointment 4.2, newly hired members will receive prorated sick days based upon the number of months of service in the contract year from the hire date to the end of the current contract year. Up to three (3) days per year may be used for sickness/illness of immediate family members or close relatives.

- 11.2 Upon completion of the probationary period of employment, Paraeducator I and Library Asst. will be entitled to a total of seven (7) personal leave-of-absence days annually with full pay. Such days, which shall not accumulate from year to year, will be permitted for the following reasons:
- observance of religious holidays by members of faiths that require absence from work on such holidays;
 - critical situations resulting from illnesses 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);
 - involuntary legal involvements;
 - emergencies of a personal nature (not to exceed two (2) days annually). No personal leave-of-absence day shall be permitted unless a written request is approved by the Superintendent or his/her designee, after recommendation by the employee's school principal or unit supervisor. All requests shall be made as far in advance as possible, but no later than 48 hours in advance. Any such request will not be recognized unless the reason for requesting the personal day is stated in sufficient detail to apprise the Superintendent or his/her designee of the reasons for the request. In cases of emergency, such written statement, stating the reasons and

circumstances surrounding the emergency shall be submitted no later than 24 hours after the employee's return to work. Failure to comply with this paragraph shall result in denial of personal leave, loss of pay for any day taken off and any other disciplinary measures deemed appropriate by the administration.

Paraeducator II, Tutors, RBTs- employees shall be entitled to three (3) paid days off for bereavement in the event of a death of a father, mother, brother, sister, spouse, child, grandmother, grandfather, grandchild, in-laws to attend a funeral or similar service. Verification of death shall be provided on request.

- 11.3 If a full-time employee covered by this Agreement, is called to jury duty, full salary, less an amount equal to that received as a juror, shall be paid.
- 11.4 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 60 calendar days and such absence shall not be charged to that person's accumulated sick leave.
- 11.5 A deduction equal to one day's pay shall be charged for each day of unauthorized absence. 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.
- 11.6 Maternity leave shall be granted in accordance with applicable state and federal law.
- 11.7 Unpaid leaves of absence may be granted at the sole discretion of the Superintendent or his/her designee under conditions described by the Superintendent or his/her designee, to include:
 - a. No step advancement;
 - b. No sick leave, personal leave, holidays or insurance benefits;
 - c. No accumulation of seniority, but no break in service;
 - d. No unemployment compensation;
 - e. No employment elsewhere;
 - f. Date of return to employment shall be stated at time of leave request;
 - g. Failure to return on scheduled date of return shall constitute resignation;
 - h. Upon return from leave, an effort shall be made to place the employee in the same, or a comparable position.
- 11.8 Short term unpaid leaves of absence may be granted at the discretion of the Superintendent of Schools, not to exceed ten (10) days. If granted, such leave shall be without pay, but without loss of benefits.

ARTICLE XII INSURANCE

12.1 Upon application, each full-time employee in the classification listed below may participate in the following insurance program or equivalent plans. Coverage shall be as set forth below or the equivalent. Failure to submit a properly executed payroll withholding authorization card for this purpose shall result in a waiver of health insurance coverage.

a. Cost Share Contribution:

Employee Insurance Cost Share Percents (Medical, Rx, Dental)				
Year	2023-24	2024-25	2025-26	2026-27
Classification	Individual/ Family	Individual/ Family	Individual/ Family	Individual/ Family
Paraeducator I	20.0%	20.5%	21.0%	21.0%
LTA				

b. Medical Plans: Anthem Lumenos High Deductible Health Plan (HDHP) with Managed Benefits (or equivalent), shall be the health plan offered to employees with the following copayments:

Deductibles \$2,000/\$4,000 (funded 50% by Board)
 Coinsurance 100%: \$4,000/\$6,850 OOP Max
 Out of Network 30% coinsurance; \$5,000/\$10,000 OOP Max

Prescriptions (Commercial Version with Specialty Rx Feature): co-payment: \$5 generic; \$25 brand-formulary; \$40 brand-nonformulary; unlimited annual maximum; mail order two times retail co-pay for 90 day supply, after the above referenced deductibles have been met.

Prior authorization shall be required for high-cost diagnostics (e.g. – CT, CAT, MRI, MPA, PET, SPECT), for physical therapy, occupational therapy and speech therapy.

Notwithstanding the foregoing, former Paraeducator II's, RBTs and Tutors who regularly work 30 hours or more, shall be eligible for the following plan only:

Deductibles \$5,000/\$10,000
 Coinsurance 100%
 Prescription Co-pays After deductibles are met
 Out of Pocket Maximums \$5,800/\$11,600

The parties acknowledge that the Board's contribution towards the funding of the HSA is not an element of the underlying insurance plan, rather relates to the manner which the deductible is funded for active members.

- c. Basic dental insurance, including Riders A and C - individual only.
- d. The employer shall purchase life insurance at no cost to the employee in the classifications listed below for the following benefit amounts:

	Life Insurance Benefit Amount
Paraeducators, RBTs, Tutors, , LTAs	\$30,000.00

- 12.2 Upon application, all new full-time employees shall become eligible for the benefits listed above on the first day of the month following thirty (30) days of full time employment.
- 12.3 The Board may substitute carriers, administrators or plans, provided that the substitute plan is equal to or better, on an overall basis, to the above –referred plans in terms of coverage, benefits and administration.
- 12.4 The Board will establish an employee financed Flexible Spending Account (FSA) program for all employees who do not participate in the District's HDHP/HSA.
- 12.5 The Board will sponsor a short-term (STD) or long-term (LTD) disability plan solely financed by employees such as AFLAC.

ARTICLE XIII SEVERANCE PAY

- 13.1 Upon the death or retirement of a bargaining unit member with at least twenty (20) years of service for the Groton Board of Education, a lump sum payment shall be made to such retiring employee (or to the estate of a deceased employee) in lieu of an employer provided pension benefit, equal to \$500 times the number of full years of continuous service as a Paraeducator I in Groton; Paraeducator II's, RBTs, and Tutors shall be eligible for \$250 times the number of years of continuous service. At the employee's discretion such payment shall either be a single lump sum at the time of retirement or two lump sum payments – one at the time of retirement and the other in January of the year following retirement.
- 13.2 Unless specifically excluded by the Town Retirement Plan, full time Library Technical Assistant employees are required to participate in the Town of Groton Retirement System as it may be amended from time to time. A copy of the current retirement plan may be obtained at the Town Business Office.

ARTICLE XIV DISCIPLINE

Employees are subject to disciplinary action, up to and including dismissal for just cause. Just cause shall include, by way of example, but shall not be limited to, the following: dishonesty, violation of rules and policies of the Board, excessive unexcused absenteeism or tardiness, sick leave abuse, insubordination, falsification of employment applications or Board records, violation of Article XVII of this Agreement, intentional injury to person or property, a third documented warning for incompetence or inefficiency, or other due and sufficient cause.

ARTICLE XV GRIEVANCE PROCEDURE

- 15.1 A grievance is limited to and defined as a claimed misinterpretation or application of a specific section or article of this Agreement to an individual employee. A grievance must be in writing and must set forth the specific section(s) of this Agreement alleged to have been misinterpreted or misapplied, and the specific relief requested.
- 15.2 Within ten (10) working days of the occurrence which gives rise to the grievance, an employee must present a written statement of the grievance to the Superintendent. Within ten (10) working days of receipt of the grievance, the Superintendent shall hold a conference with the employee. The Superintendent will express his/her findings, in writing, within ten (10) working days. FAILURE TO FILE A WRITTEN GRIEVANCE WITH THE OFFICE OF THE SUPERINTENDENT OF SCHOOLS WITHIN THE PRESCRIBED TIME LIMITATION WILL RESULT IN A WAIVER OF THE GRIEVANCE.
- 15.3 If the Union is not satisfied with the Superintendent's decision, he or she may file a written request for a hearing before the Board with the Superintendent within ten (10) working days of receipt of the Superintendent's decision. The Board or its designated committee shall hold a hearing on the grievance within fifteen (15) working days of receipt of the written request, and shall render a decision within three (3) weeks of the hearing. This Board level hearing shall not be delegable by the Board to an administrator.
- 15.4 If the Union is not satisfied with the disposition of the grievance by the Board, a request for arbitration may be made before the American Arbitration Association. A request for arbitration shall be in writing and must be filed with the AAA no later than fifteen (15) working days from the date of the Board's decision. A copy of the request shall be immediately sent to the Board.
- 15.5 The arbitrator designated shall hear and decide only one (1) grievance at a time, unless mutually agreed to the contrary. The arbitrator's award shall be final and binding as provided by law. The arbitrator shall be bound by and must comply with

all the terms of this Agreement and shall have no power to add to, subtract from or in any way modify the provisions of this Agreement.

- 15.6 Any grievance not taken to a higher level in the grievance procedure in accordance with the above time limitations shall be deemed settled on the basis of the last decision rendered by the Board's representative and shall not be subject to further processing.
- 15.7 No rights of an employee shall be abridged as the result of an appeal.
- 15.8 For purposes of this Article, and for purposes of this Agreement, the term "Board" shall mean either the Board or any Central Office administrator designated by the Board and the term "Superintendent" shall mean either the Superintendent or any administrator designated by the Superintendent.

ARTICLE XVI EMPLOYEE PROTECTION

The Board agrees to protect the employees as provided for in § 10-235, Connecticut General Statutes.

ARTICLE XVII NO STRIKE

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

ARTICLE XVIII SCOPE OF AGREEMENT

- 18.1 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 Union. 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.
- 18.2 Any benefits enjoyed by Union members prior to this Agreement which have not been superseded by the provisions of this Agreement shall continue in effect.
- 18.3 Any reference to the "Board" or to any administrators in this contract shall be construed as references to the Groton Board of Education or its designees on whatever administrative level the Board so chooses.

ARTICLE XIX SENIORITY, REDUCTION IN STAFF AND RECALL

- 19.1 a. Effective July 1, 2014, the existing classifications of Paraprofessional I and Paraprofessional II, and any similar prior distinctions other than salary and for fringe benefits shall be eliminated and replaced with a single classification of Paraeducator. The classifications of LTA's and Tutor's shall continue to exist.
- b. Effective July 1, 2013, all Paraeducators shall have either a high school diploma or General Education Development (GED) diploma, and:
- (1) completed at least two years of college; or
 - (2) obtained an associate's degree or higher; or
 - (3) passed a State of Connecticut Board of Education adopted Paraeducator, assessment, such as ParaPro, that assesses content knowledge in mathematics, reading and writing and an understanding of how to assist in the instruction of these topics.
- 19.2 a. Seniority shall be defined as an employee's continuous length of service within their classification, e.g. Paraeducator's, RBT's, Tutor's, LTA's; however, that if an employee is reduced and subsequently recalled or rehired, such period shall not be considered a break in service if the period of layoff does not exceed eighteen (18) months.
- b. The District's personnel officer shall provide a seniority list by classification each October 15 to CSEA, SEIU Local 2001 and the Chapter President(s) including home addresses of each employee. The seniority list shall include all bargaining unit members employed by the District. The personnel office shall update the list any time a bargaining unit member is employed or resigns or retires.
- 19.3 a. The decision to reduce the number or the hours of staff shall be at the sole discretion of the Board. The Board shall, however, give at least two (2) weeks' notification of layoffs, unless such layoffs are due to a change in a student's special education program.
- b. In the event that the Board determines that there shall be a reduction in number or hours of employees the reduction shall occur in inverse order of seniority.
- 19.4 a. Laid off employees or employees whose hours are reduced shall have the right of recall for eighteen (18) months.
- b. Employees shall be recalled to their classification in order of seniority.
- c. If an employee refuses an offer of recall, he/she shall have his/her name removed from the recall list.

- d. Employees on the recall list shall provide the District's personnel office with their up-to-date home addresses and phone numbers.
- e. Employees must respond in writing to an offer of recall within seven (7) working days of posting of the job offer (ten (10) days during summer break), or his/her right of recall under this article shall terminate immediately. The employer shall send recall notices via certified and regular mail.
- f. Any Bargaining Unit Member recalled shall have the same benefits held prior to being laid off restored, subject to any applicable contractual changes which may have occurred during the layoff, and provided in no event shall an employee who was laid off enjoy any benefit which is greater than that of an employee who was not laid off.
- g. Any recalled Bargaining Unit Member must meet the eligibility requirements in 19.1(b) above in order to be recalled.

ARTICLE XX 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 or physical disability by either the Board or the Union, or any other class protected by applicable law. As used herein, the words "she" and "her" apply fully to all employees covered by this Agreement, regardless of gender.

ARTICLE XXI SAVINGS CLAUSE

If any portion of this Agreement is determined to be unlawful by a court or a legal agency of competent jurisdiction or by legislative enactment, the remaining portions of the Agreement shall remain in full force and effect, consistent with prevailing principles of contract interpretation.

ARTICLE XXII MISCELLANEOUS

22.1 Labor Management Committee

Upon the request of the Union, the employer and the Union shall meet a minimum of twice a year to discuss workplace concerns. The employer committee shall consist of at least one designee from the board of education and the Superintendent. The Union committee shall be limited to five members. This committee shall not replace the grievance procedure.

22.2 Health and Safety Committee

Upon the request of the Union, the employer and the Union shall meet at least once a year to discuss items of health and safety. The employer committee shall consist of at least one designee from the board of education and the Superintendent. The Union committee shall be limited to five members. This committee shall not replace the grievance procedure.

ARTICLE XXIII DURATION

Except as otherwise stated herein, the provisions of this Agreement shall be in effect from July 1, 2023 through June 30, 2027.

Dated

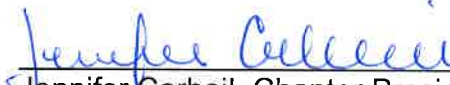
2/14/24



Diana Busch, Staff Representative
CSEA, SEIU LOCAL 2001

Dated

2/14/24



Jennifer Corbeil, Chapter President

Dated

2/14/24



GROTON BOARD OF EDUCATION

APPENDIX A WAGE SCHEDULE

Hourly Wage Rates

- (1) Each year of the contract employees on a step progression who are not on maximum step shall receive a step increase except that paraeducator IIs in Contract year one shall be placed on the step indicated by the grid below and paraeducator IIs on Step 1X shall be placed on Step 1 in School Year 2.
- (2) Each employee not on the paraeducator II grid below shall receive a general wage increase for each school year covered by the CBA as follows:
 - a. School Year 23/24: 2.0 %
 - b. School Year 24/25: 2.25%
 - c. School Year 25/26: 2.50%
 - d. School Year 26/27: 2.50%
- (3) RBT rates shall be \$25 per hour for School Year 23/24 and shall increase as set forth in paragraph 2.
- (4) All rates for the 23/24 academic years shall be retroactive to the first school day of that year except as set forth in paragraph 5 below.
- (5) Paraeducator IIs shall be paid in accordance with the following:

Hourly Wage Rates for Paraeducator II

Step	2023-2024	2024-2025	2025-2026	2026-2027
1X*	\$16.42			
1	\$16.42	\$16.91	\$17.42	\$17.94
2	\$16.76	\$17.31	\$17.88	\$18.48
3	\$17.09	\$17.71	\$18.36	\$19.04
4	\$17.43	\$18.12	\$18.85	\$19.61
5	\$17.78	\$18.55	\$19.35	\$20.19
Max	\$17.78	\$18.55	\$19.35	\$20.19
*1X are Para2s hired for 23/24 AY. They would not get step movement until Year 3. Other steps move as normal each year. Rates for Step 1 Employees not effective until 12/1/2023				

Hourly Wage Rates for Paraeducator I

2023-24	2024-25	2025-26	2026-27
\$20.64	\$21.11	\$21.64	\$22.18

Salary Schedule for RBTs/LTAs/Tutors:

Classification	Hourly Wage							
	2023-24		2024-25		2025-26		2026-27	
RBTs	\$25.00		\$25.56		\$26.20		\$26.86	
LTAs	\$23.18		\$23.71		\$24.30		\$24.91	
Tutors (ELL, ELA, SPED, MATH, SEL)	<u>Step 1</u>	<u>Step 2</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 1</u>	<u>Step 2</u>
	\$30.33	\$30.94	\$31.02	\$31.63	\$31.79	\$32.42	\$32.59	\$33.23

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made by and between the Groton Board of Education ("Board") and the CSEA, SEIU Local 2001 Groton Paraprofessional Chapter ("Union"). The Board and the Union are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS, the Board and Union are parties to a collective bargaining agreement ("CBA") in effect until June 30, 2022; and

WHEREAS, for the purpose of coming to an agreement in this matter, and in consideration of the mutual promises and covenants contained herein, the Parties, acting of their own free will, hereby agree as follows:

NOW THEREFORE:

In the event that the Board should decide to provide health insurance benefits to one or more groups through the Connecticut Partnership 2.0 Plan, the Board agrees to offer that plan to CSEA bargaining unit members in lieu of the health plan provided for in Article XII of the CBA, and the Parties shall reopen Article XII of the CBA for that purpose.

Dated this ____ day of July, 2019.

**GROTON BOARD OF
EDUCATION**

**CSEA LOCAL 2001
PARAPROFESSIONAL CHAPTER**

Dr. Michael Graner
Superintendent

Heidi Hallisey
President, GPC

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made by and between the Groton Board of Education ("Board") and the CSEA, SEIU Local 2001 Groton Paraprofessional Chapter ("Union"). The Board and the Union are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS, the Board and Union are parties to a collective bargaining agreement ("CBA") in effect until June 30, 2016; and

WHEREAS, the parties wish to allow the district to offer tuition assistance to paraprofessionals to enroll in a CDA (Early Childhood Development Credential) program for the purpose of staffing the needs of the Preschool and PreK programs in the district.

WHEREAS, for the purpose of coming to an agreement in this matter, and in consideration of the mutual promises and covenants contained herein, the Parties acting of their own free will, hereby agree as follows:

NOW THEREFORE:

1. The Parties agree it would be beneficial to offer tuition assistance to paraprofessionals to assist with staffing the accredited Preschool and Pre K programs.
2. The district will provide 100% tuition reimbursement for a 12 credit CDA program at Three Rivers College or through an accredited online college or university.
3. Courses will be taken voluntarily, outside of work hours, on the employees own time and employees will not be paid by the district for time spent in class or conducting studies.
4. The employee will be placed on assignment in the program either during the period in which they are completing courses and/or after the completion of CDA program as need arises.
5. The paraprofessional must complete the program within two years of enrollment date.
6. The district will be allowed to hire paraprofessionals who meet the HQ requirements and willing to immediately enroll in a CDA program.
7. The district will be allowed to let paraprofessionals work in the Preschool and PreK programs while they are completing the necessary coursework for the CDA program.
8. Tuition assistance will be limited to a specific number of positions per year. An application process will be provided to consider interest in the program.

9. Availability of funds in the annual operating budget will dictate the number of positions per year in which tuition will be offered.

10. Current paraprofessionals and currently working substitute paraprofessionals will be given consideration prior to opening to external hires.


11. Selection of candidates for tuition assistance programs is at the sole discretion of the district and administration based upon the best interest of the program and its students.

12. Plan of study and proof of enrollment is required. The district will reimburse passing grade courses upon completion with proof of expenses and validated receipts for courses completed within two years of program enrollment date.

13. This Agreement shall not constitute a precedent for any future disputes or negotiations between the Parties.

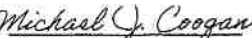
Dated this 18th day of March 2016.

GROTON BOARD OF
EDUCATION



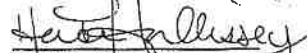
Dr. Michael Graner
Superintendent

CSEA, SEIU LOCAL 2001



Michael Coogan
Union Representative, CSEA

PARAPROFESSIONAL
CHAPTER



Heidi Hallissey
President, GPC

