

(CUSTODIAN AGREEMENT JULY 1, 2021 - JUNE 30, 2024)

AGREEMENT  
BETWEEN  
THE  
SOUTHWICK-TOLLAND-GRANVILLE  
REGIONAL SCHOOL COMMITTEE  
AND  
SOUTHWICK-TOLLAND-GRANVILLE EDUCATION ASSOCIATION  
CUSTODIAL UNIT E

THIS AGREEMENT ENTERED INTO BY THE SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL COMMITTEE, REFERRED TO AS THE EMPLOYER, AND THE SOUTHWICK-TOLLAND-GRANVILLE CUSTODIANS ASSOCIATION, HEREINAFTER REFERRED TO AS THE ASSOCIATION, HAS AS ITS PURPOSE THE PROMOTION OF HARMONIOUS RELATIONS BETWEEN THE EMPLOYER AND THE ASSOCIATION; THE ESTABLISHMENT OF AN EQUITABLE AND PEACEFUL PROCEDURE FOR THE RESOLUTION OF DIFFERENCES; AND THE ESTABLISHMENT OF RATES OF PAY, HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT.

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## ARTICLE I

### RECOGNITION

#### A.

- 1) Pursuant to the provisions of M.G.L. c. 150E, this contract is made the first day of July, 2021, by the Southwick-Tolland-Granville Regional School Committee and the Southwick-Tolland-Granville Education Association.
- 2) The Southwick-Tolland-Granville Education Association, Inc. shall herein be referred to as the "Association" for the purposes of this agreement.
- 3) The Southwick-Tolland-Granville Regional School Committee shall herein be referred to as the "Committee" for the purposes of this agreement.
- 4) The Committee recognizes the Association for the purposes of collective bargaining as the exclusive representative of a Unit "E" consisting of all full and part-time custodians and full and part-time maintenance personnel.

B. Unless clearly and explicitly limited, qualified, or relinquished by an express provision of this agreement, the management of the Southwick-Tolland-Granville Regional Schools, including all of the normal and inherent rights, privileges and responsibilities with respect to the operation of the schools, whether exercised or not, including but not limited to the right to plan work, extend or limit operations, direct and control the working forces, hire, fire, transfer, lay-off, suspend, discipline or discharge for cause, relieve employees from duty because of lack of work or other legitimate reasons, shall remain vested solely and exclusively in the Principals, Superintendent, or designee.

C. Should any new classification/s be added to the work force, the Employer shall notify the Association of such new classification/s. The Employer and the Association shall then consult to mutually determine if such new classification/s shall be added to the bargaining unit. If the parties cannot agree, the matter shall be referred to the State Labor Relations Commission, by either party, with a request that it make a determination which shall be final and binding on both parties.

## ARTICLE II

### DISCRIMINATION AND COERCION

- A. There will be no discrimination or coercion by agents of the employer against any employee because of his/her activity or membership in the Association.
- B. There will be no discrimination or coercion by agents of the Association against any employee because of his/her desire not to be a member of the Association.
- C. There will be no discrimination or coercion by agents of the Committee or the Association against any person because of race, creed, color, sex, age, sexual orientation, gender identity, or qualified handicap and such persons shall receive the full protection of this Agreement.

## ARTICLE III

### GRIEVANCE PROCEDURE

- A. A “grievance” is a dispute which may arise between the parties, including the application, meaning or interpretation of any specific provision of this agreement, and shall be settled in the following manner.
- B. A “grievance” shall be deemed to have been waived if it has not been presented or pursued within those time limits herein set forth.
  - 1) Step 1. The Association steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute informally with the Principal in the school at which the employee is working. A formal grievance must be filed in writing with the Principal in the school at which the employee is working within fifteen (15) calendar days of the act or occurrence, or reasonable knowledge of the act or occurrence, or the grievance is waived. The Principal shall attempt to adjust the matter and shall respond in writing to the steward or representative within seven (7) calendar days.
  - 2) Step 2. If the grievance or dispute has not been settled, it shall be presented in writing to the Superintendent or his/her designee within seven (7) calendar days after the Principal’s response is due. The Superintendent of Schools or his/her designee shall respond in writing to the steward or representative within seven (7) calendar days.
  - 3) Step 3. If the grievance or dispute has not been settled, it shall be presented in writing to the School Committee within seven (7) calendar days after the Superintendent of Schools response is due. The School Committee shall respond to the steward or representative in writing within seven (7) calendar days after their next School Committee meeting subsequent to the receipt of the grievance unless such meeting occurs earlier than five (5) calendar days after the seven (7) calendar days noted above, in which case it will be presented at the first School Committee meeting following the next meeting.
- C. Failure by the grievant at Step 2 or Step 3 to reduce to writing the grievance shall be construed as being final settlement.
- D. If the grievance is not resolved to the satisfaction of the Association at Step Three, the Association may submit a written request for arbitration of the grievance to the American Arbitration Association within seven (7) business days after the Step Three response is due.
  - 1) The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument.
  - 2) The expense for the arbitrator’s services and the proceedings shall be borne equally by the employer and the association. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record.

- E. There shall be a meeting between the parties (with or without the aggrieved employee) at each step of the grievance procedure, such meeting or meetings may be waived by mutual agreement between the parties.
- F. The arbitrator is limited to interpreting the terms of this Agreement. The arbitrator may not add to, subtract from, or modify the terms of this Agreement.
- G. The parties may mutually agree in writing to extend the time limits listed herein at any level of the grievance procedure.

#### **ARTICLE IV**

##### **PROBATIONARY PERIOD**

- A. New employees must serve a nine (9) month probationary period from date of hire. During the probationary period the employer reserves the right to discharge the employee and the employee shall have no recourse to the grievance arbitration procedure. Employees who go from a part-time to a full-time position without a break in service will serve a ninety (90) calendar day probationary period in the full-time position in addition to the nine (9) month probationary period noted above.

#### **ARTICLE V**

##### **DISCHARGE, SUSPENSION, DEMOTION, DISCIPLINARY ACTION**

- A. An employee shall only be discharged, suspended, demoted, or otherwise disciplined for just cause.
- B. Any employee who has been discharged, suspended, demoted, or otherwise disciplined shall be given a written statement of the reason(s) prior to such contemplated action.  
  
If said employee alleges that he/she has been discharged, suspended, demoted or otherwise disciplined unjustly, he/she may use the grievance and arbitration procedure contained herein beginning at Step 2.
- C. Any employee who is receiving formal disciplinary action shall be entitled to have a representative of the Association present at such meeting.
- D. Review Of Personnel Files
  - 1) Employees will have the right upon written request to view the contents of their personnel files. An employee will be entitled to have a member of the Association accompany him/her during such a review.
  - 2) No matter originating after initial hiring which is derogatory to an employee's conduct, service, character, or personality will be placed in his/her personnel file unless the employee has had the opportunity to review such material. The employee will also have the right to submit a written answer to such material and his/her answer will be reviewed by the Superintendent and attached to the file copy.

- 3) Any complaint affecting an employee's professional integrity made to any member of the Administration by any parent, student, or other person will be called promptly to the attention of the employee when in the judgment of the Administration the complaint merits it. No complaint will be the basis for any action by the Committee or Administration unless such complaint has been brought to the attention of the employee.

## ARTICLE VI

### SENIORITY

- A. Effective July 1, 2012, seniority shall mean the employee's last date of hire in a custodial bargaining unit position in the Southwick-Tolland-Granville Regional School District or in each of the districts which regionalized to constitute the Southwick-Tolland-Granville Regional School District.
- B. The principle of classification seniority shall govern and control in all cases of transfer, decrease, recall of the working force as well as preference in assignment to shift work and choice of vacation period. The four (4) classification categories, beginning with the highest classification, are as follows: Category A = District Maintenance Worker; Category B = Groundskeeper/Maintenance Custodian & Day Building Custodian/Maintenance Custodian; Category C = Night Building Custodian; and Category D = Permanent Part-time Custodian.

## ARTICLE VII

### REDUCTION IN STAFF

- A. In the event it becomes necessary to reduce the number of employees or the hours of work of employees in this unit, the Committee will notify the Association and affected employees of the positions being eliminated or reduced in hours of work. Reductions in force will be done by classification seniority as defined in Article VI(B). However, regardless of an employee's classification seniority, the employee must hold a valid license in order to bump into said position if a license is required to hold the position (e.g., Groundskeeper/Maintenance Custodian). The employees in the affected positions if more senior may exercise bumping rights as follows:

The least senior employee within his/her classification. If the person reduced is the least senior employee within his/her classification, then he/she may bump the least senior employee within the next lowest classification (i.e. the least senior Category A employee, if more senior, would be eligible to bump the least senior Category B employee) and so forth until all bumping rights are exhausted. Employees cannot bump into a higher classification.

- B. An employee who exercises bumping rights must be presently qualified to perform the duties of the position that he/she bumps into. The employee must accept all of the hours of the position he/she assumes whether the hours of the position are greater than or less than the position he/she previously occupied. An employee who exercises his/her bumping rights shall receive the rate of pay associated with that new position.
- C. Employees laid off will be recalled in inverse order of their layoff to positions they are presently qualified to assume. Recall rights will not exceed two years or the length of service of the laid off employee, whichever is shorter.

### **ARTICLE VIII**

#### **JOB POSTING AND BIDDING**

- A. When a position covered by this agreement becomes vacant and the School District decides to fill such vacancy, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications. When this occurs the School Committee reserves the right to post this position with different hours. If a Reduction in Force occurs there could be a posting of new positions or positions with differing hours based on operational needs. This notice of vacancy shall remain posted for ten (10) calendar days. Employees interested shall apply in writing within the ten (10) calendar day posting period. Within twenty (20) calendar days of the expiration of the posting period, the employer will award the position based upon qualifications and evaluation ratings. If the qualifications and evaluation ratings are equal, then the position shall be awarded based upon seniority.
- B. The successful applicant shall be given a ninety (90) calendar day trial and training period in the new position at the applicable rate of pay. If within or at the end of the trial and training period it is determined that the employee is not qualified to perform the work, he/she shall be returned to his/her old position and rate.
- C. Grievances concerning job posting and bidding shall be processed beginning at the second (2nd) step.
- D. A vacancy is an opening caused by promotion, demotion, retirement, resignation transfer, termination, death or the availability of new position(s).

### **ARTICLE IX**

#### **CLASSIFICATION PLAN AND PAY RATES**

In this agreement, and made a part of it as Appendix A, shall be established a classification and pay plan. It shall list all positions covered by this agreement by title along with the wages for each position.

## ARTICLE X

### HOURS OF WORK

- A. The work week for regular full-time employees shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive.
- B. Rest Period: All employees covered by this Agreement shall be entitled to a fifteen (15) minute rest period for each four (4) hours of work.
- C. The employees shall work the following each day:

#### SCHOOL HOURS:

Woodland Elementary School	6:30 a.m. to 3:00 p.m. lunch-unpaid 11:00- 11:30a.m.
Night Custodian	3:00 p.m. – 11:00 p.m.
Part-time employees	6:30 p.m. to 10:30 p.m.
Powder Mill School	6:00 a.m. to 2:30 p.m. lunch-unpaid 11:00- 11:30a.m.
Night Custodian	2:30 p.m. – 10:30 p.m.
Part-time employees	3:00 p.m. to 7:00 p.m.
High School	6:00 a.m. to 2:30 p.m. lunch-unpaid 11:00-11:30a.m.
Night Custodian	2:30 p.m. – 10:30 p.m.
Part-time employees	6:30 p.m. to 10:30 p.m.
Summer Hours -	6:00 a.m. to 2:30 p.m.*
Part-time employees (Summer)	8:00 a.m. to noon p.m.
Occasional 8 hour days may be approved by Maintenance Supervisor	
Maintenance	7:00 a.m. to 3:30 p.m. lunch - unpaid 11:30 a.m. — 12:00 p.m.

The above hours may be changed at the discretion of the Supervisor of Buildings and Grounds. On all “non-school”, days during the school year, the staff will maintain the regular hours as provided above unless otherwise instructed by the Supervisor of Buildings and Grounds.

\*There shall be one calendar year custodian assigned to work from 7:00 a.m. to 3:30 p.m. each workday during the summer. The District will request volunteers for the 7:00 a.m. to 3:30 p.m. shift. If there are no volunteers the least senior calendar year custodian shall be assigned to this shift.

All night custodians working six (6) or more hours will receive a paid thirty (30) minute lunch, but must remain on school grounds.

- D. The employer reserves the right to require employees to fill out a time slip, and submit such time slips to administration daily.
- E. Part-time employees will be offered the first right of refusal for summer work at their current rate of pay, however, it is understood that such summer work is non-bargaining unit work.

## ARTICLE XI

### OVERTIME

- A. Overtime will be paid at the rate of time and one half (1.5x) of the employee's regular hourly rate. Overtime work is defined as either working more than eight (8) hours in a day or exceeding forty (40) hours of paid time in a week. Paid time for calculation of hours towards overtime includes actual hours worked, as well as use of accumulated paid leave such as sick or personal leave. There shall be no pyramiding or compounding of overtime pay. For example, an employee who works 10 hours in a given day, and has 42 hours of paid time in that same week, will only be entitled to two (2) hours of overtime pay at the rate of time and one half (1.5x).
- B. Custodians who work on Sundays shall be paid at a double time (2x) rate of pay. There shall be no pyramiding or compounding of overtime pay. i.e. the maximum amount paid for work performed by employees on Sunday will be double (2x) an employee's hourly rate of pay.
- C. Any employee called back to work on Saturday or on the same day after having completed his/her assigned work and left his/her place of employment and before his/her next scheduled starting time, shall be paid at the rate of time and one-half or double time (holidays or Sundays) for all hours worked on recall. He/she shall be guaranteed a minimum of two (2) hours pay at the appropriate time and one-half (1.5x) if recalled during the normal work week; a minimum of two (2) hours pay at time and one-half (1.5x) if recalled on a Saturday; and a minimum of two (2) hours pay at double time (2x) if recalled on a holiday or a Sunday.
- D. Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their work week. To this end, overtime will be offered on a rotating basis. i.e. the first opportunity would be offered to the most senior employee, with future opportunities beginning with the next most senior employee through the entire seniority list. When in case of emergency, it is necessary to call in personnel from other areas to aid and assist, the personnel from areas other than the area which normally performs such related work shall be released from their duties first when the work load lessens.
- E. The employer shall keep adequate records of the overtime worked for each area.
- F. In case of a grievance involving such records, they shall be subject to examination by the association representative or steward with the representative of the employer.

## ARTICLE XII

### HOLIDAYS

A. The following days shall be paid holidays:

NEW YEAR'S DAY

INDEPENDENCE DAY

PRESIDENTS' DAY

COLUMBUS DAY

GOOD FRIDAY

VETERANS' DAY

PATRIOTS DAY

THANKSGIVING DAY

MEMORIAL DAY

MARTIN LUTHER KING DAY

JUNETEENTH

LABOR DAY

- B. Should the employer declare any other day a holiday or skeleton force day, the employees not required to work shall receive a regular day's pay. Employees required to work that day shall be granted another day off with pay.
- C. Holiday pay shall be eight (8) hours pay at straight time rate.
- D. If a holiday occurs within an employee's vacation period, he/she shall receive an additional day's vacation with pay.
- E. Any employee who works on any holiday shall receive in addition to his/her holiday pay, an amount equal to two times (2x) his/her regular rate of pay for all hours worked but in no case shall this be less than eight (8) hours pay at the double time (2x) rate (4 hr. min. callback).
- F. The Superintendent will notify employees at least thirty (30) calendar days in advance if employees are going to be permitted to leave early on the day prior to Christmas Day, New Year's Day, or Thanksgiving Day. This notice will be predicated on the buildings being appropriately prepared for the first school day following the holiday.

## ARTICLE XIII

### VACATIONS

- A. Vacation leave, with pay, shall be credited on July 1 as follows: Ten (10) working days will be allowed annually to all full-time employees with five (5) or less years of service. Starting with the sixth (6th) year of service, fifteen (15) working days will be allowed annually. Starting with the eleventh (11th) year of service, twenty (20) working days will be allowed annually. Starting with the twentieth (20th) year of service, twenty-five (25) working days will be allowed annually.
- B. During the first year of employment employees can accumulate one (1) day of vacation for each month worked up to a maximum of ten (10) days for the first year of employment.

- C. If employment with the district ends prior to the completion of the full contract year, payout of vacation days shall be based on monthly accrual of vacation days (calculated by taking the total number of vacation to be earned and dividing by 12) commencing on July 1st. In the event the employee has used vacation days in advance of accrual in the final year of employment, the employee shall repay the district for all vacation days that had been credited in advance and used. If separation with the district is caused by death, any payments shall be made to the employee's estate.
- D. The employer agrees to change any previously scheduled vacation in instances where the employee becomes ill prior to the commencement of his/her vacation leave.
- E. Vacation time is subject to mutually satisfactory arrangements between the school administration and the employee.
- F. The Association agrees that each Maintenance/Custodial employee will make his/her request for vacation time in writing to the Supervisor of Building and Grounds on or before May 15 of each year. The employee shall be notified of the vacation schedule on or before May 30. It is understood that the scheduling of vacation time is completely within the discretion of the Supervisor of Buildings and Grounds. In the event of conflict of assignment of vacation, seniority shall prevail.

Persons refused vacations as requested shall be furnished with a reason for such refusal in writing.

Maintenance and Custodial employees shall be allowed to take one (1) week of their earned vacation time, if so desired, between September 1 and May 30 as long as not more than two (2) Maintenance/Custodial employees throughout the whole maintenance/custodial workforce are scheduled to be out in any given week. However, two (2) Maintenance/Custodial employees assigned to the same building cannot be scheduled to be out on the same week. The Supervisor of Buildings and Grounds, at his/her sole discretion, may permit more than two (2) employees to be on vacation at a given time. Denials for requests beyond two (2) employees on vacation at a given time shall not be subject to grievance and arbitration provisions of this Agreement. In the event three (3) or more employees throughout the whole maintenance/custodial workforce and/or two (2) or more employees who are assigned to the same building request the same week, then seniority shall prevail. Maintenance and Custodial employees can submit a written request to be allowed to take a second week of their earned vacation time between September 1 and May 30 to the Superintendent of Schools. The decision whether to grant said request is at the sole discretion of the Superintendent of Schools. No more than one (1) Maintenance and Custodial employee throughout the whole maintenance/custodial workforce can take vacation time during the five (5) work days prior to the first teacher work day and/or the five (5) work days after the last teacher work day. In the event that two (2) or more employees request the same week during said time periods, then seniority shall prevail.

- G. Up to five (5) vacation days may be carried into the next year but not accumulated from year to year.

## ARTICLE XIV

### SICK LEAVE

- A. Each employee shall be credited with sick leave at the rate of one and one-half (1 1/2) days for each month of service. Sick leave credit will begin the first day of the month in which the employee is employed. Eighteen (18) days sick leave will be credited for eligible employees each July 1. New hires must have worked at least six (6) months in the preceding year to receive eighteen (18) days sick leave on July 1 (otherwise new hires will continue to receive one and one-half (1 1/2) days for each month of service until the succeeding July 1).

- 1) Sick leave may be accumulated up to an amount equal to the number of actual work days in the employee's work year.

- B. Effective July 1, 2011, each part-time employee shall be credited with sick leave at the rate of one and one-half (1 1/2) days for each month of service up to three (3) sick days per year. Sick leave credit will begin the first day of the month in which the employee is employed. Three (3) days of sick leave will be credited for eligible part-time employees each July 1. New hires must have worked at least six (6) months in the preceding year to receive three (3) sick days on July 1 (otherwise new hires will continue to receive one and one-half (1 1/2) days for each month of service until the succeeding July 1). Part-time employees may not accumulate sick leave days.

Effective July 1, 2015, each part-time employee shall be credited on July 1 with a prorated amount of sick leave based upon the part-time employee's FTE. For example, if an employee works 0.5 FTE, then said employee will be credited with nine (9) days of sick leave on July 1. Part-time employees may accumulate up to forty-five (45) sick leave days.

- C. Sick leave shall be granted for sickness or injury and for absence because of quarantine in the family.
- D. Previously accumulated sick leave credits shall be restored to employees returning from approved leaves of absence.
- E. A doctor's excuse may be required after three (3) days for any absences. These days do not have to be concurrent days. A doctor's excuse may be required if there is a pattern of sick leave usage and/or if the District suspects abuse of sick leave.
- F. Employees may use up to fifteen (15) of their eighteen (18) annual sick leave days per school year for the purpose of caring for a parent, child, spouse, grandparent, sibling or other family member or significant other living in the same domicile. In addition, if the leave is covered by an approved FMLA application to care for an immediate family member, then the employee may use an additional ten (10) days of their accumulated sick leave.

- G. Employees shall be informed annually as to the number of sick leave days they have accumulated.
- H. In the event an employee does not use any personal (or family) sick leave from July 1 to December 31 of any school year, he/she will receive a bonus of \$100. If the employee does not use any sick leave from January 1 to June 30, he/she shall receive a bonus of \$100.
- I. It shall be the duty of the employee in time of sickness to notify his/her supervisor as soon as possible that he/she will be unable to attend to his/her duties and except in emergency situations by the start of his/her workday.
- J. When there is a snow day and a bargaining unit member is required to change his/her schedule, the bargaining unit member will be allowed to attend previously scheduled medical appointments, and will provide a medical note after the medical appointment has occurred.

## ARTICLE XV

### LEAVES OF ABSENCE

#### A. Bereavement Leave:

- 1) In the event of death of an employee's spouse, son, daughter, stepchild, brother, sister, grandparent, grandchild, mother, father, stepmother, or stepfather, full-time employees will be granted leave with pay in the amount of five (5) working days and part-time employees will be granted leave with pay in the amount of three (3) working days.
- 2) In the event of death of an employee's mother-in-law or father-in-law, full-time and part-time employees will be granted leave with pay in the amount of three (3) working days.
- 3) Bereavement leave shall not be charged to sick leave or vacation leave. The Superintendent of Schools may also grant bereavement leave when the person was living in the employee's immediate household or others at the discretion of the Superintendent.

#### B. Jury Duty

- 1) An employee actually serving on Jury Duty or who actually reports to Court for jury services as required by said Court for any portion of the workday shall receive his/her regular rate of pay for each day served, reduced by the amount of jury pay received from the Court. Jury pay received for service on non-working days shall not be deducted from the employee's pay. Jury pay shall not include any meal or travel expenses paid by the Court. The normal pay of an employee shall not be interrupted by Jury Duty. However, if the employee has not reimbursed the School District for Jury pay within two (2) weeks of receiving such pay, the District shall deduct said amount from the employee's pay.

- 2) An employee serving on Jury Duty must furnish the Committee information with respect to days actually served on Jury Duty, days or any portion of a day, the employee reported to the Court for service as required by the Court, and the amount of Jury pay (not including meals or travel expenses paid by the Court) received from the Court.
- 3) An employee on call for Jury Duty shall notify the building administrator as soon as possible if he/she is scheduled to serve on Jury Duty the next day.

C. Personal Days

- 1) Three (3) personal days may be taken per school year. The Superintendent, within his/her sole discretion, may also grant one (1) additional personal day for compelling personal reasons. Personal day requests must be submitted in writing to the Supervisor of Buildings and Grounds at least two (2) work days before the day is actually taken, and prior approval to take a personal day must be obtained from the Superintendent. The personal days shall not be used to extend a vacation or a holiday unless emergency or circumstances beyond the employee's control dictate otherwise.
- 2) One (1) additional personal day shall be granted to employees with fifteen (15) or more years of service in the district. A 48 hour notice will be given to the Superintendent. The personal day shall not be used to extend a vacation or a holiday unless emergency or circumstances beyond the custodian's control dictates otherwise.

D. Military Leave

- 1) Any employee shall be entitled to leave of absence during the time of his/her compulsory services in the Armed Forces of the Commonwealth or during a compulsory annual tour of duty not exceeding seventeen (17) days as provided in Chapter 33, Section 59 of the General Laws as a member of a reserve component of the Armed Forces of the United States, and shall receive the difference between his/her normal or regular pay and military pay.
- 2) He/she shall also be entitled to the same leave of absence or vacation with pay given to other like employees.

E. Statutory Leave

The School Committee shall abide by the provisions of the Family and Medical Leave Act ("FMLA"), M.G.L. c. 149, § 105D (the so-called Massachusetts Parental Leave Act ("MPLA")), Small Necessities Leave Act ("SNLA") M.G.L. c.149, s. 52D, and the Domestic Violence Leave Act ("DVLA") Chapter 260. The School Committee's policies regarding the above-referenced provisions will be posted in each administrative office.

Leaves under the provisions of this Agreement, which are also eligible under the FMLA and/or MPLA, shall run concurrently as both FMLA/MPLA and contractual leave, and the more liberal of the provisions shall apply.

F. Witness Leave

An employee who is required by the School Committee to appear in court on behalf of the School District shall be considered to be on working time during such appearance.

An employee who is subpoenaed to testify at a court trial as a result of his/her employment with the School District shall also be considered on working time provided the employee is not a party plaintiff in a non-criminal matter or the defendant in a criminal matter on a work day.

G. Child-Rearing Leave

Employees shall be eligible for up to one (1) year and then the remainder of the current semester of unpaid leave for child-rearing commencing at childbirth or adoption. Requests for leave under this section must be submitted in writing to the Superintendent.

H. Other leaves of absence of up to one (1) year without pay may be granted by the Committee.

I. A maximum of three (3) days of absence will be allowed for religious observances during the school year, where the tenets of the religion require the person to refrain from work or attend a religious ceremony which conflicts with the employee's work hours.

## ARTICLE XVI

### WORKING OUT OF CLASSIFICATION

A. While the Employee is performing the duties of a position in a higher grade of compensation other than the position in which he/she performs regular service for two (2) consecutive days, he/she shall be compensated at the rate of pay associated with the higher grade.

B. While performing the duties of a position in a lower classified grade of compensation than the grade of the position in which he/she performs regular service, an employee shall be compensated at his/her regular rate of pay.

C. Temporary Assignment

- 1) The Superintendent or his/her designee shall retain the right to fill positions on a temporary basis from within the bargaining unit for the first sixty (60) working days of a temporary assignment.
- 2) Upon the sixty-first (61st) working day, such temporary position shall be offered to the bargaining unit and assigned on a seniority basis for the duration of the temporary assignment.

- 3) When an employee is temporarily assigned to fill the position of an absent employee, he/she shall have the full responsibility of that position until the first (1st) work day of the return of the absent employee.

## ARTICLE XVII

### SEVERANCE PAY

- A. Upon retirement from the Southwick-Tolland-Granville Regional School District, an amount equal to twelve (12) hours pay, at the prevailing rate, for each year of service for any employee with fifteen (15) or more years of service will be paid at one time at the end of his/her final year of employment.
- B. Notification of intent to retire must be submitted the year previous to the intended final year of employment.
- C. In case of unexpected retirement due to death or incapacitating injury, the one year notification may be waived by the School Committee. In case of death, the severance payment will be made to the employee's estate.

## ARTICLE XVIII

### EVENINGS AND WEEKENDS

- A. At least one (1) school custodian must be present at all times when a building or its facilities are in use for all non-school related authorized functions.
  - 1) Although the prime responsibility of the custodian is the protection of school property, it is expected that the custodian will assist with functions in the setting up, and restoring of the facilities, assistance in the use of school equipment authorized for use, and any other duties which may reasonably be requested.
  - 2) Notwithstanding the language contained in Section A above, the need for a custodian to be present for fundraising activities during weekends and/or holidays shall be at the discretion of the School Committee or its designee. If custodian(s) are required at any of these events, only unit members will fill the position at the prevailing rate. At no time will a non-bargaining unit member be paid for work that is normally performed by bargaining unit members. It is understood that the building can be opened and closed by non-bargaining unit members.
- B. The need for a custodian to be present during school-related functions shall be at the discretion of the School Committee or its designee.
- C. Reimbursement for employees for services outlined in paragraphs A and B of this Article shall be paid at time and one-half (1.5x) or double time (2x) for all hours worked.

## ARTICLE XIX

### FULL-TIME EMPLOYEE BENEFITS

The following benefits are for full-time custodial employees only unless otherwise stated:

holidays	personal days
vacations	maternity leave
sick leave	severance pay
bereavement leave	differential pay

## ARTICLE XX

### JOB DESCRIPTIONS

Employees will be provided with job descriptions. These job descriptions may be modified during the term of this Agreement by the employer based on operational considerations.

## ARTICLE XXI

### MISCELLANEOUS PROVISIONS

#### A. Labor-Management Meeting

- 1) The association shall designate two (2) employees of the bargaining unit who shall meet with the Superintendent of Schools or his/her designated representative from time to time at the request of either party for the purpose of discussing matters within, or out of the scope of this agreement.

## ARTICLE XXII

### SICK LEAVE BANK

1. It shall be the policy of the Southwick-Tolland-Granville Regional School Committee to establish an Educational Support Personnel Sick Leave Bank, herein known as the "Sick Leave Bank," the purpose of which shall be to enable the members of the bargaining units covered by the current working agreement between the Southwick-Tolland-Granville Regional School Committee and the Southwick-Tolland-Granville Education Association – Custodial Unit, Paraprofessional Unit, and Secretarial Unit - to voluntarily contribute a portion of their sick leave accumulation for use by a participating member whose sick leave is exhausted through prolonged illness of ten (10) consecutive work days.
2. Eligibility for membership in the Sick Leave Bank is gained by:
  - a. Agreement by an applicant to contribute one earned sick leave day to the bank. This agreement must be in written form.

- b. Application for membership is through the Southwick-Tolland-Granville Education Association – Custodial Unit, Paraprofessional Unit and/or Secretarial Unit – through the chairperson.
  - c. The initial list of participating members shall be posted in each building no later than thirty (30) days after the implementation of the Sick Leave Bank, and a supplementary list will be posted as required.
  - d. Application for membership to the Sick Leave Bank will be made during the month of July for full-year employees and during the month of September for school-year employees. New hires may complete an application for Sick Leave Bank membership within thirty (30) days of his/her starting date, but may not have entitlement to Sick Leave Bank benefits until the completion of his/her probationary period or until six (6) months from his/her starting date, whichever period is longer.
  - e. Members of the Sick Leave Bank will contribute one (1) day upon application for membership.
  - f. Payments from the Sick Leave Bank are made on a work day basis.
  - g. The Sick Leave Bank will be considered depleted if its number of days on deposit goes down to 1/3 of the total number of participants. At that time, all participants will be assessed an additional day with no more than two (2) days assessed in one year.
  - h. Anyone using sick days from the bank should make every effort to pay back to the Bank the days they have taken. Up to five (5) sick days will be taken on the first day of the next contractual year and on the first day of subsequent contractual years until full repayment has been made or alternative arrangements for repayment shall be made through the Sick Leave Bank Committee. Upon voluntary or involuntary termination of employment in the unit, any days owed to the Bank will be deducted on a per diem basis from his/her final salary payment. Notwithstanding the above, the final pay for the hours actually worked will be at least equal to minimum wage.
3. The Sick Leave Bank Committee shall consist of:
  - a. Three (3) members of the Southwick-Tolland-Granville Regional School Committee;
  - b. One member from each Southwick-Tolland-Granville Education Association unit included in this Article (3 total);
  - c. The President of the Southwick-Tolland-Granville Education Association or designee;
  - d. The Superintendent of Schools
4. The duties of the Sick Leave Bank Committee shall be as follows:
  - a. To govern all phases of the Sick Leave Bank, including the option to accept or reject an application for sick leave.

- b. A review of long-term cases will be in order after each thirty (30) day withdrawal or at anytime if suspect of abuse. In either case an attending physician's statement must be forwarded to the Sick Leave Bank Committee by the attending physician.
5. The benefits of the Sick Leave Bank are as follows:
    - a. Participants must exhaust all accrued sick days before drawing from the Sick Leave Bank.
    - b. Application to the Sick Leave Bank Committee must be made prior to the expiration of sick days to expedite benefits.
    - c. All applications must include certification by a physician.
    - d. A maximum benefit of 183 days of sick leave may be drawn from the Sick Leave Bank. Sick days are defined as working days excluding holidays and vacations.
  6. The decision of the Sick Leave Bank Committee will be final and binding and not subject to the grievance procedure.
  7. The Committee recognizes the option of the units to seek to join its Sick Leave Bank with other units and negotiate modification of limits described above.
  8. The limits described above may be suspended upon mutual agreement of the Southwick-Tolland-Granville Education Association and the Committee, for the purpose of initial establishment of this Article.

**SICK LEAVE BANK APPLICATION FORM**

APPLICANTS NAME (PRINTED): \_\_\_\_\_

SCHOOL \_\_\_\_\_ POSITION: \_\_\_\_\_

I hereby apply to participate in the Sick Leave Bank as established by the Southwick-Tolland-Granville Regional School Committee.

As part of my acceptance, I agree to contribute to the Sick Leave Bank one earned sick leave day from my accrued sick leave.

Further, I accept all the conditions specified in the Southwick-Tolland-Granville Regional School Committee and Southwick-Tolland-Granville Education Association Inclusive Sick Leave Bank Policy.

\_\_\_\_\_  
SIGNATURE OF APPLICANT

## **ARTICLE XXIII**

### **ASSOCIATION DAY**

One (1) paid Association day for one (1) employee may be taken per school year. The employee must notify the Superintendent of Schools at least five (5) calendar days before the day is actually taken.

## **ARTICLE XXIV**

### **CLOTHING ALLOWANCE**

The District will provide up to two hundred and seventy five dollars (\$275.00) for full-time bargaining unit members, and up to two hundred dollars (\$200.00) for part-time bargaining unit members for the purchase of work-related foul weather gear and work related shirts, socks, and pants per fiscal year. Receipts for all purchases must be submitted to the Supervisor of Buildings and Grounds for reimbursement. Such reimbursement shall be made in a timely manner. Foul weather gear includes jackets, steel-toed or safety boots/shoes (composite toe), hats, gloves, and other related items with the advance approval of the Supervisor of Buildings and Grounds. Custodians are required to wear non-marking, non-slip steel-toed or safety boots/shoe (composite toe).

## **ARTICLE XXV**

### **IN-SERVICE**

In-service programs will be free of charge. When required courses are given at a time other than the regular working day of the employee, he/she will be reimbursed at his/her hourly rate. The supervisor of each employee, with the approval of the Superintendent, will be responsible for determining whether or not the course is required for the effective performance of duties relevant to his/her position. Such reasons will be in writing. Course work or training needed to remediate deficiencies in current performance, under job description, will not be paid for by the School Committee.

## **ARTICLE XXVI**

### **EVALUATION PROCEDURE**

The purpose of evaluation is to improve employee performance, not as a basis for dismissal or movement on the salary schedule. A fundamental guiding principle is that all evaluations will be the result of a cooperative process where a positive atmosphere is maintained between the evaluator and employee in the assessment of employee performance. The evaluation process will provide clear, personalized and constructive feedback.

Each employee shall receive at least one (1) evaluation during his/her probationary period. Thereafter, each employee will be evaluated once annually by his/her immediate supervisor (building principal; supervisor of building and grounds) prior to March 31<sup>st</sup>.

Each evaluation will include a follow-up conference between the employee and the supervisor. After the conference, the employee shall sign the written evaluation form within five (5) working days; however, such signature shall only indicate the employee's awareness of the evaluation and shall not be interpreted to mean agreement with the evaluation. The signed evaluation will be placed in the employee's personnel file and a copy of the report will be provided to the employee.

## ARTICLE XXVII

### ACCIDENT AND HEALTH INSURANCE

The Southwick-Tolland-Granville School Committee will provide health insurance coverage in accordance with M.G.L., c. 32B, s. 7 and as follows:

- Fifty percent (50%) of the premium of a \$10,000 term life insurance plan.
- Fifty percent (50%) of the premium of an individual or family coverage, whichever applies in the particular case, for health insurance coverage. Blue Cross/Blue Shield Master Medical Plan is no longer an option for either current employees or retirees.
- Insurance riders will be made available to the bargaining unit members provided the rider conforms to State Laws (32B) and the insurance carrier(s) clauses as contracted by the Regional District.
- Fifty percent (50%) of the premium of the dental insurance plan for individual or family coverage.

The School Committee shall maintain a Cafeteria Plan of the type authorized by the Internal Revenue Code s. 125 and Chapter 697, Section 132 of the Acts of 1987, for the single purpose of enabling employees to pay their share of the premiums for their health insurance with pre-tax earnings.

## ARTICLE XXVIII

### WORKERS COMPENSATION

Employees who are injured in the course of employment receive coverage for salary and medical costs in accordance with the provisions of M.G.L., c.152. Additionally, employees who are covered for Workers' Compensation benefits may use accumulated unused sick and personal leave to bring their pay up to their full salary in accordance with M.G.L., c.152, s.69. During the time period that the employee is receiving full salary under M.G.L., c.152, s.69 a copy of all checks issued to the employee by Workers' Compensation insurance carrier will be turned over to the District so that the employee will not receive any payment in excess of the employee's full salary. Employees may not use sick or personal days to bring their pay up to full salary beyond one calendar year.

## ARTICLE XXIX

### PAYROLL DEDUCTIONS

1. **Tax-Sheltered Annuities.** Employees will be eligible to participate in tax sheltered annuity plans, in conformity with M.G.L., c. 71, s. 37B. If an employee wishes to modify the amount of the payroll deductions or change the party to whom the payroll deduction is to be sent, the employee must notify the business office of this intent in writing. No individual may change their TSA more than once in one school year.
2. **Dues Deduction.** The School System agrees to deduct dues for the Association from the salaries of employees, as said employees individually and voluntarily authorize the School System to deduct, and to transmit the moneys to the Association. The employees' authorization and direction for payment of said deduction to the Association will be in writing and filed with the District Treasurer.
  - a. The authorization for such deduction may not be changed by the employees during any school year.
  - b. The School Committee agrees that in accordance with the above, it will deduct from the employees' salary, in equal installments, an amount authorized for Association dues. The School System in no event will be liable for the payment of any dues for any employee under this article. Any enforcement of this article is solely and exclusively with the Association.

## ARTICLE XXX

### CRIMINAL OFFENDER RECORD INFORMATION CHECKS

It shall be a condition of employment that employees maintain all applicable job qualifications, including providing all background check eligibility information as required by law.

#### A. CORI Background Check

Criminal offender record information ("CORI") checks pursuant to Chapter 385 of the Acts of 2002 will be conducted in accordance with the following:

1. CORI checks will be conducted once every three (3) years for employees covered by this Agreement, or more often with reasonable cause.
2. A copy of a CORI report will be available to the employee. If the CORI report shows any activity, a copy will be sent to the employee.

3. All CORI reports will be maintained in the Superintendent's office in separate confidential files.
4. The Superintendent or other administrator in his/her central office designated by the Superintendent will be the only persons authorized to request CORI checks.
5. Any disciplinary action taken as a result of CORI checks will be in accordance with this Agreement and/or law.

B. SAFIS Background Check

In accordance with Chapter 77 of the Acts of 2013 ("An Act Relative to Background Checks"), Massachusetts established the Statewide Applicant Fingerprint Identification Services (SAFIS) program to support fingerprint based state and national criminal history record information (CHRI) checks. All bargaining unit members, as school employees, are subject to the SAFIS programs and are required to submit for the District's review a CHRI report. Based upon the results of the CHRI report, the District shall make a determination regarding the employee/applicants suitability to work for the District.

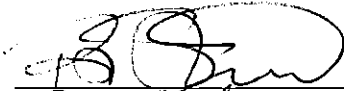
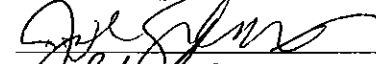
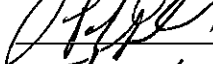


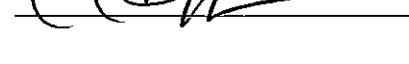
## ARTICLE XXXI

### DURATION

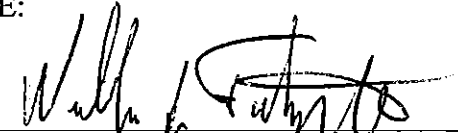
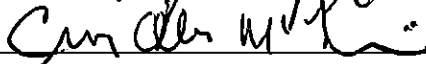
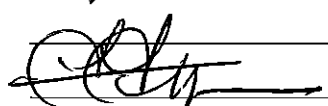
- A. This agreement between the employer and the association shall become effective on the first day of July 2021 and shall continue in full force and effect to and including June 30, midnight, 2024, and shall be continued for an additional year unless at least sixty (60) days prior to June 30, 2024, either the Association or the Employer gives written notice to the other that it desires to amend this agreement.
- During negotiations of proposed amendments, the terms of this agreement shall remain in full force and effect.

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

FOR THE SOUTHWICK-  
TOLLAND-GRANVILLE  
REGIONAL SCHOOL  
COMMITTEE:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

FOR THE SOUTHWICK-TOLLAND-  
GRANVILLE EDUCATION  
ASSOCIATION – CUSTODIAL UNIT  
E:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX A**

**SALARY SCHEDULE**

<u>Effective</u>	District Maintenance Worker <u>Per Hour</u>	Groundskeeper/Maintenance Custodian & Day Building Custodian/Maintenance Custodian <u>Per Hour</u>	Night Building Custodian <u>Per Hour</u>
	July 1, 2021	26.48	22.67
July 1, 2022	27.28	23.35	22.44
July 1, 2023	28.09	24.05	23.11

The groundskeeper/maintenance custodian will receive a stipend of one thousand dollars (\$1,000) paid in the final payroll in June.

Longevity

Longevity shall be plaid in the final pay period of each fiscal year as follows:

1 – 5 years	\$200
6 – 10 years	\$400
11 – 15 years	\$700
16 – 20 years	\$1,000
20+ years	\$1,300

**APPENDIX B**

**Southwick-Tolland-Granville Regional School District**

**CUSTODIAL UNIT E EVALUATION FORM**

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

DATE: \_\_\_\_\_

	<b>EXCEEDS EXPECTATIONS</b>	<b>MEETS EXPECTATIONS</b>	<b>NEEDS IMPROVEMENT</b>	<b>UNSATISFACTORY</b>
<b>QUALITY &amp; QUANTITY OF WORK:</b>				
Demonstrates knowledge of the job				
Performs work with accuracy				
Work is neat and presentable				
<b>WORK HABITS:</b>				
Observes established working hours/days				
Completes work within an appropriate time frame				
Demonstrates the ability to work without immediate supervision				
Complies with school policies				
Endeavors to improve skills				
Accepts new ideas and procedures				
Accepts constructive criticism & suggestions				
Demonstrates responsibility				

Exercises appropriate judgment				
Adapts to emergency situations				
<b>RELATIONSHIPS WITH OTHERS:</b>				
Works well with co-workers				
Works well with the public				
Cooperates with supervisors & other staff members				
Observes established channels of communication				

**Southwick-Tolland-Granville Regional School District**

**CUSTODIAL UNIT E EVALUATION FORM**

**NARRATIVE:**

**COMMENTS OF EMPLOYEE:**

---

Date of Discussion with Supervisor

---

Signature of Employee being Evaluated  
(Does not imply agreement or disagreement with evaluation)

---

Signature of Supervisor

## APPENDIX C-1

### **Southwick-Tolland-Granville Regional School District**

#### **DRUG AND ALCOHOL POLICY**

1. The School Committee hereby notifies employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substance or alcohol is prohibited in the Southwick-Tolland-Granville Regional School District. Violation of such prohibition can lead to dismissal.
2. An ongoing drug and alcohol free awareness program is established to inform employees about:
  - The dangers of drug or alcohol abuse in the workplace;
  - The Southwick-Tolland-Granville Regional School District's policy of maintaining a drug and alcohol free workplace;
  - Any available drug and/or alcohol counseling, rehabilitation and employee assistance programs; and
  - The penalties that may be imposed upon employees for drug and/or alcohol abuse violations occurring in the workplace or outside the workplace.
3. As a condition of continuing employment all employees will:
  - Abide by the terms of this policy; and
  - Notify the Southwick-Tolland-Granville Regional School District, in writing, of any criminal drug and/or alcohol statute conviction for a violation occurring in the workplace (e.g., Southwick-Tolland-Granville Regional School District) while conducting school department business, or a violation occurring outside the workplace, no later than five (5) calendar days after such conviction.
4. The Southwick-Tolland-Granville Regional School District will notify any agency granting funds to the Southwick-Tolland-Granville Regional School District, in writing, within ten (10) calendar days after receiving notice under subparagraph (3), from an employee or otherwise receiving actual notice of such conviction.
5. The Southwick-Tolland-Granville Regional School District will take one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (3), with respect to any employee who is so convicted.
  - Taking appropriate personnel action against such an employee, up to and including termination; or

APPENDIX C-1

**OUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT  
DRUG AND ALCOHOL POLICY**

**Page 2**

- Requiring such employee to participate satisfactorily in a drug and/or alcohol assistance or rehabilitation program approved for such purposes by the federal, state or local health, law enforcement or other appropriate agency. If a court orders an employee to participate in a drug and/or alcohol abuse assistance or rehabilitation program, the Southwick-Tolland-Granville Regional School District may deem such order an acceptable alternative. (Discipline will be taken in accordance with existing collective bargaining contracts and/or personnel policy practices.)

6. Each employee is given a copy of this policy annually.

This is to certify that I have received and read the Drug and Alcohol Policy adopted by the Southwick-Tolland-Granville Regional School District. I understand that this acknowledgement and agreement are required as a condition of continued employment.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

**APPENDIX C-2**

**Southwick-Tolland-Granville Regional School District**

**EMPLOYEE CONVICTION/DISPOSITION REPORT**

THIS REPORT MUST BE FILED WITH THE SUPERINTENDENT OF SCHOOLS NO LATER THAN FIVE (5) DAYS FOLLOWING ANY CONVICTION (INCLUDING PLEAS OF GUILTY, NOLO CONTENDERE, OR ANY OTHER DISPOSITION) WHICH DOES NOT RESULT IN AN ACQUITTAL OF VIOLATING A CRIMINAL DRUG OR ALCOHOL STATUTE, ARISING FROM EITHER WORKPLACE CONDUCT OR CONDUCT OUTSIDE OF THE WORKPLACE, FAILURE TO SO REPORT TO THE SUPERINTENDENT, WITHIN FIVE (5) DAYS MAKES YOU LIABLE TO DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION. (DISCIPLINE WILL BE TAKEN IN ACCORDANCE WITH EXISTING COLLECTIVE BARGAINING CONTRACTS AND/OR PERSONNEL POLICY PRACTICES.)

EMPLOYEE NAME: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

POSITION: \_\_\_\_\_ DATE HIRED: \_\_\_\_\_

I hereby report that I was convicted of, or plead guilty to/nolo contendere to, the following violation of a criminal drug or alcohol statute arising from workplace conduct or conduct outside of the workplace. (Describe violation, when and where it happened):

This conviction/disposition was entered in the following court at the date shown.

COURT: \_\_\_\_\_ DATE: \_\_\_\_\_

TODAY'S DATE: \_\_\_\_\_

I understand that within thirty (30) days of today's date, the Southwick-Tolland-Granville Regional School District must either discipline me, including the possibility of terminating me, or refer me for participation in an authorized drug and/or alcohol abuse assistance or rehabilitation program. If referred, and accepted by, I must satisfactorily take part in the program to continue my employment in the Regional School District. If a court orders an employee to participate in a drug and/or alcohol abuse assistance or rehabilitation program, the Southwick-Tolland-Granville Regional School District may deem such order an

**APPENDIX C-2**

**SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT  
EMPLOYEE CONVICTION/DISPOSITION REPORT**

**Page 2**

acceptable alternative. (Disciplinary action in accordance with existing collective bargaining contracts and/or personnel policy practices.)

\_\_\_\_\_ Disciplinary Action

\_\_\_\_\_ Drug and/or Alcohol Abuse  
Assistance or Rehabilitation Program

Signature: \_\_\_\_\_

Date: \_\_\_\_\_