

**COLLECTIVE BARGAINING
AGREEMENT**

GRISWOLD BOARD OF EDUCATION

AND

**GRISWOLD SECRETARIES,
MUNICIPAL EMPLOYEES UNION
INDEPENDENT, INC.
LOCAL 506, SEIU**

**FOR THE PERIOD
JULY 1, 2019 – JUNE 30, 2022**

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ARTICLE I

Preamble

This Agreement is made and entered into on this 1st day of July 2019 by and between the Griswold Board of Education (hereinafter referred to as the "Board") and the Municipal Employees Union "Independent" (hereinafter referred to as the "Union").

ARTICLE II

Recognition

Section One. The Board recognizes the Union as the exclusive bargaining agent for all full-time employees in the unit consisting of all employees of the Board engaged in clerical and/or secretarial work in the public schools in the Town of Griswold, excluding the administrative secretary and the Confidential Financial Assistant, for the purposes of, and with all the rights and privileges as provided by, the Municipal Employees Relations Act of the Connecticut General Statutes, Chapter 113, sections 7-457 through 7-477.

Section Two. Full-time employees are those who regularly work twenty (20) or more hours per week. All others are classified as part-time employees. Employees who work between twenty (20) and thirty-five (35) hours per week will be entitled to benefits on a prorated basis.

Section Three. New employees shall serve a probationary period of ninety (90) working days and shall have no seniority rights during this period or otherwise be entitled to benefits under Article 8. The Board reserves its right to discharge any employee during his or her period of probation for any reason whatsoever without recourse to the grievance and arbitration process of this contract as set out in Article XXIII herein.

ARTICLE III

Management Rights

Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement and whether exercised or not, the right, powers and authority heretofore held by the Board pursuant to any charter, general or special statute, ordinance, regulation, agreements regarding reorganization or other lawful provision over the complete operations, practices, procedures and regulations with respect to employees of the Board shall remain solely and exclusively with the Board, including the following: to determine the standard of service to be offered by Board employees; to determine the standards of selection for Board

employees; 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 work rules and regulations and personnel policy manuals, and to enforce them and from time to time, in its discretion, change them; to maintain the efficiency of its 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 its legal responsibilities.

ARTICLE IV

Union Rights

Section One. Board representatives shall deal exclusively with the Union-designated stewards or representatives in the processing of grievances and any other aspect of contract administration, provided that individual employees may be present to resolve the grievances as provided by law.

Section Two. Union staff representatives shall be allowed to enter facilities to fulfill the Union's role as collective bargaining agent. The representative must first gain the permission of the Superintendent and must report to the building principal upon entering the premises during school hours.

Section Three. The Union steward, provided that work requirements permit, shall be permitted to meet with supervisory personnel or the grievant concerning pending grievances at mutually acceptable times including times during regular working hours. The Union will cooperate to prevent abuse of this section.

Section Four. Adequate space will be provided for posting of notices in all schools for the use of the Union.

Section Five. The Union and the Board agree to provide each other, upon request and adequate notice, reasonable access to all non-privileged materials and information necessary for each party to fulfill its responsibility to administer this Agreement.

Section Six. A copy of this Agreement shall be furnished to each employee covered by said Agreement. The Board shall provide new employees with a copy of this Agreement at time of hire. The Board shall provide each new employee with the name of the Union steward and staff representative to all new bargaining unit employees within five (5) working days of their date of initial hire.

Section Seven. The Union steward shall have the highest seniority for purposes of layoff

provided s/he is able to perform available work.

Section Eight. The Board shall, upon reasonable advance notice, permit the Union steward to attend annually training sessions, seminars, conferences or legislative hearings. The time shall be taken without loss of pay or benefits up to two (2) days a year.

ARTICLE V

Union Security

Section One. The Board shall provide the Union with electronic notification of the name, job title, department, work location, phone numbers, home address, and e-mail address of any newly hired employee within five (5) days of the date of hire. The Board shall permit the Union up to one (1) hour of time to meet with new hires either during their employee orientation or during another mutually agreed upon time. If such meeting is to be conducted by a member of the bargaining unit, the meeting shall not last longer than thirty (30) minutes.

Section Two. The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in the rates of fees and dues.

Section Three. Upon receipt of a signed authorization form from the employee involved, the Board agrees to deduct from each Union member membership dues immediately upon date of employment with the Board by means of payroll deductions. Such deductions shall begin immediately and continue for the duration of the Agreement or any extension thereof. The amount to be deducted from each paycheck for membership dues shall be established by the Union and will be deducted from each paycheck in September through the last paycheck in June. The amount of dues shall be certified to the Board by the Union prior to the opening of school each year.

Section Four. The deduction of Union fees and dues for any month shall be made during the applicable month and shall be remitted to the Financial Officer of the Union not later than the third Thursday of the following month. The monthly dues remittances to the Union will be accompanied by the list of names of employees from whose wages dues deductions have been made.

Section Five. The Union agrees to indemnify and to hold the Board harmless for 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. This includes any and all costs of investigations, attorney's fees, lost income and any other expenses which the Board may incur as a result of any 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.

Section Six. No dues will be deducted from an employee who has exhausted sick leave or while collecting Workers' Compensation.

Section Seven. The Board agrees to voluntary payroll deductions for the Union's Political Action Fund. These deductions shall be kept consistent with federal and state law.

ARTICLE VI

Salaries

Section One. The salaries of all persons covered by this Agreement are set forth in Schedule A attached hereto and made a part of this Agreement.

Section Two. Employees will work thirty-seven and one half (37 1/2) hour week.

Section Three. Overtime pay will be paid at the following rates:

- a. regular pay for up to forty (40) hours per week;
- b. time and one half over forty (40) hours per week;
- c. time and one half for holidays; and
- d. double time for Sundays.

ARTICLE VII

Classification of Employees

Section One. Secretarial and/or clerical personnel shall be hired by the Superintendent and assigned by the Superintendent to one of the following categories:

- a. secretary;
- b. payroll clerk;
- c. technology information secretary

Section Two. Additional categories may be created by the Board as are needed to conduct the business of the education system. Wages and other terms and conditions of employment for such additional categories will be negotiated with the Union.

Section Three. Advancement within the salary ranges shall be as follows:

- a. Level I: At date of employment.
- b. Level II: One (1) year after date of hire.
- c. Level III: Two (2) years after date of hire.
- d. Level IV: Three (3) years after date of hire.

e. Level V: Four (4) years after date of hire.

Section Four. Ten (10) month secretarial employees shall be entitled to all the benefits and responsibilities as prescribed by this Agreement. The ten (10) month secretary position shall be considered a 70% position and the employee allowed 70% of all contracted benefits.

Section Five. When the Board hires a new secretarial bargaining unit employee or a part-time, permanent or temporary employee, the employee will be paid at the first step of the salary schedule.

ARTICLE VIII

Insurance

Section One. Effective July 1, 2019, a full service dental plan and a High Deductible Health Plan (HDHP), or a plan that is reasonably equivalent for eligible employees and their dependents will be made available. The HDHP plan shall have a \$2,000 deductible for single person coverage and a \$4,000 deductible for a two or more person family coverage for in-network covered services. Preventive services shall be covered at 100%.

The Board will fund the following amounts toward the annual deductible for eligible employees into the employee's Health Savings Account (HSA):

July 1, 2019 - Fifty percent (50%) of the deductible amount (One payment in first payroll in July);

July 1, 2020 - Fifty percent (50%) of the deductible amount (Two equal payments in September and January); and

July 1, 2021 - Fifty percent (50%) of the deductible amount (Two equal payments in September and January).

The Board's contributions to an employee's HSA shall be prorated by month to reflect the proportional number of months remaining in the plan year for any employee who, due to a qualifying event, enrolls in the HDHP after July of any given HDHP plan year.

The Board's annual contribution toward the funding of the HSA is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for employees. The Board shall have no obligation to fund any portion of the plan for retirees or other individuals upon their separation from employment.

The Board shall pay the cost associated with setting up the HSA and will make available pre-tax direct deposit payroll deductions for employees who wish to make additional pre-tax

contributions to their accounts up to the amount permitted by law.

If an employee is precluded from participating in the HSA because he or she does not meet the minimum requirements of federal tax laws and/or regulations, the Board shall provide the employee with access to a Health Reimbursement Account ("HRA"). The Board's annual contribution to the HRA shall not exceed its annual contribution to the HSA, based on the employee's coverage level.

The Board reserves the right to change insurance carriers provided that the insured benefits are reasonably equivalent to the benefits and services provided by the former carrier. "Reasonably equivalent" means that if the change in carrier results in a modification to the benefit plan the overall plan will provide benefits and services that are reasonably equivalent in value to the benefits provided by the overall plan by the former carrier. The terms of the new plan need not conform exactly to the former plan as long as the test of reasonably equivalent is met. This requires prior notice to and approval (such approval not to be unreasonably withheld) from the Union.

Section Two. The above mentioned insurance coverage shall be at the following costs:

Effective July 1, 2019: The Board shall pay eighty-two and one-half percent (82.5%) and the covered employee shall pay seventeen and one-half percent (17.5%).

Effective July 1, 2020: The Board shall pay eighty-one and one-half percent (81.5%) and the covered employee shall pay eighteen and one-half percent (18.5%).

Effective July 1, 2021: The Board shall pay eighty-one and one-half percent (81.5%) and the covered employee shall pay eighteen and one-half percent (18.5%).

Section Three. The following coverage will be offered to employees, the full cost of which will be borne by the Board:

- a. \$20,000 life insurance for employees only.

ARTICLE IX

Retirement

Section One. Retirement benefits shall be in accordance with the rules and regulations of the Town of Griswold's Municipal Employee Retirement Plan.

Section Two. Upon retirement, employees will be entitled to purchase health insurance at

the group rate, until they reach the age of Medicare eligibility at which time they will no longer be eligible for coverage under this medical plan and will instead be offered a Medicare supplement plan at group rates which they can choose to enroll in at full cost to the retiree.

ARTICLE X

Holidays

Section One. The following shall be designated as paid holidays for all employees:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veteran's Day
Good Friday	Thanksgiving Day
Friday following Thanksgiving	Christmas Day
Memorial Day	Independence Day
Christmas Eve	New Year's Eve
Shortened day before Thanksgiving*	

*The shortened day before Thanksgiving shall be defined as five and one half working hours. Building administrators will assign a coverage schedule on this day.

Section Two. In the event a paid holiday falls within the paid vacation time of an employee, she/he shall be entitled to an additional vacation day, with pay, in lieu thereof.

Section Three. When school is cancelled because of emergency conditions, employees are expected to report for a regular day unless specifically excused by the administration.

ARTICLE XI

Vacations

Section One. All employees shall be granted vacations on the following basis and approved in advance by the supervisor and/or Superintendent.

- a. eleven (11) days after one (1) full year and up to six (6) full years of employment;
- b. sixteen (16) days after six (6) full years and up to ten (10) full years of employment;
- c. twenty-one (21) days after ten (10) full years of employment and twenty-one (21) days in every year of employment thereafter.

Section Two. Vacation earned as of the contract date must be taken in the following twelve (12) months, except five (5) days may be carried over to the following July and August. The carry over must be approved by the Superintendent, and will be based on work requirements.

ARTICLE XII

Sick Leave

Section One. Employees will be granted fifteen (15) days of sick leave annually with full pay.

Section Two. Unused sick leave may be accumulated for future use but the total accumulation shall not exceed one hundred forty (140) working days.

Section Three. Each employee will be informed of her/his sick leave upon request to the office of the Superintendent.

Section Four. Employees who use more than four (4) consecutive sick days shall be required to bring in notice from their physician documenting their illness or incapacity upon their return to work.

Section Five. Each secretary may use up to a total of five (5) accrued sick days annually for illness of immediate family members.

ARTICLE XIII

Personal Leave

Section One. Employees shall be entitled to a total of five (5) days leave of absence, with full pay, for any of the following reasons:

1. Family (i.e., care of family, graduation, appointments that cannot be scheduled outside of the work day)
2. Funerals
3. Religious
4. Legal
5. One (1) unspecified day per year

Section Two. Leaves must be applied for three (3) days in advance notwithstanding

extenuating circumstances, excluding Saturday and Sunday. The number of employees on leave may be limited subject to work requirements and staffing needs.

Section Three. Personal leave shall not be accumulative.

ARTICLE XIV

Parenthood/Family Medical Leave

Section One. Pregnancy leave shall begin when, in the opinion of her physician, the full-time secretary is no longer able to work or upon confinement.

Section Two. Leave shall expire when, in the opinion of her physician, she is able to return to work.

Section Three. Leave taken in Sections 1 and 2 above shall be applied to sick leave.

Section Four. Failure to return to work after approval by her physician shall constitute a resignation from employment.

Section Five.

- a. An extended leave of absence for child rearing may be granted by the Board upon application by the employee (father or mother). Said application must be made to the Board at least sixty (60) days prior to the estimated delivery date of the child. Such leave shall be without pay and shall not exceed one (1) year. The full-time secretary may continue his/her fringe benefits during such extended leave at his/her own expense. An extended leave of absence for child rearing may also be granted in cases of adoption where the child has yet to reach his/her first birthday.
- b. Each full-time secretary who has been employed by the Board shall be eligible for up to twelve (12) weeks unpaid leave in a school year in accordance with the provisions of the Family and Medical Leave Act of 1993 for one (1) or more of the following:
 1. Birth of a child of the employee;
 2. Placement of a child with the employee for adoption or foster care;
 3. Care for a spouse, child or parent of the employee if that spouse, child or parent has a serious health condition;
 4. A serious health condition of the employee that makes the employee unable to perform the functions of his/her position.

- c. Accumulated sick leave to which a secretary taking leave for a serious health condition is entitled shall be substituted for any part of the twelve (12) week period of leave. For example, a secretary with thirty (30) accumulated sick days (six [6] workweeks) must use those thirty (30) days and then would be eligible for six (6) weeks unpaid leave beyond the thirty (30) days.
- d. The Superintendent or his/her designee shall discuss all requests for leave under this section on a case-by-case basis with the secretary requesting leave in order to best meet the needs of both the secretary and the school system.
- e. The secretary during the period of such leave shall continue to receive health insurance coverage on the same terms as if he/she had continued to work. Appropriate arrangements will be made for the secretary to pay on a timely basis his/her share of the health insurance premiums while on leave. As provided by law, in some instances the Board may recover the premiums it paid to maintain health coverage for the secretary who fails to return to work from this leave.

ARTICLE XV

Other Leaves of Absence

Section One. Other leaves of absence, with or without salary, may be granted at the discretion of the Board.

Section Two. The Superintendent may approve unpaid leaves of absence of up to two (2) weeks per year. Such leave must be in writing and must have the approval of the immediate supervisor who can attest to a reasonable plan for accomplishing work in the employee's absence. Accumulated seniority shall not be lost during the leave of absence, nor will the employee's original date of employment or classification be affected by the leave of absence.

Section Three. Unapproved or unauthorized leaves of absence shall result in forfeiture of pay and possible dismissal.

ARTICLE XVI

Employee Facilities

Section One. Lounge facilities (i.e., teachers' room or some other designated room) will be provided, if possible, for all employees in every building.

Section Two. Refrigerator space will be provided for employees, if possible, in every building.

ARTICLE XVII

Workday

Section One. Employees will normally work a seven and one half (7 ½) hour day, thirty-seven and one half (37 ½) hours per week.

Section Two. Employees will be granted a duty-free lunch period of at least thirty (30) minutes each working day.

Section Three. The lunch period will not be a part of the seven and one half (7 ½) hour day.

ARTICLE XVIII

Jury Duty

Section One. Leave for jury duty shall not be charged to sick leave or personal leave.

Section Two. The employee shall receive a rate of pay equal to the difference between her/his regular salary and the jury fee.

Section Three. In order that arrangements may be made for such temporary replacements as may be necessary, employees called for jury duty will notify the Board as soon as possible prior to taking jury duty leave.

ARTICLE XIX

Personal Injury

Section One. The employee shall be paid, her/his full salary, reduced by the amount of any weekly compensation received by her/him pursuant to the provisions of Chapter 566 of the Connecticut General Statutes (Workers' Compensation Act); provided, however, that the entitlement hereunder to a full salary shall not exceed sixty (60) school days and no part of the absence shall be charged to her/his annual or accumulated sick leave, or as otherwise established by this Agreement.

ARTICLE XX

Seniority

Section One. The length of service within this system shall constitute seniority which shall govern in cases of vacation preference.

Section Two. Seniority within job classifications shall govern in cases of layoff, recall from layoff and job transfers.

Section Three. The Board shall establish a seniority list of all employees covered by this Agreement, showing their seniority in length of service with the Board, and shall deliver the list to the Union steward yearly. The list shall be brought up to date as of July 1 each year. Upon completion of their probationary period, new employees shall be added to the list. Any objections to the seniority list as made shall be reported to the Superintendent within ten (10) working days of the time of publication.

Section Four. The Union steward shall have top seniority for the limited purposes defined in Article IV.

Section Five. An employee shall acquire seniority from date of initial hire.

Section Six. Any employee covered by this Agreement who is laid off by the Board and who shall have left in good standing shall, upon return to service to the Board within one (1) year of the layoff of employment, be credited with all past accumulated time for the purpose of determining seniority rights. Upon their return the employee will be placed at the applicable wage rate from that in which they left and further that the year will not accrue in seniority.

Section Seven. Layoffs will take effect as follows:

- a. probationary employees;
- b. the employee with the least seniority on up to the one with the most seniority by job category.

Section Eight. Recall from layoffs will take effect as follows:

- a. the employee with the most seniority by job category will be hired first, then on up to the one with the least seniority;
- b. probationary employees.

ARTICLE XXI

Longevity

Section One. Each employee who has completed ten (10) years of continuous service with the Board shall be paid an additional thousand dollars (\$1,000) per year salary.

Section Two. Each employee who has completed twenty (20) years of continuous service with the Board shall be paid an additional one thousand five hundred dollars (\$1,500) per year salary.

Section Three. Each employee who has completed thirty (30) years of continuous service with the Board shall be paid an additional two thousand dollars (\$2,000) per year salary.

Section Four. Employees hired after July 1, 2013 are not eligible for longevity payments.

ARTICLE XXII

Vacancies

Section One. The assignment and transfer of personnel is the responsibility of the Board.

Section Two. When a vacancy occurs within the bargaining unit, notice shall be given to all employees by posting a notice on the bulletin boards. The notice will set forth the qualifications for filling the vacant position. No preference shall be given Union members over others in the Union paying "agency service fees" in the filling of any such vacancy.

Section Three. Qualified bargaining unit employees who apply for a vacant position will be granted an interview.

ARTICLE XXIII

Grievance Procedure

Section One. Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Section Two. Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of members of the unit. Both parties agree that these

proceedings shall be kept as informal and confidential as may be appropriate to any level of the procedure.

Section Three. Procedure: Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual consent. "Days" shall be defined as working days.

- a) Level One - **Principal or Immediate Supervisor:** A member of the unit with a grievance or dispute shall first discuss it with her/his immediate supervisor, either directly or through a union representative, with the object of resolving the matter informally. Such grievance must be so submitted within twenty (20) days from the date of the grievance.
- b) Level Two - **Superintendent of Schools:** In the event that such aggrieved member of the unit is not satisfied with the disposition of her/his grievance at Level One, she/he may file a written grievance with the Superintendent within ten (10) days after the decision at Level One. Within ten (10) days after the receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person in an effort to resolve it. The aggrieved person may be accompanied by a representative of the Union. The Superintendent shall answer the grievance in writing within ten (10) days after the date of the above meeting.
- c) Level Three - **Board of Education:** In the event that the aggrieved member of the unit is not satisfied with the disposition of the grievance at Level Two, or in the event that no decision has been rendered within ten (10) days after she/he first met with the Superintendent, the aggrieved member may file a written grievance with the Board ten (10) days after the decision by the Superintendent. Within fifteen (15) days after receiving the written grievance, or at its next regular meeting, the Board shall meet with the aggrieved member of the unit for the purpose of hearing the grievance. Within twenty (20) days after the above meeting, the Board shall answer the grievance in writing.
- d) Level Four - **Impartial Arbitration:** Within fifteen (15) days after the Board's answer at Level Three, or if no meeting is held within the time limits, the Union, in its sole discretion, may submit the grievance to arbitration. The arbitrator shall be selected from a list provided by the American Arbitration Association. The parties shall share equally the costs of the arbitration. The arbitrator shall have no power to add to or subtract from this Agreement. The arbitrator's decision shall be final and binding on the parties.

ARTICLE XXIV

Performance Evaluation

Section One. Employees who receive an unsatisfactory evaluation shall have the right to file a rebuttal, which will be attached to the evaluation and placed in the employee's personnel file.

ARTICLE XXV

Preservation of Rights

Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that employees enjoyed heretofore unless it is specifically superseded by a provision of this Agreement.

ARTICLE XXVI

Savings Clause

Section One. In the event that any provisions or portion of this Agreement is ultimately ruled invalid for any reasons by an authority of established and competent jurisdiction, the balance and remainder of the Agreement shall remain in full force and effect.

ARTICLE XXVII

Duration

Section One. This Agreement shall be effective as of the first (1st) day of July, 2019 and shall remain in force and effect until the thirtieth (30th) day of June, 2022.

Section Two. Either party may notify the other, in writing, of its desire to bargain collectively with respect to a successor agreement. However, neither party shall be obligated to take part in any such negotiations prior to December 1, 2021.

SCHEDULE A

Wage Scales

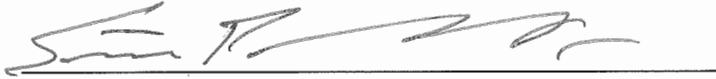
<i>Effective July 1, 2019 – 2.5% GWI</i>	I	II	III	IV	V
Secretary	18.87	19.30	20.48	21.29	23.09
Payroll Clerk	19.13	19.60	20.76	21.59	23.41
Technology Secretary	21.06	22.85	24.11	25.43	26.82

<i>Effective July 1, 2020 – 2.0% GWI</i>	I	II	III	IV	V
Secretary	19.25	19.69	20.89	21.72	23.56
Payroll Clerk	19.51	19.99	21.17	22.02	23.88
Technology Secretary	21.49	23.30	24.59	25.94	27.36

<i>Effective July 1, 2021– 2.25% GWI</i>	I	II	III	IV	V
Secretary	19.68	20.13	21.36	22.20	24.09
Payroll Clerk	19.95	20.44	21.65	22.51	24.42
Technology Secretary	21.97	23.83	25.14	26.52	27.98

SIGNATURE PAGE

FOR THE GRISWOLD BOARD OF EDUCATION:



Date: 5/28/2019

FOR THE MUNICIPAL EMPLOYEES UNION "INDEPENDENT":



Date: 5/28/2019