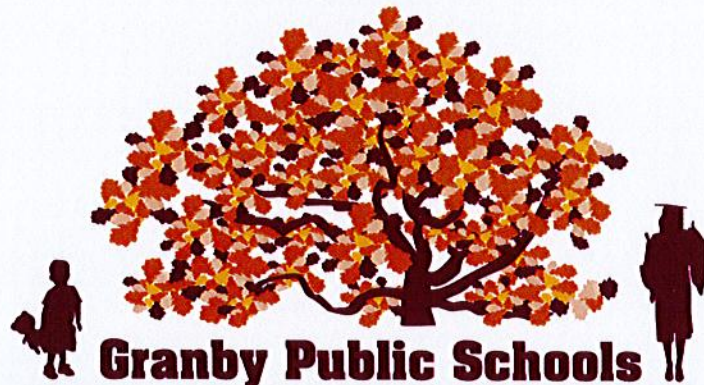


COLLECTIVE BARGAINING AGREEMENT

BETWEEN



Resourceful Learners • Effective Communicators • Positive Contributors

THE GRANBY BOARD OF EDUCATION

AND



THE UNITED PUBLIC SERVICE EMPLOYEES UNION
LOCAL 424, UNIT 61
CUSTODIAL AND MAINTENANCE EMPLOYEES

July 1, 2022 – June 30, 2026

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PREAMBLE

This Agreement is entered into by and between the Board of Education of the Town of Granby, hereinafter referred to as the "Board", and the United Public Service Employees Union, hereinafter referred to as the "Union". "Superintendent", as used in this Agreement, shall mean the Superintendent of Schools or his designee. The term "Board", as used in this Agreement, shall mean the Granby Board of Education or its designee. Wherever the terms "he" or "his" are used in this Agreement, they are understood to also mean "she" or hers".

ARTICLE I – RECOGNITION

Section 1. The Board recognizes the Union as the sole and exclusive bargaining agent for purposes of collective bargaining on matters of wages, hours of employment, and other conditions of employment for all permanent custodians and maintenance employees of the Board. Temporary Custodian or Maintenance positions required to replace members on leave for longer than four weeks will be excluded from Union membership for 120 calendar days. The Union shall furnish the Board with a list of its officers, executive committee members and stewards and notify the Board in writing of any changes therein from time to time. Such notification shall be sent to the Superintendent.

Section 2. The classification of employees under this Agreement are as follows:

- a. Custodian
- b. Head Custodian
- c. Lead Custodian
- d. Maintenance I
- e. Maintenance II (HVAC Qualified)
- f. Facilities Manager (CT Valid HVAC Licensed)
- g. Part time Custodian
- h. Part time Maintenance
- i. Floating Custodian

Section 3. The Board agrees to inform the Union about the creation of new positions that might be appropriately classed as positions in the bargaining unit.

ARTICLE II - MANAGEMENT RIGHTS

Section 1. It is recognized that the Board retains and will continue to retain, whether exercised or not, the rights, responsibilities and prerogatives necessary to direct the operation of the Granby Public Schools and all its aspects including, but not limited to, decisions on the needs for school facilities; determination regarding the care, maintenance and operations of buildings, lands, apparatus and other property used for school purposes; the employment, assignment, and transfer of employees; the acquisition, control and regulation of all property; and the employment and supervision of all employees in the organization and administration of the Granby Public Schools. No action taken by the Board with respect to such rights, responsibilities and

prerogatives shall be subject to the grievance provision of this Agreement, except as may otherwise be provided in this Agreement.

ARTICLE III - UNION SECURITY

Section 1. With the permission of the employee, the Board agrees to deduct membership dues from the pay of bargaining unit members as may be fixed by the Union. Such deductions shall continue for the duration of this Agreement or any extension thereof. An employee may withdraw from membership in the Union by giving written notice to the Union and the Board, in any calendar year in which this Agreement is in effect.

Section 2. The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in dues. In addition, the Union will furnish the Board with a statement signed by each employee authorizing the Board to make dues deductions.

Section 3. The deduction of Union dues for any month shall be made for 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 remittance will be accompanied by a list of employees from whose wages such deductions have been made.

Section 4. The Union agrees to indemnify and to hold and save the Board harmless against any and all claims, damages, and suits that shall or may arise out of or by reason of any action taken by the Board for the purpose of complying with the provisions of this Article.

Section 5. The Board shall provide each employee with a copy of this Agreement within thirty (30) days after the signing of this Agreement.

Section 6. New permanent employees shall be provided with a copy of this Agreement within ten (10) days of hire.

Section 7. The Board shall provide the Union office with six (6) signed copies of this Agreement.

Section 8. Union representatives and stewards shall be permitted to enter any of the school buildings in accordance with Article XVIII Section 1 for the purpose of discussing, processing, or investigating grievances or fulfilling the Union's role as bargaining agent.

Section 9. The steward shall be released without loss in pay from assignment to fulfill the above duties with permission from his supervisor. When contacting an employee, the officer shall first report to and obtain permission to see the employee from that employee's supervisor.

Section 10. The Board agrees to provide space for the exclusive use of the Union on a bulletin board in each building where a member of the bargaining unit works.

ARTICLE IV - SAVINGS CLAUSE

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provisions herein, shall become inoperative or fail by reason of the invalidity of any other portion or provisions and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

The parties agree to expeditiously negotiate a substitute for any invalidated Article, Section, Sentence, Clause and/or Phrase.

ARTICLE V - HOURS OF WORK AND OVERTIME

Section 1. The hours of work shall be forty (40) hours per week. The workday shall be eight and one-half hours with a thirty minute unpaid meal break and two 15-minute breaks. When school is in session, employees will be assigned to either the first or second shift. The specific hours of work for each employee will be set by the Superintendent or designee in consultation with the Union President and the provisions of this article. During any school vacation five (5) days or longer, the hours are 6:30 a.m. to 3:00 p.m. but modifications may be arranged between the Superintendent and the employee.

Section 2. In the event a school building cannot be covered by overtime assignment of a member of the bargaining unit, the Board reserves the right to hire a substitute to cover that particular assignment.

Section 3. In the event a change in shift must be scheduled, the Superintendent or designee will ask for volunteers within the bargaining unit. If a volunteer is unavailable for the change in shift, the inverse order of seniority will be used to fill the new schedule. Employees shall be notified of permanent changes in hours or shifts three weeks in advance, and of long-term changes in location one week in advance.

Section 4. Double time shall be paid for all work performed on Sunday.

Section 5. The overtime procedures are set forth in Appendix B.

Section 6. Overtime shall be paid after eight hours in one day and 40 hours in one week at the rate of time and one-half or as specified in Article V, Section 4 or Article XIV, Section 3.

Section 7. Personal leave and sick time shall not count as hours worked for purposes of overtime, except under Section 10 below for emergency call-ins or under Appendix B for snow removal.

Section 8. It is understood that employees should have a reasonable expectation of working a regular schedule and shift. Consequently, the employer shall not reschedule or change an employee's shift or days off for the purpose of avoiding overtime.

Section 9. Employees who are called to work on an unscheduled emergency basis shall be guaranteed a minimum of two-(2) hours pay.

Section 10. Emergency Call-in

Employees interested in emergency call-in duty will ask for their names to be added to the call-in duty list. If no one volunteers for the duty sign-up list, a qualified employee will be selected two weeks in advance by the Facilities Director on a rotating basis based on seniority. A copy of the rotating list shall be provided by management and posted on the Union bulletin board.

Employees can be dropped from this list for failure to respond in a timely manner to calls or not following the on-call procedures established by the Facilities Director.

The emergency call-in period shall be from the start of the employee's Monday regular work shift through the end of the employee's regular work shift on the following Monday.

A cell phone will be assigned to the on-call employee on Monday and will be passed to the next employee on the following Monday. Management will provide the cell phone number to the Granby Police Department, Fire Department, and the security provider.

Employees who are called upon for an emergency call-in situation shall be guaranteed a minimum of two (2) hours' pay, at the applicable rate. Employees shall be paid door-to-door, from the time the initial call-in was received (this provision includes mileage reimbursement). Mileage reimbursement for on-call employees shall be paid at the current IRS rate.

When the need exists as determined by the Facilities Director, the on-call employee will be responsible for performing walk-throughs at some or all schools on Saturday and Sunday, including holidays that occur on weekdays. An on-call volunteer shall be compensated at time and one-half (1-1/2) for all hours worked over forty (40) hours in one week (Monday-Monday) or eight (8) hours in one day. An on-call volunteer shall be compensated at the rate of two (2) times his/her regular hourly rate for all hours worked on a Sunday. An on-call volunteer shall be compensated at the rate of two (2) times his/her regular hourly rate for all hours worked on a holiday, in addition to his/her holiday straight-time pay.

If an employee has prior knowledge that he/she will not be available for call-in during a particular hour, day or week; he/she shall notify his/her supervisor, and the supervisor will contact the next employee on the rotating list.

The on-call employee shall be compensated for eight (8) hours straight-time pay once the full seven (7) day obligation is completed in addition to any pay earned for call-ins or walk-throughs. Failure to answer any call to the emergency cell phone during the week within 30 minutes will cause a forfeit of 4 of the eight hours straight time pay earned for being the on-call employee, and will also subject the employee to being dropped from the duty list.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1 – Definitions

- a) A grievance shall mean a complaint by an employee, the Union or a group of employees that his rights under the specific language of this Agreement have been violated.
- b) Grievant shall mean any member of the bargaining unit or a group of bargaining unit members or the Union similarly affected by a grievance, seeking recourse under the terms of this Article.
- c) "Days" shall mean calendar days.

Section 2

If a grievance is not filed in writing within twenty-one (21) days from when the grievant knew or should have known of the act or condition on which the grievance is based, then the grievance shall be considered to have been waived.

Section 3

Failure by the grievant at any level to appeal a grievance to the next level within the specified time limit shall be deemed to be acceptance of the decision rendered.

Section 4

If an administrator of the Board fails to render his decision within the specified time limits, an employee may process his grievance to the next higher level.

Section 5 – Grievance Levels

A. PRE-LEVEL ONE

- a) If any employee has a grievance, it may first be discussed with the Director of Facilities and a Union officer or representative in an effort to resolve the problem informally.

B. LEVEL ONE - Superintendent's Designee

- a) If employee is not satisfied, then a written grievance should be submitted at Level I to the Superintendent's Designee. A written answer will be provided within seven (7) days with a copy to the Union.

C. LEVEL TWO - Superintendent of Schools

- a) If the grievant is not satisfied with the disposition of the grievance at Level One, within seven (7) days after the decision is rendered, written grievance may be filed with the Superintendent.
- b) The Superintendent shall, within ten (10) days after receipt of the grievance, meet with the grievant and a representative of the Union for the purposes of resolving the grievance.

- c) The Superintendent shall, within seven (7) days after the hearing, render a decision and the reasons therefore in writing to the grievant, with a copy to the Union.

D. LEVEL THREE - Board of Education

- a) If the grievant is not satisfied with the disposition of the grievance at Level Two, within seven (7) days after the decision is rendered, the grievance may be submitted to the Board.
- b) The Board, or a sub-committee appointed by the Board, shall have a meeting within thirty (30) days after receipt of the grievance, at which time it shall meet with the grievant and with the representatives of the Union for the purpose of resolving the grievance.
- c) The Board shall, within fourteen (14) days after such meeting, render its decision and the reasons therefore in writing to the grievant with a copy to the Union.

E. LEVEL FOUR – Mediation/Arbitration

- a) If the grievance is not resolved, the Union may submit the matter to a mediator appointed by the American Arbitration Association (AAA), for the purpose of helping to resolve the grievance within five (5) days after receipt of the Level Four answer. A copy of the request shall be sent to the Board.

ARTICLE VII - DISCIPLINARY PROCEDURE

Section 1. All disciplinary action shall be for just cause.

Section 2. Disciplinary action shall include: (a) a written warning, (b) suspension without pay, (c) discharge, and shall follow in this order except in cases of serious misconduct in which immediate application of (b) or (c) is permissible.

Section 3. Probationary employees who are disciplined shall have no access to the grievance procedure.

Section 4. Written reasons for all suspensions and discharges must be given to the employee and the Union at the time of the suspension or discharge, except in cases of emergency suspension or discharge in which case written reasons will be supplied as soon as possible.

Section 5. An employee who is being interviewed concerning an incident which may subject him to disciplinary action may have a Union officer or other Union representative present. If the employee decides during an interview that a representative is needed, the meeting will come to a close until a Union representative can be present.

Section 6. Whenever possible, discipline of an employee will be done in a private manner.

ARTICLE VIII – SENIORITY

Section 1. Seniority, for purposes of this Agreement, is defined as the total length of an employee's most recent period of continued service with the Board. The employee's earned seniority shall not be lost because of absence due to illness, bereavement, jury duty, personal leave or authorized leave or while eligible for recall. Seniority and seniority rights accrued will not be lost during unpaid leaves of absence or layoff but no credit towards seniority will be given for such leaves.

Section 2. Seniority, plus qualifications, and competence to perform the work, as determined by the Superintendent, will determine promotions of employees.

Section 3. A seniority list shall be furnished to the Union annually on or about October 1st of each year and unless mistakes are brought to the attention of the Superintendent within thirty (30) days, the list shall be considered conclusive.

Section 4. New employees shall be considered probationary during their first six (6) months of employment. During such probationary period the employee shall not attain seniority rights under this Agreement and such probationary employee will be subject to discharge by the Board, without access to the grievance procedure. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment.

Section 5. The Union President who is not considered probationary as defined in section 4 and has served as officer for at least four (4) months shall be deemed to have the highest seniority for purposes of layoff.

Section 6. For employees covered by this Agreement, all bargaining unit work time including part-time within the bargaining unit shall be prorated and added to an employee's overall seniority, provided the work time has been continuous.

ARTICLE IX – VACANCY

Section 1. Job vacancy is defined as an opening created by a death, retirement, resignation, dismissal or a new position in the bargaining unit.

Section 2. All job openings covered by this Agreement shall be posted within seven (7) calendar days from the occurrence of the vacancy. Posting shall occur in each school and at the office of the Board for seven (7) calendar days and the Union President will be notified of the vacancy. Any posting for a job vacancy will include the job location and shift for internal postings only.

Section 3. Employees who desire to bid on the job vacancy shall file an application in writing within the posting time limit.

Section 4. Vacancies shall be filled based on seniority, qualifications and competence to perform the work from members within the bargaining unit. Qualifications and competence to perform the work will be determined by the Superintendent. The Board reserves the right to hire from outside the bargaining unit if no qualified employee applies from within the bargaining unit.

ARTICLE X - LAY-OFF AND RECALL

Section 1. Whenever a work-force reduction is required, the reduction shall be made in the following manner: bargaining unit employees shall be the last to be laid off in inverse order to their length of their-service to the Board of Education in the bargaining unit. The Board shall notify the Union prior to the lay-off in order to discuss the impact of such layoff.

Section 2. When a lay-off occurs, the employee having the least seniority in the job classification to which the lay-off applies may replace an employee in a different job classification provided the replacing employee has more seniority, qualifications and competence to perform the work. Qualifications and competency shall be determined by the Superintendent.

Section 3. An employee shall be given two (2) weeks notice of a lay-off.

Section 4. A laid-off individual's name shall be placed on a recall list in the order of seniority in the bargaining unit (from highest to lowest) and shall have the right to be recalled within the same classification if a position should become vacant within two years. No person shall be newly employed in the classification that includes an individual on the recall list until all persons on the recall list in that classification have been notified by certified mail sent to the individual's last known address.

Section 5. It shall be the laid off individual's responsibility to notify the Superintendent of their current address. An individual who declines an offer of re-employment shall forfeit his recall right. Failure to respond in writing to a notice of an opening within fourteen (14) calendar days after the mailing thereof shall be deemed to be a refusal to accept employment.

Section 6. Returning individuals must return to work within fourteen (14) calendar days from the date of the mailing of the notification. Failure to return to work within this fourteen-day period shall be deemed a refusal to accept employment.

Section 7. If, as a result of a lay-off, an employee must be transferred to another shift, fourteen (14) calendar days notice will be given.

Section 8. Any employee who accepts an offer of employment under the provisions of this Article shall be placed upon the salary step next succeeding that which was occupied at the time of lay-off if that step advancement would have occurred during the time in which the employee was on recall.

Section 9. Any recalled employee accepting an offer of employment under the provisions of this Article shall begin such employment with all unused sick days that were accrued at the time of lay-off.

Section 10. Employees who have been demoted as the result of a lay-off shall remain on the recall list until they have been re-appointed to a position in their former class or comparable pay rate.

ARTICLE XI - NO STRIKE OR LOCKOUT

During the life of this Agreement, there shall be no strike, slow down, suspension, or stoppage of work in any part of the Board's operation by employees or an employee nor shall there be any lockout by the Board in any part of the Board's operation.

ARTICLE XII - PERSONNEL RECORDS

Section 1. An employee covered hereunder shall, upon request, be permitted to examine and copy any and all materials in their personnel file. The Union may have access to any employee's records upon presentation of written authorization by the employee.

Section 2. No new negative or derogatory material shall be placed in an employee's personnel file unless the employee has had an opportunity to sign it (indicating receipt of such material). If the employee refuses to sign, the Union President or staff representative shall sign the material (indicating receipt) and be provided a copy.

Section 3. If a determination is made via the grievance procedure or a formal hearing in an employee's favor, the employee may request that a cover sheet be placed with such document(s) to clarify and/or explain the resolution of the matter. This section does not permit the employee to request that documentation be placed in a personnel file at will, but applies only where a change has occurred in a personnel action that is not reflected in the employee's personnel file.

ARTICLE XIII - SICK LEAVE

Section 1. Full time employees shall earn sick days at the rate of 1.5 days per month up to eighteen (18) days per year, cumulative to 180 days.

Section 2. Part-time employees shall earn one (1) sick day (comparable to the length of the employee's workday), per month up to ten (10) days per year, cumulative to ninety (90) days.

Section 3. Sick leave may be used for personal illness or injury, or to meet medical appointments which cannot be scheduled outside of work time after exhausting personal leave time for this reason as set out in Article XVI provided a note from the doctor is provided which states both the time and date of the appointment. An employee will be required to furnish a note from his/her attending physician upon return to work if a sick day is taken immediately before or after a Vacation Day or Holiday. After the fourth incident within a fiscal year of taking a Monday or Friday as a sick day, a physician's note will be required upon return to work.

Section 4. In a case of extreme hardship due to prolonged illness, the Superintendent may, at his/her discretion, grant additional sick leave.

Section 5. When an employee has exhausted sick leave, unpaid medical leave subject to Board approval may be granted on a case-by-case basis.

Section 6. If an employee's absences indicate a pattern or a practice of abuse of sick time, the supervisor will meet with the employee to discuss such problem and request that the next time the employee is absent a doctor's note will be required. After the fifth consecutive day of an absence, the employee may be required to furnish a note from his/her attending physician advising the Director of Facilities the expected return to work.

ARTICLE XIV – HOLIDAYS

Section 1. All full-time employees shall receive the following paid holidays:

New Year's Day	Labor Day
Memorial Day	Day after Thanksgiving
Veteran's Day**	Good Friday
Martin Luther King Day	Columbus Day
Independence Day	Christmas Day***
Thanksgiving Day	Day after Christmas*
President's Day	One (1) Floating Holiday
Juneteenth	

An employee will not receive holiday pay if they take an unscheduled personal or sick day immediately before or after the holiday without producing a doctor's note excusing the absence.

*If the day after Christmas is a Saturday or Sunday, that holiday will be replaced by an additional floating holiday to be scheduled in consultation with the Union. If Christmas falls on a Tuesday, the Holiday will be taken on the day before Christmas.

** Because Veteran's Day falls on a school day, it may be taken as a Floating Holiday.

*** If Christmas falls on a Saturday, the Holiday will be taken on the Friday immediately preceding. If Christmas falls on a Sunday, the Holiday will be taken on the Monday immediately following.

Christmas and Veterans Day schedules covered by this contract are as follows:

2022-2023

Christmas Day Holiday - Monday, December 26, 2022
 Day After Christmas Holiday – Tuesday, December 27, 2022
 Veterans Day Floater – Wednesday, December 28, 2022

2023-2024

Christmas Day Holiday – Monday, December 25, 2023
 Day After Christmas Holiday - Tuesday, December 26, 2023
 Veterans Day Floater – Wednesday, December 27, 2023

2024-2025

Christmas Day Holiday - Wednesday, December 25, 2024
 Day After Christmas Holiday – Thursday, December 26, 2024
 Veterans Day Floater – Friday, December 27, 2024

2025-2026

Christmas Day Holiday - Thursday, December 25, 2025

Day After Christmas - Friday, December 26, 2025

Veterans Day Floater - Wednesday, December 24, 2025

Section 2. State statute shall be used to determine the dates where holidays in Section 1 will fall.

Section 3. An employee who is required to work on the day of an observance of any of the Section 1 holidays shall be compensated at the rate of two times the regular hourly rate for all hours worked on said day, in addition to the holiday straight-time pay.

Section 4. If a holiday shall occur while an employee is out on sick leave, the employee shall be paid for the holiday at the earned rate and the sick leave shall not be charged for that holiday.

Section 5. If a holiday occurs while an employee is out during vacation, said holiday shall not be charged against the employee's earned vacation time.

Section 6. Any employee required to work on a day designated by the Governor of the State of Connecticut or the President of the United States as a state or national day of mourning shall be paid time and one-half for hours worked, not to exceed one day annually.

ARTICLE XV – VACATION

Section 1. All full-time twelve (12) month custodial and maintenance employees hired on or after July 1, 1996, who are covered under the terms of this Agreement, shall annually be entitled to vacation time as follows:

<u>Years of Completed Service</u>	<u>Rate of Earned Vacation Days</u>
One to Four Years	Ten (10) Days
Five to Nine Years	Fifteen (15) Days
Ten to Nineteen Years	Twenty (20) Days
Twenty Years and Above	Twenty-Five (25) Days

All full-time twelve (12) month custodial and maintenance employees hired prior to July 1, 1996, who are covered under the terms of this agreement, shall annually be entitled to vacation time as follows:

a. One year service:	ten (10) working days
b. Two years of service:	eleven (11) working days
c. Three years of service:	twelve (12) working days
d. Four years of service:	thirteen (13) working days
e. Five years of service:	fifteen (15) working days
f. Ten years of service or more:	twenty (20) working days
g. Twelve years of service:	twenty-one (21) working days
h. Fourteen years of service:	twenty-two (22) working days
i. Sixteen years of service:	twenty-three (23) working days
j. Eighteen years of service:	twenty-four (24) working days
k. Twenty years of service:	twenty-five (25) working days

Section 2. For determination of vacation time, years of continuous employment with the Board shall be counted.

Section 3. The employee's anniversary date of hire will be used to determine the amount of vacation time earned for the next fiscal year (July 1 - June 30) and he/she shall be paid at the current straight time rate of pay. Employees will only earn vacation time during the first six (6) months of being on Workers Compensation.

Section 4. The vacation schedule will be set, whenever possible, by mutual agreement between the Superintendent and the employee, except that seniority within the bargaining unit will govern in case of conflicts between the employees' selection and work schedule requirements. Requests for vacations must be submitted by April 1. Requests after that date will no longer have seniority prevailing. It may be necessary for the Superintendent to limit the total number of persons on vacation and personal days at one time to four (4) persons. The Director of Facilities or Business Manager will make approval of vacation time and personal days requests. The Superintendent may limit absences to less than four days in circumstances (other than scheduling) requiring added staff to meet an emergency situation.

Section 5. Five (5) days vacation may be accrued each year, and carried into the next fiscal year only.

Section 6. Vacation time cannot be taken the day before, the day of, or the day after the last day of school. Vacation time cannot be taken the first day or the first week of school, unless such time is granted by the Superintendent under unusual circumstance.

Section 7. In the event an employee is laid off, pro rata accumulated vacation pay to the end of the preceding month shall be granted.

Section 8. In the event of an employee's death, pro rata accumulated vacation shall be paid to his estate.

Section 9. An employee shall be allowed to carryover vacation time beyond the 5 days allocated in Section 5 if unable to use the accrued vacation time because of an absence due to a Workers' Compensation injury, not to exceed 15 days in total.

ARTICLE XVI - PERSONAL DAYS

Full-time employees shall be eligible for a maximum of six (6) personal days. Part-time employees shall be eligible for a maximum of three (3) days of comparable length to the employee's workday. The Director of Facilities or Business Manager will make approval of personal days. Personal days shall be without loss of pay for the following reasons:

- a. Religious holidays.
- b. Sickness or death of close relative, or member of the immediate household.
- c. Attendance in court or for other legal reasons beyond the employee's control.

- d. Emergency situations, including medical appointments, which cannot be taken care of outside of the normal workday not to exceed two (2) days. In such emergencies, notice will be given to the Director of Facilities as soon as possible.
- e. Except in the case of a bona fide emergency, permission for a personal day must be obtained from the employee's supervisor prior to the leave. Each employee will be allowed one (1) personal day with permission but without reason.

ARTICLE XVII – WAGES

Section 1. A new employee shall be paid at the hourly rate shown in the entry step of such classification and move according to that schedule.

Section 2. A custodian who is assigned to perform temporary service as a head custodian or maintenance person shall, after five consecutive days of such assignment, be paid head custodian or maintenance wages within the same step of the custodian performing the temporary service retroactive back to the first day of performing such duties.

Section 3. The wage schedule applicable to this Section is set out in Appendix D, attached.

ARTICLE XVIII - ACCESS TO PREMISES

Section 1. The Union's business representative may be permitted to visit specific job sites after notifying the Director of Facilities where bargaining unit members are employed provided that such visits are at normal business hours and do not interfere with the operation of the schools or the performance of any Board employee.

Section 2. The Union's representative shall first report to the building office to announce his presence prior to going to a specific job site location.

ARTICLE XIX - MILITARY LEAVE

Military leave shall be granted in accordance with Connecticut State Statutes. The time spent at such military leave will continue to count as uninterrupted service towards seniority.

ARTICLE XX - JURY DUTY

Employees shall be entitled to full pay at their base rate for absence because of jury duty, less the fee paid with respect to such jury duty, for up to four (4) weeks. The fee paid for jury duty will be endorsed to the Board by the employee. A second shift employee is entitled to these same benefits even when the hours required to report as a juror do not conflict with their normal working hours.

ARTICLE XXI - INSURANCE AND PENSION BENEFITS

Section 1. Granby Employee Health Plan

Permanent Employees working thirty (30) hours or more a week are eligible for Health, Dental and Life Insurance:

- a) The Board shall provide, a High Deductible Health Plan (HDHP) and Dental option as described in Appendix A for fiscal years 2022-2023, 2023-2024, 2024-2025, 2025-2026. Eligible employees may participate in either medical or dental or both plans offered under this agreement.
- b) Eligible employees covered under this Agreement will be able to select individual, two person or family plan options.
- c) An open enrollment period will be held annually
- d) Employees may utilize Anthem's Take Charge Program, which rewards members, via a reloadable debit card, for completing certain programs and receiving medical services. Members can sign up for these programs through the Sydney Health App.
- e) Employee premium sharing contributions to these insurance options for each year of this Agreement are shown below:

	2022-2023	2023-2024	2024-2025	2025-2026
HDHP	17.00%	17.5%	18%	18%
Dental	22.5%	22.75%	23%	23%

The Board will contribute fifty percent (50%) of the applicable HDHP annual deductible based on two thousand dollars (\$2,000) for an employee plan and four thousand dollars (\$4,000) for an employee plus one or family plan to a qualified Health Savings Account (HSA). Funding shall be made in two equal installments in September and January into an HSA of the employee's choosing. Employees will assume responsibility for all fees associated with their HSA. It is understood that the Board has no obligation to fund any portion of the HSA deductible for the HDHP after a participating UPSEU employee has left the Board's employ.

Details of all insurance plans under this Agreement are filed with the Superintendent and may be examined during regular office hours. The terms and conditions of these plans shall determine the benefits to which employees may be eligible, and this Agreement will not be construed to alter these terms or grant additional benefits not provided in them. Further detail on health insurance plan coverage can be found in Appendix A.

The Board will provide a discount vision care program as available through the health care provider.

Section 2. Long Term Disability

For employees working thirty (30) hours or more a week, the Board shall provide full premium payment for a long-term disability insurance plan with a 180-day waiting period.

Section 3. Life Insurance

The Board will pay one-half (1/2) of the premium for life insurance coverage at two times annual salary rounded to the nearest multiple of one thousand dollars (\$1,000) with an accidental death and dismemberment rider. Employees working twenty (20) hours or more a week are eligible to receive life insurance. The insurance of an employee who becomes 70 years old while covered will be reduced to 60% on the policy anniversary coinciding with or next following his/her attaining age 70.

Section 4. Retired Employees

Those employees eligible for insurance benefits under Section 1, may continue participation in the Granby Employees Benefit Plan and life insurance plans for a period of two (2) years following retirement, sharing the cost with the Board in the same ratio as active employees, with the exception that the Board will not fund any portion of the HSA deductible, as long as their coverage is uninterrupted. Those employed as of 7/1/19 with at least ten years of service may continue beyond two years at their own expense as long as their service remains uninterrupted. However, the qualified retired employee and their dependents who are Medicare eligible, will be required to move to the Medicare supplemental coverage plan offered by the Board, at their own expense, or another plan of their choice which is not sponsored by the Board.

If the life insurance carrier rejects the continuance of any Board retiree as a member of the Granby Insurance Group, the Board will not be held liable for continuing coverage in any other manner.

Section 5. Pension Plan

Employees who meet the requirements of the Town of Granby Pension Plan shall be able to participate in such plan according to its terms. A copy of the Town of Granby Pension Plan shall be provided to each employee.

Section 6. Change in Insurance Carrier

The Board may substitute any of the policies in this Agreement with another policy of comparable coverage after recommendations from an insurance study committee which will include representation from the Union.

Section 7. 125 Plan

A Section 125 A, B and C plan will be available as allowed by the Internal Revenue Service. Limits on dependent care and medical care expenses are set in advance by administration.

ARTICLE XXII - PAYMENT FOR SERVICES

Section 1. All employees shall be paid on a bi-weekly basis and shall be paid on the same day of every other week. In the event the scheduled payday falls on a holiday or other non-work day, paychecks shall be distributed on the workday immediately preceding the scheduled payday.

Section 2. Employees who are owed payment for work done in or on property owned by the Board of Education on behalf of an outside organization will be paid on the next bi-weekly payroll following such work, provided the necessary paperwork with authorized signatures has been completed and turned in to the payroll department by the time sheet deadline for that bi-weekly payroll in accordance with the payroll schedule set forth each fiscal year. Paperwork turned in after the time sheet deadline for that payroll will be paid on the next bi-weekly payroll as set forth in the payroll schedule.

ARTICLE XXIII - EMPLOYEE EXPENSES

Section 1. Employees shall be reimbursed for mileage incurred with their own vehicles during their shift. Expenses for mileage will only be reimbursed for authorized use within and during an employee's shift and not for mileage to and from the employee's residence to work.

Section 2. The Board will annually provide each member of the bargaining unit with an allowance of up to two hundred dollars (\$200) for the purchase of employee's appropriate work shoes. The member will be reimbursed up to \$200 for purchase(s) after submitting original receipt(s) on or about September 1st of each year beginning September 1, 2019.

The Board shall supply uniforms to each member of the bargaining unit at no cost to the members. Cleaning and mending of the uniforms will be member's responsibility. Each bargaining unit member will receive (6) shirts and (6) pants from a menu of choices established by the Facilities Director. Shirts and pants will be replaced on a two year cycle or sooner if damaged beyond repair while working. The uniforms shall be worn for all hours worked with the exception of summer break. During summer recess when school is not in session, employees are required to wear a Granby Public Schools approved work shirt or t-shirt. Employees will be permitted to wear shorts during summer and spring recess only when school is not in session unless performing hazardous work. Shorts will be purchased by the employee. Shorts must be in good condition without tears, holes or fraying and shorts should be no higher than 4 inches above the knee.

The Board will replace rain gear and slip-on boots, both to be chosen from a list of choices published by the Director of Facilities, on an 8 year cycle.

The Director of Facilities determines professional development needs for Facilities Department staff. The Board will provide cost of tuition for completed course work preapproved in writing by the Director of Facilities. The amount available for this purpose will be limited to that contained in the annual budget.

Section 3. The Board will annually reimburse the Facilities Manager for the cost of the Connecticut HVAC license renewal.

ARTICLE XXIV - TAX DEFERRED ANNUITY PROGRAM

The Board agrees to make the appropriate deduction for employees who participate in a tax deferred annuity program. The Board may limit the total number of programs that are available to employees. For employees who do elect to participate in this program, the Board will match the employee's annual contribution up to a maximum of five hundred dollars (\$500) per employee per year.

ARTICLE XXV - SEVERANCE PAY

Upon retirement and after fifteen (15) years of service in the Granby School System, severance pay shall be granted on the following basis:

Full-time employees: two (2) days for each year of full-time service multiplied by the per diem rate of the final salary.

Part-time employees: one (1) day for each ten-month service multiplied by the per diem rate of the final salary.

Notification must be submitted sixty days prior to retirement to receive the severance pay benefit.

ARTICLE XXVI - UNION CONVENTION

The Board shall, upon reasonable advance notice, permit two employees to attend two UPSEU conventions or training schools each year for a period of two (2) days total without loss of compensation. The total time a single employee shall be allowed to attend the convention or training shall not exceed two (2) days per year.

ARTICLE XXVII - PERFORMANCE EVALUATION

Section 1. Each employee shall have at least one performance appraisal and review annually.

Section 2. Employee performance appraisal and review shall mean the individual evaluation of an employee's work and shall not include a general evaluation of the efficiency of the procedures employed by the Board or its designee.

Section 3. The Superintendent and the Board reserve the right to make any necessary inspection in the interest of quality control and fairness of work allocation at their discretion.

Section 4. Performance criteria and the standards upon which employees are evaluated will be reviewed with the Union prior to implementation or change.

Section 5. Negative performance evaluations will be subject to the grievance procedures outlined in this contract, through the Superintendent's level only.

ARTICLE XXVIII - SERVICE RECOGNITION

In recognition of uninterrupted service in the Granby School System, all custodians and maintenance workers shall be granted, each year, one (1) day's pay (per diem rate) on the fifth anniversary of employment; three (3) day's pay (per diem rate) on the tenth anniversary of employment; five (5) day's pay (per diem rate) on the fifteenth anniversary of employment; and seven (7) day's pay (per diem rate) on the twentieth anniversary of employment. Service shall not be considered interrupted for a break in employment for medical reasons.

All employees hired after adoption of this contract will receive service recognition only on the anniversary dates as indicated, employees will not receive the service recognition each year as those hired prior to the adoption of this contract.

ARTICLE XXIX - FITNESS FOR WORK

Section 1. The Board may require an employee to submit a fitness for work evaluation, for reasonable cause, at the Board's expense. The Board will provide the reason for the request, in writing, within five days of the required evaluation. The Board will reimburse up to two hundred dollars (\$200) of the cost of a comprehensive physical examination or will provide a physician at the Board's expense under the following schedule for an employee who so desires an exam:

Age 20-30	One physical during the period
Age 30-40	One physical every two years
Age 41-over	One physical annually

Section 2. The Board shall have the right to require bargaining unit employees to submit to random drug/alcohol testing based upon reasonable suspicion and in conformance with the procedures outlined in Appendix E.

ARTICLE XXX – DURATION

Section 1. This Agreement shall be effective from July 1, 2022 to June 30, 2026. This Agreement shall remain in force and be effective during the period of negotiations over a successor agreement.

Section 2. Either party may notify the other party 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 bargaining sessions prior to January 1, 2026.

ARTICLE XXXI - WORKERS' COMPENSATION

Section 1. Any employee who shall suffer personal injury in the performance of his duties and who is eligible for payment under the Workers' Compensation Act shall be paid by the Board the monetary difference between said employee's take home (net) biweekly salary and the benefits payable to the employee under the Worker's Compensation Act for the period of such absence not to exceed six months. After 90 work days, one-third (1/3) of each day will be charged to sick leave, provided the injury is not related to an assault. After six months an employee may choose to make up the difference from his accrued sick leave.

ARTICLE XXXII – SCHOLARSHIP

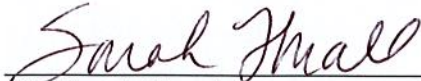
Each year, the Board will contribute \$1,000 to the Granby Public School Scholarship Fund in honor of the Granby Public Schools Facilities Staff. The scholarship will be awarded to a senior student graduating from Granby Public Schools who is pursuing a course of study at a technical institution.

A representative from the Facilities Department will participate in the award decision.

SIGNATURE PAGE

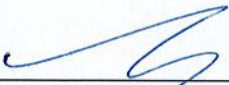
IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper officers, hereunto duly authorized and their seals affixed hereto as of this 28th day of June, 2022.

GRANBY BOARD OF EDUCATION

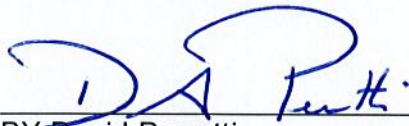


BY Sarah Thrall
Board Chairman

**UNITED PUBLIC SERVICE EMPLOYEES UNION
LOCAL 424, UNIT 61 CUSTODIAL AND MAINTENANCE EMPLOYEES**



BY Kevin Boyle, Jr.
UPSEU President



BY David Perrotti
UPSEU Labor Relations Representative



BY Omar Rowe
Local President

APPENDIX A

HEALTH INSURANCE

Granby Public Schools SEUI High Deductible Health Plan (HDHP) PLAN

Summary of Benefits

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible <i>See notes section to understand how your deductible works.</i>	\$2,000 person / \$4,000 family	
Out-of-Pocket Limit <i>When you meet your out-of-pocket limit, you will no longer have to pay cost- shares during the remainder of your benefit period. See notes section for additional information regarding your out of pocket maximum.</i>	\$4,000 person / \$8,000 family	
Preventive care/screening/immunization <i>In-network preventive care is not subject to deductible, if your plan has a deductible.</i>	No charge	20% coinsurance after deductible is met
Doctor Home and Office Services Primary Care Visit to treat an injury or illness <i>All services performed in the office are included in the office copay.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Specialist Care Visit <i>All services performed in the office are included in the office copay.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Routine Prenatal Care	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Routine Postnatal Care	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Other Practitioner Visits: Retail Health Clinic On-line Visit <i>Live Health Online is the preferred telehealth solutions (www.livehealthonline.com).</i> Chiropractic <i>Coverage is limited to 50 visits combined with PT, OT and ST per benefit period. Limit is combined In-Network and Non-Network. Excess covered as OON</i> Acupuncture <i>Coverage in full after H S A DED has been met; unlimited maximum</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
Other Services in an Office: Allergy Testing Chemo/Radiation Therapy Dialysis/Hemodialysis Prescription Drugs <i>For the drugs itself dispensed in the office through infusion/injection.</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Diagnostic Services Lab: Office <i>All services performed in the office are included in the office copay.</i> Freestanding/Site-of-Service Lab Outpatient Hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
X-Ray: Office <i>All services performed in the office are included in the office copay.</i> Freestanding/Site-of-Service Radiology Center Outpatient Hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
Advanced Diagnostic Imaging: <i>Imaging services include MRI, MRA, CAT, CTA, PET, and SPECT scans.</i> Office <i>All services performed in the office are included in the office copay.</i> Freestanding/Site-of-Service Radiology Center	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Outpatient Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Emergency and Urgent Care Urgent Care	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Emergency Room Facility Services	0% coinsurance after deductible is met	Covered as In-Network
Emergency Room Doctor and Other Services	0% coinsurance after deductible is met	Covered as In-Network
Ambulance Transportation	0% coinsurance after deductible is met	Covered as In-Network
Outpatient Mental/Behavioral Health and Substance Abuse Doctor Office Visit and Online Visit	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Facility visit:		
Facility Fees	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Doctor Services	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Outpatient Surgery		
Facility Fees:		
Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Freestanding Surgical Center</p> <p>Doctor and Other Services:</p> <p>Hospital</p> <p>Freestanding Surgical Center</p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>
<p>Hospital Stay (all Inpatient stays including Maternity, Mental/Behavioral Health, Substance Abuse, Infertility, Hospice and Human Organ and Tissue Transplant services):</p> <p>Facility fees (for example, room & board)</p> <p>Doctor and other services</p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>
<p>Recovery & Rehabilitation Home Health Care</p> <p><i>Coverage is limited to 100 visits per benefit period; includes Home Health Aides; Limit is combined In-Network and Non-Network.</i></p>	<p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p>
<p>Rehabilitation services (for example, physical/speech/occupational therapy):</p> <p>Office</p> <p><i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, and speech therapy combined is limited to 50 visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In- Network and Non-Network Excess covered as OON</i></p>	<p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p>

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Outpatient Hospital <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, and speech therapy combined is limited to 50 visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In- Network and Non-Network-Excess covered as OON</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Cardiac rehabilitation Office Outpatient Hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met
Skilled Nursing Care (in a facility) <i>Coverage is limited to 100 days per benefit period. Limit is combined In- Network and Non-Network.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Hospice	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Durable Medical Equipment <i>Coverage for hearing aids is limited to 1 per ear every 2 years.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Prosthetic Devices <i>Mandatory coverage of a wig if prescribed by a licensed oncologist for a patient who suffers hair loss as a result of chemotherapy. Member cost share for prosthetic arms, legs and microprocessors.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Pharmacy Deductible	Combined with medical deductible	Combined with medical deductible
Pharmacy Out of Pocket	Combined with medical out of pocket maximum	Combined with medical out of pocket maximum
Prescription Drug Coverage – MP2 includes Step Therapy, Prior Authorization, Quantity Limits. Provider DAW - no penalty applies <i>National Drug List</i>		
Tier 1 - Typically Generic <i>Covers up to a 30day supply (retail pharmacy). Covers up to a 90-day supply (home delivery program).</i>	\$5 copay per prescription after deductible (retail only). \$5 copay per prescription after deductible (home delivery only).	20% coinsurance after deductible (retail)
Tier 2 – Typically Preferred Brand <i>Covers up to a 30-day supply (retail pharmacy). Covers up to a 90-day supply (home delivery program).</i>	\$30 copay per prescription after deductible (retail only). \$60 copay per prescription after deductible (home delivery only).	20% coinsurance after deductible (retail)
Tier 3 - Typically Non-Preferred Brand <i>Covers up to a 30-day supply (retail pharmacy). Covers up to a 90-day supply (home delivery program).</i>	\$45 copay per prescription after deductible (retail only). \$90 copay per prescription after deductible (home delivery only).	20% coinsurance after deductible (retail)

Notes:

- The family deductible and out-of-pocket maximum are non-embedded; the deductible can be met individually or accumulatively.
- Your coinsurance, copays and deductible count toward your out of pocket amount.
- If your plan includes out of network benefits, all services with calendar/plan year limits are combined both in and out of network.
- For additional information on this plan, please visit www.granbyschools.org and navigate to the Human Resources page.
- If your plan includes out of network benefits and you use a non-participating provider, you are responsible for any difference between the covered expense and the actual non-participating providers charge. When receiving care from providers out of network, members may be subject to balance billing in addition to any applicable copayments, coinsurance and/or deductible. This amount does not apply to the out of network out of pocket limit.
- Edits will comply with any and all applicable federal and state statutes/laws.

APPENDIX B

OVERTIME PROCEDURES

All custodial and maintenance staff interested in overtime assignments shall provide written notification to the Facilities Director or his/her designee.

Overtime assignments will be scheduled quarterly beginning September 1st. Overtime requirements will be made available as soon as possible which will allow advance scheduling.

Employees, who cannot fulfill their scheduled overtime assignments, must notify the Director of Facilities within a reasonable time. The vacancy will be filled by seniority rotation within job classification from the overtime sign up list: one for custodial work, one for lunches; and one for maintenance.

All bargaining unit members are eligible for overtime assignments and may sign up for quarterly assignments 30 days prior to the beginning of the next quarterly schedule.

Unscheduled overtime requests will be filled by bargaining unit members from the sign up list on a seniority basis.

Bargaining unit employees may be required to work a reasonable amount of overtime in emergency situations consistent with State Law. In the event that overtime cannot be covered by bargaining unit employees, other sources may be used.

All Facilities Staff (maintenance and custodial) may sign up on a voluntary list for snow or ice removal or weather related events duty. If less than 12 staff sign up, or if the available manpower is deemed insufficient by the Director of Facilities. The Director of Facilities will use inverse order of seniority on a rotating basis to meet staffing needs as required up to a total of 12 staff members or additional manpower as needed for a particular situation. A list will be kept of who has worked each storm so inverse order is applied equally. The second time in a year an employee who is required by inverse seniority to work on snow or ice removal or a weather related event does not show for such duty may be considered just grounds for disciplinary action.

Lead Maintenance, Maintenance I, Maintenance II, and Head Custodians are required to work all snow or ice removal or weather related events.

During the winter period of December 1 through March 31, any employee, up to a maximum of four per weekend, who has plans to be out of town for the weekend shall notify the Director of Facilities at least 10 days in advance, and may do so up to four times during this winter period. Such notice will allow him/her to be skipped on the inverse seniority list if a snow or ice event occurs on that weekend, but only for that weekend. If more than four ask to be out on any given weekend, the first to ask shall prevail.

Approved personal leave, sick time, and workers compensation shall count as hours worked in determining overtime for snow removal.

APPENDIX B (cont.)

OVERTIME PROCEDURES

Employees will be paid at the applicable rate for four hours rest after working 16 hours consecutively if they are required to return to work at the end of that four-hour period. Any employees required to work four (4) or more hours consecutively for snow removal or weather related events or unscheduled emergency call-in will be provided a meal allowance (\$15 max per employee per meal) upon approval of the Director of Facilities or Business Manager.

APPENDIX C

MONTHLY MERIT RECOGNITION PROGRAM

For FY23 only, the \$4,000 provided by the Board to fund the former Monthly Merit Recognition Program, will be redistributed evenly in the wage base for each employee classification after the gross wage increase is applied.

Based on twenty (20) employees and 2,088 hours in FY23, each employee classification will include an additional \$.10 increase per hour to reflect this distribution.

APPENDIX D

WAGE SCHEDULE

WAGES 2022-2023

3% General Wage Increase

One Time Distribution of Monthly Merit Recognition Program

	<u>ENTRY</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>
Custodian	\$22.76	\$24.03	\$25.29
Head Custodian	\$28.68	\$30.27	\$31.85
Lead Custodian	\$30.70	\$32.40	\$34.09
Maintenance I	\$28.41	\$29.96	\$31.50
Maintenance II (HVAC Qualified)	\$29.22	\$30.80	\$32.39
Facilities Manager*	\$32.14	\$33.90	\$35.65
Part time Custodian	\$21.30	\$22.47	\$23.66
Part time Maintenance	\$27.59	\$29.13	\$30.63

*(CT Valid HVAC Licensed) \$1.00 applied after GWI

WAGES 2023-2024

3% General Wage Increase

	<u>ENTRY</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>
Custodian	\$23.44	\$24.75	\$26.05
Head Custodian	\$29.54	\$31.18	\$32.81
Lead Custodian	\$31.62	\$33.37	\$35.11
Maintenance I	\$29.27	\$30.86	\$32.45
Maintenance II (HVAC Qualified)	\$30.09	\$31.73	\$33.36
Facilities Manager*	\$33.11	\$34.92	\$36.71
Part time Custodian	\$21.94	\$23.15	\$24.37
Part time Maintenance	\$28.42	\$30.00	\$31.55

*(CT Valid HVAC Licensed) \$1.00 applied after GWI

WAGES
2024-2025

3% General Wage Increase

	<u>ENTRY</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>
Custodian	\$24.15	\$25.49	\$26.83
Head Custodian	\$30.43	\$32.11	\$33.79
Lead Custodian	\$32.57	\$34.37	\$36.17
Maintenance I	\$30.15	\$31.78	\$33.42
Maintenance II (HVAC Qualified)	\$31.00	\$32.68	\$34.36
Facilities Manager*	\$34.10	\$35.97	\$37.82
Part time Custodian	\$22.59	\$23.84	\$25.10
Part time Maintenance	\$29.27	\$30.90	\$32.49

*(CT Valid HVAC Licensed) \$1.00 applied after GWI

WAGES
2025-2026

2.75% General Wage Increase

	<u>ENTRY</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>
Custodian	\$24.81	\$26.19	\$27.57
Head Custodian	\$31.27	\$33.00	\$34.72
Lead Custodian	\$33.47	\$35.32	\$37.16
Maintenance I	\$30.97	\$32.66	\$34.34
Maintenance II (HVAC Qualified)	\$31.85	\$33.58	\$35.31
Facilities Manager*	\$35.04	\$36.96	\$38.86
Part time Custodian	\$23.22	\$24.50	\$25.79
Part time Maintenance	\$30.08	\$31.75	\$33.39

*(CT Valid HVAC Licensed) \$1.00 applied after GWI

APPENDIX E

SUBSTANCE ABUSE POLICY

Section 1. Introduction - Substance Abuse Testing

Drug and alcohol testing will be implemented on a reasonable suspicion basis. Drug and alcohol testing will be conducted in accordance with the procedures outlined in this Agreement.

Section 2. Purpose of Substance Abuse Testing

The purpose of substance abuse testing is as follows:

- a) To establish and maintain a safe and healthy working environment for all Board of Education employees;
- b) To ensure the reputation of Granby Board of Education employees as good, responsible citizens worthy of public trust;
- c) To reduce the incidents of accidental injury to person or property;
- d) To reduce absenteeism, tardiness and indifferent job performance;
- e) To provide assistance toward rehabilitation for any employee seeking the town's help in overcoming any drug addiction to dependence upon or problem with alcohol or drugs.

Section 3. Definitions

- a) Alcohol or Alcoholic Beverages: Any beverage that has an alcohol content
- b) Drug: any substance (other than alcohol) capable of altering the mood, perception, pain level, or judgment of the individual consuming the drug
- c) Prescribed Drug: Any substance prescribed for the individual consuming the drug by a licensed medical practitioner.
- d) Illegal Drug: Cocaine, marijuana, amphetamines, opiates (including heroin), phencyclidine (PCP).
- e) Positive Drug Test: A positive drug test is one which reveals a prohibited level of a controlled substance as defined in 49 CFR, Part 40, Procedures for Transportation Workplace Drug Testing Programs.
- f) Positive Alcohol Test: A positive alcohol test is one which reveals an alcohol concentration of .10 or greater.

Section 4. Testing Based Upon Reasonable Suspicion

An employee may be required to undergo testing based on reasonable suspicion when objective facts and observations are brought to the attention of a trained supervisor and, based upon the reliability and weight of such information, the supervisor can reasonably infer or suspect the employee is using illegal drugs, is abusing legal drugs or alcohol, or is reporting for work under the influence of drugs or alcohol while on duty.

APPENDIX E (cont.)

SUBSTANCE ABUSE POLICY

The determination that reasonable suspicion to test exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.

A written record of the observations leading to a controlled substance reasonable suspicion test shall be prepared and signed by the supervisor within 24 hours of the observation, or before the test results are released, whichever is earlier.

A supervisor shall report the basis for his/her reasonable suspicion to Business Manager. The Business Manager shall decide whether to direct the employee to submit to testing. Prior to so deciding, the Business Manager, or his/her designee may meet with the employee. If such a meeting is held, the employee shall have Union representation. However, the meeting shall not be delayed for the purpose of having a representative of the employee's choice.

If the employee is ordered to submit to a drug and/or alcohol test, the employee shall be given a brief verbal statement of the basis for reasonable suspicion and shall be immediately suspended with pay. A verbal directive to submit to a drug and/or alcohol test shall be confirmed in writing, but the testing shall not be delayed pending issuance of such written directive.

Section 5. Refusal to Submit to Reasonable Suspicion Drug or Alcohol Testing

The refusal by an employee to submit to a drug or alcohol screening test based on reasonable suspicion will result in the employee's immediate suspension without pay and subsequent disciplinary action which may include dismissal from the Board's employ.

Section 6. Drug and Alcohol Testing Procedures

- a) The employee shall provide a urine sample for purposes of testing for drugs or controlled substances other than alcohol. The employee shall provide a sufficient amount of the sample to allow for initial screening, a confirmatory test, and for split sample testing if requested by the employee following notification of a positive drug test.
- b) If the employee is ordered to submit to a testing for alcohol, the employee shall submit to an evidential breath test to be administered by a trained breath alcohol technician.
- c) Drug testing will be performed by a laboratory licensed or certified by the Department of Health and Human Services (DHHS).
- d) Initial drug screening will be done by a urinalysis drug test using an appropriate immunoassay test. No sample will be further tested upon a negative initial screening for controlled substances, including marijuana. After the negative screening, the second sample will be destroyed.

APPENDIX E (cont.)

SUBSTANCE ABUSE POLICY

- e) Each employee being tested on the basis of reasonable suspicion may consult with and be accompanied by a representative of the Union. The Union representative may confer with and advise the employee before and after the testing process, but shall not participate in the process in any way except as an observer. The testing process will not be delayed simply because the Union representative is unable to be present.
- f) The integrity of the testing process will be maintained with the utmost consideration for the privacy of the person being tested.
- g) Prior to testing for drugs, two separate containers supplied by the laboratory conducting the testing shall be prepared for each employee being tested. Each container shall have affixed a code number and the date of collection. The code number shall be recorded, together with the employee's name and signature. Two specimens will be taken at the time of collection and shall be sealed in the presence of the employee being tested.
- h) The appropriate chain of custody shall be maintained in order to verify the identity of each sample being tested.
- i) Each and every positive initial drug test will be confirmed using a gas chromatography/mass spectrometry test (GC/MS).
- j) Any employee whose drug test results in a positive report may, within ten (10) days of receiving notification of such result, request in writing to the Business Manager that the split sample be made available for retesting at a separate laboratory meeting the required Federal certification. The Board will deliver the sample to such laboratory to ensure the chain of custody. The second testing shall be at the expense of the employee.

Section 7. Results of Drug/Alcohol Screening Tests

Employees will be notified by Human Resources of the results of all drug-screening tests at the earliest appropriate time (to be determined by particular facts and circumstances). Those test results which do not indicate the presence of a drug will be sealed and there will be no indication of testing in the employee's personnel file. The employee who receives a negative report will be immediately reinstated. Results of alcohol screening tests will be immediately available at the time of the tests. Those test results which do not indicate the presence of alcohol will be sealed and there will be no indication of testing in the employee's personnel file. The employee who receives a negative report will be immediately reinstated.

APPENDIX E (cont.)

SUBSTANCE ABUSE POLICY

Section 8. Positive Test Results

Any test resulting in a positive report will be referred to the Business Manager for a complete investigation. In the event of a positive drug test, a report of such shall be prepared. Upon service, the employee against whom such report has been made shall receive a copy of the laboratory test results and shall be subject to disciplinary action.

Section 9. Opportunity for Rehabilitation

The opportunity for rehabilitation (rather than discipline) shall be granted for any employee who is not involved in any drug/alcohol related criminal activity and who voluntarily admits to alcohol or drug abuse prior to testing.

Any employee who voluntarily admits to the Business Manager his/her use of or dependence upon illegal drugs or alcohol shall be afforded the opportunity to participate in a mutually acceptable rehabilitation program.

An employee shall use accumulated sick or vacation leave for the period of absence for the purpose of obtaining treatment. All treatment will be at the sole expense of the employee, to the extent not covered by the employee's health benefits plan.

As part of any rehabilitation program, the employee may be required to undergo periodic screenings for drugs or alcohol. If, after screening, the employee has tested positive, he/she will be immediately suspended and may be subject to discipline up to and including discharge.

Section 10. Administrative Provisions

Time spent by the employee undergoing tests, as provided in Section 6 herein, shall be compensated pursuant to the terms of the Collective Bargaining Agreement.

Section 11. Tampering

Any alterations, switching, substituting or tampering with the sample or test given under this Agreement by any employee shall be grounds for immediate suspension without pay and subsequent disciplinary action which may include dismissal from the Board's employ.

Section 12. Disciplinary Procedures

First Offense: Two (2) day suspension without pay to begin at the start of the employee's next shift. Any other time for in-patient rehabilitation, excluding the suspension period, may be charged to any available leave balances in accordance with existing Employee Assistance Program policies. An employee who refuses to participate in the treatment program recommended by the Substance Abuse Professional, or who fails to report for duty following a

APPENDIX E (cont.)

SUBSTANCE ABUSE POLICY

negative return-to-duty test, will be placed on unauthorized leave. An unauthorized absence of five (5) or more days will be considered a resignation not in good standing. A failed return-to-duty test or follow-up test will be considered the same as a second offense.

Second Offense: Ten (10) working day suspension without pay to begin at the start of the employee's next shift. Any other time for in-patient rehabilitation, excluding the suspension period, may be charged to any available leave balances in accordance with existing Employee Assistance Program policies. An employee who refuses to participate in the treatment program recommended by the Substance Abuse professional, or who fails to report for duty following a negative return-to-duty test, will be placed on unauthorized leave. An unauthorized absence of five (5) or more days will be considered a resignation not in good standing. A failed return-to-duty test or follow-up test will be considered the same as a third offense.

Third Offense: A third offense will result in termination of employment.

Side Letter

Agreement between the Granby Board of Education and the UPSEU Local 424 Unit 61
Custodial and Maintenance Employees for July 1, 2016 to June 30, 2019

1. It is agreed and understood that during the term of the referenced Agreement between the Granby Board of Education and UPSEU Local 424 Unit 61 that no custodial or maintenance employees in place as of the execution of the referenced Agreement will be eliminated as a direct consequence of work the Board of Education chooses to contract out. This agreement does not prevent employees from being transferred from the BOE to the Town if the Town and BOE agree to consolidate some services. In case of a service consolidation, informational meetings will be held with the Union reps far enough in advance to identify areas of concern.