

AGREEMENT  
BETWEEN  
NORWICH BOARD OF EDUCATION  
AND  
NORWICH EDUCATIONAL ADMINISTRATIVE ASSISTANTS  
LOCAL 1303-190 OF COUNCIL #4  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

July 1, 2015- June 30, 2018

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## PREAMBLE

This Agreement is made and entered into by and between the Norwich Board of Education (hereinafter referred to as the "Board"), and the Norwich Educational Administrative Assistants, Local 1303-190, of Council #4, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

## ARTICLE I

### RECOGNITION

1.1 The Board recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining on matters of wages, hours of employment and other conditions of employment for all office personnel engaged in secretarial and clerical work in the public school system of the City of Norwich, with the specific exception and exclusion therefrom of the Superintendent's Administrative Assistant, Assistant Superintendent's Administrative Assistant, and the Assistant to the Business Administrator.

## ARTICLE II

### UNION SECURITY

2.1 It is recognized that the negotiation and administration of the Agreement entail expenses which appropriately are shared by all members of the bargaining unit. Therefore a member of the bargaining unit who is not a member of the Union will, as a condition of continued employment by the Board, pay a Union service fee as allowed by law.

The Board agrees to deduct from the pay of its employees such dues and service fees as may be fixed by the Union. Such deduction shall continue for the duration of this Agreement or any extension thereof. The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in the rates of fees and dues.

The deduction for any month shall be made during a regular payroll week of said month and shall be remitted to the Council #4 Office, together with a list of names of employees from whose wages such deductions have been made, not later than the last day of said month.

2.2 The Union shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action by the Board for the purpose of complying with any of the provisions of Section 2.1 above.

### ARTICLE III

#### NO STRIKE - NO LOCKOUT

3.1 The Board agrees that during the term of this Agreement there shall be no lockout of its employees. The Union agrees that there shall be no strike, slow-down or other concerted interference with the Board's operation.

### ARTICLE IV

#### NONDISCRIMINATION

4.1 The Board and the Union agree that there shall be no unlawful discrimination against any employee because of race, color, religion, creed, age, Union activity, political affiliation, disability, sex, sexual orientation, marital status, ancestry, national origin, or any other protected class under state or federal law.

### ARTICLE V

#### GRIEVANCE PROCEDURE

##### 5.1 PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of administrative assistants. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

##### 5.2 DEFINITIONS

A. "Grievance" shall mean a claim that there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. Actions of the Board, under existing law, shall not be a violation of this Agreement, and shall not be the basis for a grievance.

B. "Administrative Assistant" or "aggrieved person" shall mean any employee represented by the Union and may include a group of administrative assistants similarly affected by a grievance, or the Union. "Board" shall mean the Board or a committee of the Board, at the Board's option.

C. "Days" shall mean working school days, except after school closes for the school year, and "days" shall then mean work days, Monday through Friday.

##### 5.3 INFORMAL PROCEDURE

If an administrative assistant feels that he/she may have a grievance, he/she may first discuss the matter with the administrator directly supervising his/her work, within ten (10) days of the time he/she knew or reasonably should have known of the event or condition giving rise to the grievance, in an effort to resolve the problem informally. If the grievance involves that administrator, the administrative assistant, after discussing the grievance with that administrator, may discuss the matter with the next higher administrator in an effort to resolve the problem informally.

#### 5.4 FORMAL PROCEDURE

##### A. Step One - Principal or Immediate Supervisor

(1) If an aggrieved person is not satisfied with the outcome of the informal procedures, he/she shall present his/her claim as a formal grievance in writing to the appropriate administrator within ten (10) days after completion of the informal process. If an aggrieved person has elected not to use the informal process, he/she shall present his/her claim as a formal grievance in writing to the appropriate administrator within twenty (20) days of the time he/she knew or reasonably should have known of the event or condition giving rise to the grievance.

(2) The appropriate administrator shall, within ten (10) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved person with a copy to the Union President.

##### B. Step Two - Superintendent of Schools

(1) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after receipt of the decision at Level One, submit his/her grievance to the Superintendent of Schools or designee.

(2) The Superintendent or designee shall, within ten (10) days after receipt of the grievance, make arrangements to meet with the aggrieved person and the Union representative for the purpose of resolving the grievance.

(3) The Superintendent or designee shall, within ten (10) days after the hearing, render his/her decision and the reasons therefor in writing to the aggrieved person, with a copy to the Union.

##### C. Step Three - Board of Education

(1) If the aggrieved person is not satisfied with the disposition of his/her grievance at Step Two, he/she may, within ten (10) days of the receipt of the decision at Step Two, submit the grievance to the Board.

(2) Within ten (10) days after receipt of the appeal, the Board shall make arrangements to meet with the aggrieved person, representatives of the Union, and the Superintendent for the purpose of reviewing the grievance.

(3) Within ten (10) days after such meeting, the Board shall render its decision and the reason therefor in writing to the aggrieved person with a copy to the Union president.

#### D. Step Four - Mediation

In the event the Union or the aggrieved person is not satisfied with the answer received at Step Three, within ten (10) days after receipt of the Board's decision, the Union may request mediation by the State Board of Mediation and Arbitration in an attempt to reach a mutually acceptable resolution. A copy of the request for mediation shall be sent to the Superintendent. If the grievance involves a question of continuing financial liability, such as back pay, the mediation must be held within twenty (20) days of the Union's request.

#### E. Step Five - Impartial Arbitration

(1) If the aggrieved person is not satisfied with the disposition of his/her grievance at Step Three or Step Four, within fifteen (15) days after receipt of the decision at Step Three, or within five (5) days after mediation, the Union may submit the grievance to arbitration by so notifying the Board in writing. A request for a list of arbitrators shall be made to the American Arbitration Association, and the parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. Arbitration shall proceed in accordance with the rules of the American Arbitration Association.

(2) The arbitrator shall hear and decide only one grievance in each case. The arbitrator shall have no power in any matter to make an award which amends, adds to, subtracts from or eliminates any provision of this Agreement. He/she shall be bound by and must comply with all terms of the contract.

(3) Such decision shall be binding on all parties.

(4) The costs of the arbitration shall be borne equally by the Board and the Union.

#### 5.5 TIME LIMITS

A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties.

B. If an aggrieved person does not file a grievance in writing with the appropriate administrator within twenty (20) days of the time he/she knew or reasonably should have known of the event or condition giving rise to the grievance, then the grievance shall be considered waived.

C. Failure at any step of this procedure to communicate a decision within the specified time limits shall be deemed denial of the grievance and shall permit the aggrieved person to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be deemed to be acceptance of the last decision.

#### 5.6 MISCELLANEOUS

A. No employee may proceed to Step Four or Step Five on his/her own; only the Union may submit a grievance to mediation or arbitration.

B. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

C. The parties shall continue the practice of attempting to schedule grievance meetings immediately before or after the work day. The Board shall grant time off with pay for the grievant, the steward who represents the grievant, and a reasonable number of necessary witnesses to attend arbitration proceedings or grievance meetings which cannot be scheduled outside of normal working hours.

### ARTICLE VI

#### HOURS OF WORK

6.1 The regular work day for all full-time employees shall be seven (7) hours of work and thirty (30) minutes for lunch without pay for school employees, and one hour for lunch without pay for central office employees.

Normally, the work schedules for the schools shall be established prior to the beginning of the school year and shall remain the same for that school year.

The work schedules for other full-time employees shall not be changed unless at least two (2) weeks written notice of such change is given to the affected employee(s).

6.2 The regular work week shall be five (5) consecutive days, Monday through Friday.

6.3 Ten-month school year employees shall work the established teacher school year of 186 days plus fourteen (14) days to be used prior to or after the school year as approved by the building administrator, and in-service days not to exceed a total of 200 days . Finalized annual work schedules shall be submitted by the administrative assistant to the building administrator by August 1<sup>st</sup>. All additional days beyond 200 shall be compensated at a per diem of the employee's actual rate of pay. The eleven month employee shall work 220 days.

6.4 An employee who is assigned to work overtime shall be paid time and one-half his/her regular hourly rate for all hours worked in excess of forty (40).

6.5 An employee who has left the Board's premises and is called back to work after the termination of his/her regular shift shall receive a minimum of two hours pay at time and one-half his/her regular hourly rate.

## ARTICLE VII

### COMPENSATION

7.1 The salary (exclusive of service bonus) for each presently employed member of the bargaining unit shall be as set forth in Appendix A to this Agreement. Beginning with the 2012-2013 school year, all employees are required to be paid by direct deposit and will no longer receive a paper pay stub. Instead, employees will receive notification of their direct deposit by electronic mail to an address designated by the employee.

7.2 The Board and the Union mutually agree that Appendix A shall apply to all personnel employed by the Norwich Board of Education who are presently covered by this Agreement.

7.3 Employees in the bargaining unit shall be eligible for participation in the City of Norwich Retirement Fund (the "Retirement Fund") in accordance with the terms and conditions of such plan (including terms and conditions related to employee and employer contributions to the Retirement Fund), as may be amended from time to time. Employer currently contributes 7% to the retirement fund on behalf of the participating employees, effective on the first payroll in September, the employer shall be responsible for an 8% contribution as mentioned in this Article.

New bargaining unit employees who are eligible for participation in the Retirement Fund will have a one-time only option to join the Retirement Fund, which option must be exercised within sixty (60) days following the completion of the probationary period set forth in Article XIV, Section 4 of this Agreement. The Board shall be responsible for providing information concerning the Retirement Fund to all new employees in writing at the end of the probationary period set forth in Article XIV, Section 4 of this Agreement, in order to complete the enrollment process or to obtain a signed waiver from the employee. Any employee who declines or fails to enroll in the Retirement Fund after being so contacted shall be considered to have waived the option of participating in the Retirement Fund, and the employee will thereafter have no right to participate in the Retirement Fund. Retirement eligibility is based on the City of Norwich Employee's Retirement Act as amended in October 21, 2002.

An employee may elect to have a portion of his/her salary deposited into a tax-sheltered annuity designated by the employee. However, the employees in the bargaining unit collectively may designate no more than three tax sheltered annuities for such purpose.

## ARTICLE VIII

## LONGEVITY

8.1 It is agreed that employees hired prior to July 1, 1998 shall receive longevity payments as follows:

<u>Years of Service</u>	<u>Amount</u>
five (5)	\$250
ten (10)	\$350
fifteen (15)	\$450
twenty (20) or more	\$550

Effective with the contract year beginning July 1, 1990, any employee hired prior to July 1, 1998 who is eligible for a longevity payment and has not received a step increase that year because he/she was at the maximum step, shall receive, in lieu of the above, a longevity payment as follows:

<u>Years of Service</u>	<u>Amount</u>
five (5)	\$350
ten (10)	\$450
fifteen (15)	\$550
twenty (20) or more	\$650

Length of service will be based on each full year of service with the Board. Eligibility for longevity shall be in accordance with the records of the Board and shall be effective on the applicable anniversary date of employment. Employees whose anniversary dates fall between January 1 and June 30 will receive their longevity pay in separate checks issued during the last payroll in June. Employees whose anniversary dates fall between July 1 and December 31 will receive their longevity pay in separate checks issued during the last payroll in December. An employee who leaves service with the Board after his/her anniversary date but before the scheduled date for making payments under this section will receive his/her longevity pay upon separation without proration.

## ARTICLE IX

### SICK LEAVE AND SEVERANCE

9.1 The Board and the Union agree that each employee shall be entitled to 1.25 days sick leave per month worked. For employees hired prior to July 1, 1998, any portion of sick leave which is unused shall be cumulative to 300 days. For employees hired after July 1, 1998, any portion of sick leave which is unused shall be cumulative to 150 days.

9.2 A. Sick leave may be used:

- (a) when the employee is unable to attend work because of personal illness;
- (b) to meet medical and dental appointments that cannot be arranged during non-working hours, up to a maximum of two (2) sick days per year which may be used in fractions of days.

B. The Board may request a physician's medical certification for absences of three (3) or more consecutive days.

C. Where an employee takes leave that qualifies under the federal Family and Medical Leave Act ("FMLA") for the employee's own illness, the employee shall be required to substitute accrued sick leave for the FMLA leave.

9.3 A. Sick Leave Payout: Upon retirement or death of an employee hired prior to July 1, 1998, such employee or survivors shall be paid \$22 for each remaining accumulated sick day up to a maximum of \$3,300.

B. Severance Pay: Upon retirement or death of an employee hired prior to July 1, 1998, the employee or his/her estate shall be paid \$35 for each year of service, up to a maximum of \$1,000, provided he/she has served a minimum of ten (10) full years in a secretarial/clerk capacity with the Board of Education.

9.4 A bargaining unit member who becomes pregnant shall notify the Superintendent or his designee at least four months prior to the expected date of delivery. Such employee shall receive a leave of absence for the reasonable period of physical disability due to childbirth. Maternity leave shall be paid to the extent that sick leave has been accumulated. When the employee is ready to return to work, she shall be reinstated to her former position or, in the event the position no longer exists, to a comparable position.

9.5 An employee who is temporarily totally disabled by an injury which has been ruled compensable under the Workers' Compensation Act may use accumulated

sick leave to supplement workers' compensation payments. In no case shall the combination of workers' compensation payments and sick leave pay exceed the employee's net weekly income prior to the date of the injury.

## ARTICLE X

### PERSONAL LEAVE

10.1 A. Members of the bargaining unit shall be entitled to the following leaves of absences, with full pay, in addition to and not deductible from sick leave:

1. Up to a total of five days per fiscal year for the following reasons:
  - (a) religious holy days;
  - (b) sickness in the family, death, marriage, childbirth or graduation of a member of the employee's family, defined as the employee, the employee's spouse, the employee's or spouse's child, parent, sister, brother, or other relative living in the employee's household;
  - (c) legal demands outside the employee's control, emergencies or other personal reasons necessitating absence from school.

B. Application for leave shall be made to the office of the Superintendent at least twenty-four (24) hours in advance (except in the case of emergencies). The Board reserves the right to require a specific statement of the reason for the request. Except in cases of extreme hardship to the school system, leave shall be granted on the basis of the application.

C. Additional personal days may be deducted from allowable sick leave at the discretion of the Superintendent or his/her designee.

10.2 A. An employee may request an unpaid leave of absence for other reasons subject to the approval of the Superintendent. For such leaves of absence, the rate of deduction shall be the number of hours based on the employee's regular hourly rate.

B. Except as otherwise required by law, employees granted a leave of absence shall not retain any benefits or privileges of employment beyond the first thirty (30) calendar days of leave with the following exceptions:

1. Employees on unpaid leave may continue their insurance coverage at the Board's group rate, as was available to such

employee at the time the leave was granted, provided the employee pays the cost of each insurance premium, in advance, to the Board. Failure to do so will terminate the employee's right to benefits.

2. Employees on unpaid leave may retain seniority rights only for the purpose of determining the order of layoffs in case of reduction of force and in the case of filling vacancies and new positions.

## ARTICLE XI

### INSURANCE BENEFITS

11.1 Except as provided otherwise in this Agreement, the Board shall provide the following benefits for each member of the bargaining unit effective as soon as practicable after ratification:

A. The Board shall provide medical coverage under the Anthem Blue Cross/Blue Shield Century Preferred (“PPO Plan”), the Century Preferred Comprehensive Plan (“Comp Plan”), or the High Deductible Health Care Plan (“HDHP Plan”). A description of each of these plans is outlined in Appendix C to this Agreement.

Employees shall have the option of choosing between PPO Plan, the Comp Plan and the HDHP Plan, and this choice must be made during the open enrollment period applicable to each plan. The administrator of the plans shall be selected at the option of the Board.

B. The above insurance coverage is to include family coverage at the option of the member. Premiums paid by the Board for ineligible individuals will be the responsibility of the employee and be reimbursable to the Board. Ineligible individuals are defined as children who are over the age of twenty-six (26) and ex-spouses and other family members whose premiums are paid by Norwich Board of Education.

C. The Board shall provide for each member the Blue Cross Co-Pay Plan for Dental Care with Dental Riders A and B as currently described in the Blue Cross Contract. The employee shall pay the same premium cost share for individual coverage as set forth below based on their choice of medical benefits. Employees may elect to pay for family coverage at their own expense.

D. Employees shall pay the following percentages of the premium costs for medical insurance under either the Century Preferred Plan or the Century Preferred

Comprehensive Plan by payroll deduction in each respective year of the contract. The Board will pay the balance of the premium costs for each plan.

Century Preferred Plan

Effective as soon as practicable after ratification	13%
Effective July 1, 2016 through June 30, 2017	14%
Effective July 1, 2017 through June 30, 2018	15%

Century Preferred Comprehensive Plan

Effective as soon as practicable after ratification	13%
Effective July 1, 2016 through June 30, 2017	14%
Effective July 1, 2017 through June 30, 2018	15%

HDHP

Effective as soon as practicable after ratification	15%
Effective July 1, 2016 through June 30, 2017	17%
Effective July 1, 2017 through June 30, 2018	19%

The HSA shall be funded 50% by the Board of Education in two installments in the months of September and January.

II.2 The Board shall provide for each member group term life insurance coverage in an amount equal to the employee's annual salary, rounded to the nearest \$1,000, adjusted annually on July 1.

II.3 Any member retiring will be covered for all insurance benefits provided by the Board up to and including his/her 65th birthday or the date on which the employee becomes eligible to receive Medicare and/or Social Security benefits, whichever occurs later, providing the member has reached his/her 60th birthday and has been employed by the Norwich Board of Education for twenty (20) years. If the employee has reached his or her fifty-fifth (55th) birthday or later in the time of retirement and has served twenty (20) consecutive years in the Norwich Public School System, the Board shall provide insurance coverage beginning the month following the retiree's 60th birthday provided he/she has maintained insurance coverage by paying premiums for participation in the group plan up to that point.

Employees hired after July 1, 1995 retiring under this provision shall pay fifty percent (50%) of the cost of the premium charged to the Board.

Employees hired after July 1, 2004 shall not be eligible for any Board paid or Board subsidized retiree insurance coverage.

11.4 (a) The board shall provide at its expense Plan B Medicare to members who are eligible. The Board's contribution toward the cost of such coverage shall be equal to the percentage contribution as set forth in Section 11.1, in effect on the date an employee retires.

(b) The Board shall provide at no expense to the employee life insurance coverage. The amount of policy coverage will remain the same from retirement date to age seventy (70).

11.5 The Board reserves the right to change insurance carriers/plans, provided that the overall level of benefits, when considered as a whole, remains substantially comparable.

11.6 The Board shall establish a Section 125 Premium Conversion Plan through which employees may pay their portion of medical insurance premiums (as set forth in Section 11.1D and/or 11.1E) on a pre-tax basis.

11.7 Employees will be allowed to have a payroll deduction for full premium for those bargaining unit members who wish to participate in a disability insurance program.

11.8 If the Board determines that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA). Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage including but not limited to, proposals designed to: modify the plan(s) so as to reduce the cost of the plan(s) below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the costs of health insurance coverage, and/or allocate the responsibility for increased costs associated with the imposition of the excise tax.

Such mid-term negotiations may also include an examination of Local 1303-190 members joining the Connecticut State Employees' Health Care Plan. At such time, the Board shall provide all necessary information to the state of Connecticut to allow the State's Health Care Cost Containment Committee to determine if this bargaining unit is eligible to participate in the State Plan.

## ARTICLE XII

### VACATIONS

12.1 The following earned vacation schedule will prevail for all twelve-month employees:

- (1) five (5) days after one year;
- (2) ten (10) days after two years;
- (3) fifteen (15) days after five years; and
- (4) twenty (20) days after ten years;
- (5) twenty-five (25) days after 20 years.

12.2 A. The vacation schedule for employees who work the school calendar year will be determined by the school calendar August through June, and such vacations are without pay. Eleven month employees shall receive prorata vacation up to a maximum of eight (8) days paid vacation per year, subject to the provisions of this article. Less than twelve month employees shall receive pro rata vacation up to a maximum of five (5) days paid vacation per year, subject to the provisions of this Article.

B. Normally less than twelve-month employees shall take paid vacation when school is not in session. A school year employee may, however, take paid vacation when school is in session with the approval of his/her supervisor.

12.3 Unused vacations are not cumulative from one year to the next.

12.4 Vacations are to be computed from the date of starting employment, but vacation leave may only be used after completion of the employee's probationary period.

12.5 Pro rata accumulated vacation pay shall be granted to an employee in the event of termination of service. Notwithstanding the foregoing, in order to receive payment for unused vacation following a resignation, an employee must provide two (2) weeks notice of resignation, unless otherwise approved at the sole discretion of the Superintendent or the Superintendent's designee.

12.6 If any employees have not used all of their vacation days by March 1<sup>st</sup> of the applicable school year, the Board shall notify those employees that they will be required to take the remaining vacation days before the end of the school year. The Board/Principal and the employee shall mutually schedule these vacation days subject to the operational needs of the Board/Principal. If any member of the bargaining unit is required by the Board, or its agents, to forbear unused vacation days to which said employee would otherwise be entitled during the term of this contract, he/she will be compensated for said unused vacation days at the proper per diem rate, and such compensation shall be paid in July of the ensuing fiscal year.

## ARTICLE XIII

## HOLIDAYS

13.1 A. All twelve-month employees shall receive twelve (12) paid holidays: New Year's Day, Martin Luther King, Jr. Day, Washington's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, the day after Thanksgiving and Christmas. In addition, all twelve-month employees hired prior to July 1, 1998 shall be eligible for a floating holiday to be scheduled by agreement between the employee and the Board.

B. All less than twelve-month employees shall receive ten (10) paid holidays: New Year's Day, Martin Luther King, Jr. Day, Washington's Birthday, Good Friday, Memorial Day, Labor Day, Veterans' Day, Thanksgiving, the day after Thanksgiving and Christmas.

13.2 The days designated as holidays in Section 13.1 are recognized as days for which employees are to be paid and are not expected to work except that employees may be required to work or attend in-service training on Columbus Day. If any employee is required to work or attend training on a designated holiday, the employee shall be given a day off in lieu of the holiday or shall receive a day's pay instead of a day off.

13.3 If a holiday falls on a Saturday or Sunday, the employee shall be granted another day off which shall normally be the Friday preceding or the Monday following the holiday. However, if the Friday or Monday is a school day, either the Board shall designate another day on which the holiday shall be celebrated or each employee shall be given a day off in lieu of the holiday to be taken at the mutual convenience of the employee and the supervisor.

13.4 Employees may be released early from work on the days preceding Thanksgiving, Christmas, and New Year's Day at the discretion of the Superintendent or his designee.

## ARTICLE XIV

### VACANCIES

14.1 Notice of vacancies of positions, or availability of new positions, for employees governed by this Agreement shall be posted in each school office and department at least seven (7) days in advance of the closing date for applications for said vacancy. All pertinent information, including the starting salary, shall be posted.

14.2 Where, in the opinion of the Superintendent, qualifications are equal for the position sought under this contract, members of the bargaining unit will be given preference. Where two or more bargaining unit members apply for a vacancy, the Superintendent shall have the discretion to choose the successful candidate based on their qualifications and past work performance. Where no distinctions can be made between bargaining unit candidates based on their qualifications or past work performance, bargaining unit seniority, as defined in Section 16.1, shall prevail. However, the Superintendent reserves the right to fill positions on an interim basis during the school year for not more than sixty (60) calendar days. All vacancies will be filled in accordance with Federal and State affirmative action regulations.

14.3 A copy of each job posting, a list of bargaining unit employees who apply for each vacancy, and the name of the individual appointed to each vacancy shall be provided to the Union President upon request.

14.4 Each new employee shall serve a probationary period of ninety (90) calendar days unless extended by mutual agreement of both parties in writing during which time the employee shall be subject to the provisions of this agreement except that:

- (1) Such employee may not exercise seniority rights in matters such as the filling of vacancies, layoff and recall.
- (2) Such employee may be discharged without a right of appeal through the grievance or arbitration procedure.

## ARTICLE XV

### BOARD PREROGATIVES

15.1 The Board and the Union agree that the terms of this Agreement shall supplant any Board Policies, Rules and Regulations which are in direct conflict with its terms. Other Board Policies, Rules or Regulations not in conflict or which serve to clarify or define parts of this Agreement, shall remain in full force.

15.2 Subject to the provisions of this Agreement, the Board of Education and its designee(s) reserve and retain all rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the Norwich Schools and its employees. The Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the schools in all its aspects, including but not limited to the following: to determine educational policy and maintain such educational activities as in its judgment will best serve the interests of the students; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands and

other property used for school purposes; to create and eliminate positions; to prescribe rules for the management, studies and discipline within the school; to determine the textbooks and other instructional equipment to be used; to prepare budgets and, in its sole discretion, to expend monies appropriated by the legislature or derived from other sources for the operation of the school district.

15.3 Subject to the provisions of this contract and subject to the provisions of the grievance procedure, the Board of Education and its designee(s) reserve and retain the right:

- 1) to employ, assign, transfer and/or layoff employees; to evaluate, discipline, suspend or dismiss employees;
- 2) to establish, change and enforce reasonable rules, regulations and policies concerning, among other things, conditions of employment not in direct conflict with this Agreement.

15.4 The parties recognize that from time to time it is necessary to change practices in effect when this Agreement is executed, and that such change in practices may affect terms and conditions of employment. The Board reserves the right to change such practices when it deems it advisable to do so; provided, however, that the specific terms of this Agreement shall not be changed without prior consultation and agreement with the Union.

## ARTICLE XVI

### SENIORITY

#### 16.1 Definitions

- A. Bargaining unit seniority is determined by the total length of continuous employment within the jurisdiction of the bargaining unit.
- B. Board seniority is determined by the total length of employment with the Board of Education.

16.2 The Board shall prepare the following two lists and deliver the same to the Union on December 1st of each year. New employees shall be added to this list.

- (1) length of service with the Board;
- (2) length of service from the date of entry into the bargaining unit.

Seniority shall be broken by:

- (1) voluntary resignation;
- (2) discharge for cause;
- (3) retirement;
- (4) layoff of more than one year.

## ARTICLE XVII

### REDUCTION IN STAFF AND RECALL

#### 17.1 LAYOFF

The Board will notify an employee and the Union of layoff two (2) weeks prior to layoff. The employee with the least seniority in the bargaining unit shall be laid off first. This provision shall not limit the Board's right to transfer employees.

#### 17.2 RECALL

Any employee who is laid off may have his or her name placed on a recall list for a period of one (1) year following the date of layoff. An employee shall have, for a period of one year, the right to be recalled if a position within the bargaining unit for which he or she is qualified should become vacant, or to be reinstated. Employees shall be placed on the recall list in order of bargaining unit seniority. Recall shall be by inverse order of layoff with the most senior employee recalled first.

Any member of the bargaining unit on the reappointment list shall receive by certified mail (RRR) a written offer of reappointment at least thirty (30) days prior to the date of reemployment. He or she shall accept or reject the appointment in writing by certified mail (RRR) within one calendar week of receipt of the offer, or the offer shall be deemed to be rejected. If an offer is rejected or deemed rejected, all recall rights under this Article shall terminate immediately.

#### 17.3 BENEFITS

No employee who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits, except accrued but unused vacation, whether or not he or she remains on the reappointment list. However, an employee who is reappointed from the list shall be entitled to reinstatement of any benefits earned or accrued at the time of layoff, except vacation benefits paid out in accordance with the prior sentence, and further accrual of salary increments and fringe benefits shall resume where they left off. No years of layoff will be credited as years of service for compensation or retirement purposes.

An employee who is laid off or who resigns in good standing and is rehired within one (1) year in the same classification shall be placed at the same step on the wage schedule as she held at the time of layoff or resignation.

#### 17.4 INVOLUNTARY TRANSFERS

When a reduction in the number of administrative assistants to be assigned to a school or program is necessary, the parties shall meet and discuss a mutually agreeable procedure if transfers of employees are contemplated by the Board.

## ARTICLE XVIII

### DISCHARGE AND DISCIPLINE

18.1 No employee shall be discharged or disciplined without just cause. Discharge during the probationary period shall not be subject to the grievance and arbitration provisions of this Agreement.

18.2 An employee shall have the right, upon request, to union representation at any meeting with supervision when the employee reasonably believes that information obtained at the meeting will be used as the basis for disciplinary action.

18.3 Disciplinary actions shall generally follow the following order:

- a. Verbal warning
- b. Written warning
- c. Suspension and/or discharge

In cases of serious misconduct, the Board is not obligated to follow the foregoing order of disciplinary action, and may impose a higher level of discipline up to and including discharge.

18.4 All suspensions and discharges shall be given in writing to the employee and shall state the reason for such action. A copy shall be forwarded to the President of the Union at the time of the suspension and/or discharge.

## ARTICLE XIX

### MISCELLANEOUS

19.1 Copies of Agreement

A. The Board agrees to provide each employee with a copy of this Agreement within thirty (30) days after the execution date thereof.

B. The Board agrees to provide new employees with a copy of this Agreement at their time of hire.

C. The Board agrees to provide the Council #4 Office of the Union with six (6) original, signed, contracts at the time of the signing.

## 19.2 Course Reimbursement

If an employee wishes to enroll in a job related course and has the prior approval of the Superintendent or designee, the employee shall be reimbursed for the cost of the course provided that the amount of reimbursement has been approved in advance and the employee successfully completes the course.

If the Board requires an employee to attend a class session or training session, the employee will be compensated for such required attendance in accordance with the applicable wage and hour laws.

## 19.3 Part-time Employees

Any employee who works less than thirty-five (35) hours per week shall be eligible to participate in the health and life insurance programs outlined in this Agreement. The Board shall pay the cost of coverage in the same proportion that the employee's work hours bear to thirty-five hours. The employee shall be responsible for the remaining portion of premiums. Part-time employees shall be eligible for pro rata vacation and sick leave, but shall not be eligible for personal leave or holidays or other benefits.

## 19.4 Fingerprinting

The Board may require any administrative assistants to submit to state and national criminal history records check. As part of this records check, the Board shall arrange for the fingerprinting of such administrative assistant(s). The Board shall pay any fee associated with the procurement of the criminal history records check, for any administrative assistant employed prior to July 1, 1995.

## 19.5 Evaluations

Bargaining unit employees shall be evaluated by their immediate supervisor on an annual basis using a form agreed to by the Board and the Union. Employees shall be given an opportunity to review their evaluation and will be required to sign each evaluation designating their receipt. In addition, employees will be given a space on the evaluation form to make comments as to the content of the evaluation. Evaluations will be completed in June and will be given to employees no later than June 30.

## 19.6 Reclassification

An employee who believes his/her position is substantially changed with respect to the qualifications required and/or the duties and responsibilities to be performed shall submit a request for reclassification to the Superintendent.

## ARTICLE XX

## AMENDMENT

20.1 This Agreement shall not be altered, amended or changed except in writing, signed by both the Board and the Union, which Amendment shall be appended hereto and become a part hereof.

20.2 This Agreement contains the full and complete agreement between the Board and the Union, and except as otherwise specified herein neither party shall be required during the term hereof to negotiate on any issue, whether it is covered or not covered in this Agreement. However, the Board and Union agree that either party may request consultation with the other, if amendment of this Agreement seems necessary or advisable to it. Such consultation shall be promptly arranged at the convenience of both parties. After such consultation any decision which shall have been mutually accepted and agreed to shall be reduced to writing, signed by both parties, and become part of this Agreement.

## ARTICLE XXI

### CONFORMITY TO LAW AND SAVING CLAUSE

21.1 If any provision of this Agreement is or shall be determined contrary to law by a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law, and all other provisions of this Agreement shall continue in effect.

## ARTICLE XXII

### DURATION

22.1 The Board and the Union agree that unless a particular provision is stated to be retroactive, this Agreement shall be effective as of the date of signing and shall remain in full force and effect from July 1, 2015, and shall remain in effect through June 30, 2018, and from year to year thereafter unless either party notifies the other no less than one hundred twenty (120) days from the expiration date above that it wishes to modify or change this agreement in any manner. Upon receipt of such notice, meetings will begin as soon as possible to negotiate a successor agreement. This Agreement shall be retroactive only as stated specifically herein.

IN WITNESS WHEREOF, the parties have, by signature of their representatives, executed this document.

NORWICH BOARD OF EDUCATION

NORWICH EDUCATIONAL  
ADMINISTRATIVE  
ASSISTANTS, LOCAL 1303-  
190, AFSCME, COUNCIL #4

By   
9/3/15  
Date Signed

By   
8-31-2015  
Date Signed

By   
9-1-2015  
Date Signed

By   
9/1/2015  
Date Signed

By   
9/1/2015  
Date Signed

By   
9/3/2015  
Date Signed

By \_\_\_\_\_

\_\_\_\_\_  
Date Signed

By \_\_\_\_\_

\_\_\_\_\_  
Date Signed

APPENDIX A

CLASSIFICATIONS AND SALARY SCHEDULES

Section 4

1. Classifications for Employees Hired Prior to July 1, 1998

- Group A: Middle School Administrative Assistant (10 month)
- Group B: Elementary School Administrative Assistant (10 month)
- Group C: Middle School Administrative Assistant (12 month)
- Group D: Grants Administrative Assistant (12 month)
- Group E: Payroll Administrative Assistant (12 month)\*\*  
Human Resources Administrative Assistant (12 month)\*\*

\*\*Beginning July 1, 2013, the Payroll Administrative Assistant will be paid in Group E regardless of the hire date of the employee holding the position. Beginning July 1, 2015 the Human Resources Administrative Assistant will be paid in Group E regardless of the hire date of the employee holding the position.

2. Step Placement

New employees shall be hired at Step 1 of the applicable pay group.

Any employee who has completed the probationary period and is not at maximum shall receive a step increase on February 1 of each year of the contract.

3. Classifications for Employees Hired On or After July 1, 1998

- Group A: 10-month positions
- Group B: 12-month positions
- Group C: 11-12-month central office staff

#### 4. Salary Schedules

Effective and retroactive to July 1, 2015, all bargaining unit wage rates shall be increased by two percent (2.0%).

Effective July 1, 2016, all bargaining unit wage rates shall be increased by two percent (2.0%).

Effective July 1, 2017, all bargaining unit wage rates shall be increased by two percent (2.0%).

The resulting wage schedules are set forth on the attached page.

**WAGE SCHEDULE  
NORWICH BOE ADMINISTRATIVE ASSISTANTS**

**FOR EMPLOYEES HIRED PRIOR TO JULY 1, 1998**

		7/1/2015	7/1/2016	7/1/2017
Group A	Step			
	1	\$17.84	\$18.20	\$18.56
	2	\$19.47	\$19.86	\$20.26
	3	\$20.83	\$21.25	\$21.68
	4	\$22.11	\$22.55	\$23.00
Group B	Step			
	1	\$18.20	\$18.56	\$18.93
	2	\$19.79	\$20.19	\$20.59
	3	\$21.23	\$21.65	\$22.08
	4	\$22.56	\$23.01	\$23.47
Group C	Step			
	1	\$19.47	\$19.86	\$20.26
	2	\$20.83	\$21.25	\$21.68
	3	\$22.11	\$22.55	\$23.00
	4	\$23.23	\$23.69	\$24.16
Group D	Step			
	1	\$20.84	\$21.26	\$21.69
	2	\$22.11	\$22.55	\$23.00
	3	\$23.23	\$23.69	\$24.16
	4	\$24.40	\$24.89	\$25.39
Group E		\$25.17	\$25.67	\$26.18

WAGE SCHEDULE  
NORWICH BOE ADMINISTRATIVE ASSISTANTS

**FOR EMPLOYEES HIRED ON OR AFTER JULY 1, 1998**

Beginning on 7/1/12, all employees hired after July 1, 1998 will be paid the same rate of pay regardless of the number of months worked. These rates of pay are as follows:

7/1/2015	7/1/2016	7/1/2017
\$20.83	\$21.25	\$21.68

## APPENDIX B

### SUBSTANCE ABUSE TESTING

In order to investigate and detect the use of illegal drugs and the abuse of otherwise legal drugs or alcohol by employees in the bargaining unit, the following procedures will become effective.

#### A. SCREENING

The administration of screening tests to detect the presence of drugs or alcohol in employees will be performed upon reasonable suspicion that the employee is using or is under the influence of illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol.

The Superintendent or his designee shall be responsible for the scheduling and administration of screening tests.

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

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. 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. The written confirmation shall include a statement of the facts and observations constituting reasonable suspicion.

The refusal by an employee to submit to a drug or alcohol screening test pursuant to the provisions of this Appendix will result in the employee's immediate suspension without pay and may result in subsequent disciplinary action which may include dismissal from employment. If the employee is suspended, the suspension shall be for a definite duration. If the Superintendent is recommending termination, the recommendation shall be made promptly following the refusal to submit to testing.

## B. TESTING PROCEDURES

During the testing process, the employee shall cooperate with requests for information concerning the use of medications, and with other requirements of the testing process, such as acknowledgment of giving of a urine sample or of taking a breathalyzer test.

Any alteration, switching, substituting or tampering with a sample or test given under this Appendix by any employee shall be grounds for disciplinary action.

### I. ALCOHOL TESTING

1. The employee shall submit to a breathalyzer test to be administered by an agent designated by the Superintendent. Breathalyzer tests shall only be administered by individuals who have been trained to operate electronic breath testing devices and who are proficient in breath testing procedures.
2. The employee being tested 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 because the Union representative is unable to be present.
3. If the breathalyzer tests positive for the presence of alcohol, a second breathalyzer test shall be administered within fifteen (15) minutes of administering the first test.
4. The employee will be notified of the results of all breathalyzer tests at the earliest appropriate time (to be determined by particular facts and circumstances). If the test results are available immediately upon completion of such test, the employee and the Superintendent or designee will be notified at that time.
5. 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.

### II. DRUG TESTING

1. The employee shall provide a urine sample for purposes of testing for the following drugs or controlled substances: marijuana; cocaine; opiates (including morphine and codeine); phencyclidine (pcp); and amphetamines (including amphetamine and methamphetamine). Tests for other drugs shall not be performed at the direction of the employer and shall not be used as the basis for action against the employee.

2. The employee being tested 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 because the Union representative is unable to be present.
3. No employer representative, agent or designee shall directly observe an employee in the process of producing the urine specimen.
4. Three separate containers, supplied by the laboratory conducting the testing, shall be prepared for the employee being tested. Each container shall have affixed a code number and the date of collection. The code numbers shall be recorded, together with the employee's name and signature. Three (3) specimens will be taken at the time of collection and shall be sealed in the presence of the employee being tested.
5. The employee shall provide a sufficient amount of the sample to allow for initial screening, a confirmatory test, and for later testing if requested by the employee. Urine specimens shall be collected at the laboratory at which the sample is to be tested. If this is not possible, then a Union representative shall be permitted to accompany the specimen from the site where it is collected to the laboratory where it is to be tested, provided that the Union representative is available and that this will not delay the delivery of the specimen.
6. Initial drug screening will be done by Enzyme Multiple Immunoassay Testing (EMIT). No sample will be further tested upon an initial screening with a negative result for all of the drugs or controlled substances listed in item 1 above. If the initial screening is negative, the remaining urine samples will be destroyed.
7. Drug testing will be performed by a laboratory licensed or certified by the Connecticut Department of Health Services. The laboratory supervising the test shall ensure that the appropriate chain of custody is maintained in order to verify the identity of each sample being tested.
8. A positive EMIT test shall be confirmed using a Gas Chromatography-Mass Spectrometry test. No disciplinary or other adverse personnel action will result unless the initial EMIT test is confirmed using the Gas Chromatography-Mass Spectrometry test, resulting in a positive report. Those test results which are not confirmed or 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.
9. Employees will be notified of the results of all screening tests at the earliest appropriate time (to be determined by particular facts and circumstances). The employer shall notify an employee of the results of all screening tests within five (5) business days of the completion of the test, providing timely notice has been received by the employer.

10. An employee whose drug test results in a positive report may, within three (3) business days of receiving notification of such result, request in writing to the Superintendent that the third sample be made available for testing at a licensed or certified independent laboratory of the employee's choosing. The Superintendent or his designee, or the first laboratory, will deliver the sample to such laboratory to assure the chain of custody. The cost of testing this third sample will be borne by the employee. The result of this testing shall be reported directly to the employer by the laboratory.
  
11. Any confirmed test resulting in a positive report will be referred to the Superintendent for a complete investigation. Such investigation shall include an opportunity for the employee to be heard with respect to the results of the test, and a reasonable time for the employee to have the third sample tested independently. The employee shall be entitled to Union representation at the hearing which is part of this investigation. Upon completion of such investigation, if it is found that a employee has used any drug which has not been legally prescribed and/or dispensed, or has abused a legally prescribed drug or has reported for duty under the influence of drugs or alcohol, a report of such shall be prepared. The employee shall also be given a copy of the laboratory test results. Upon service, the employee against whom such report has been made may be immediately suspended from duty without pay and shall be subject to disciplinary action which may include discharge. If the Superintendent is suspending the employee, the suspension shall be for a definite duration. If the Superintendent is recommending termination, such recommendation shall be included as part of the report on the investigation.

C. ADMINISTRATIVE PROVISIONS

1. Disputes concerning the interpretation or application of this Appendix shall be subject to the contractual grievance procedure, commencing at the Board level.
2. Any employee required to be tested for drugs and/or alcohol in accordance with this Appendix shall be compensated for the time spent in undergoing such testing.
3. The results of any drug and/or alcohol test conducted in accordance with this Appendix shall be treated as confidential and shall be disclosed only to the extent permitted by law. If the Board receives a request for test results, the Board shall follow the procedure set forth in Conn. Gen. Stat. § 1-20a(b).
4. The Board shall make available to employees an employee assistance program. Requests from employees for such assistance shall remain confidential.
5. If any clause or provision of this Appendix or any addition thereto is decided by a court or administrative agency of competent jurisdiction to be in violation of any federal, state or local law, the remaining clauses and provisions of this Appendix shall remain in full force and effect.

**APPENDIX C**

***Norwich Board of Education - Administrative Assistants Subgroup 450***

	<u>2015-2016 AND 2016-2017 PPO PLAN</u> Century Preferred Traditional PPO \$25 Office Copay \$300 Hospital Copay \$15/30/40 Rx with \$1,500 Max.		<u>2018-2019 PPO PLAN</u> Century Preferred Traditional PPO \$30 Office Copay \$300 Hospital Copay \$15/30/40 Rx with \$1,500 Max.		<u>2015-2016 through 2018-2019 CP COMP MIX</u> \$40 Office Copay \$1,000/\$1,500/\$2,000 Deductible \$15/30/40 Rx with \$1,500 Max.		<u>2015-2016 through 2018-2019 HDHP PLAN</u> LUMENOS PPO \$2,500/\$5,000 Deductible 100% After Ded In-Network Rx Subj. to Ded. Then \$10/25/40 Unlimited Rx	
	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK</b>
Deductible	Does not Apply	\$300/600/750	Does not Apply	\$400/800/1,200	\$1,000/1,500/2,000	\$2,000/4,000/6,000	\$2,500/5,000	
Employer Portion of Deductible	Does not Apply	N/A	Does not Apply	N/A	N/A	N/A	\$500/1,000	
Employee Portion of Deductible	Does not Apply	\$300/600/750	Does not Apply	\$400/800/1,200	\$1,000/1,500/2,000	\$2,000/4,000/6,000	\$2,000/4,000	
Co-insurance	100%	70/30%	100%	70/30%	90/10%	70/30%	100%	80/20%
Maximum Out of Pocket	Index Fed Max	\$800/1,600/2,000	Index Fed Max	\$1,500/3,000/4,000	\$3,000/4,500/9,000	\$6,000/12,000/18,000	\$3,750/7,500	\$5,000/10,000
Maximum Lifetime Benefit Per Member	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b><u>PREVENTIVE CARE</u></b>								
Well child care (to sched.)	No charge	Ded. & Coins.	No charge	Ded. & Coins.	No charge	Ded. & Coins.	No charge	Ded. & Coins.
Periodic, routine health examination (sched)	No charge	Ded. & Coins.	No charge	Ded. & Coins.	No charge	Ded. & Coins.	No charge	Ded. & Coins.
Routine eye exams	No charge	Ded. & Coins.	No charge	Ded. & Coins.	No charge	Ded. & Coins.	No charge	Ded. & Coins.
Routine OB/GYN visits	No charge	Ded. & Coins.	No charge	Ded. & Coins.	No charge	Ded. & Coins.	No charge	Ded. & Coins.
Mammography (to sched.)	No charge	Ded. & Coins.	No charge	Ded. & Coins.	No charge	Ded. & Coins.	No charge	Ded. & Coins.
Hearing Screening	No charge	Ded. & Coins.	No charge	Ded. & Coins.	No charge	Ded. & Coins.	No charge	Ded. & Coins.
<b><u>MEDICAL CARE</u></b>								
Office Visits (Primary)	\$25 copay	Ded. & Coins.	\$30 copay	Ded. & Coins.	\$40 copay	Ded. & Coins.	Subj. to Ded.	Ded. & Coins.
Office Visits (Specialist)	\$25 copay	Ded. & Coins.	\$30 copay	Ded. & Coins.	\$40 copay	Ded. & Coins.	Subj. to Ded.	Ded. & Coins.
Outpatient Mental Health & Substance Abuse	\$25 copay	Ded. & Coins.	\$30 copay	Ded. & Coins.	\$40 copay	Ded. & Coins.	Subj. to Ded.	Ded. & Coins.
Diagnostic lab and x-ray	No charge	Ded. & Coins.	No charge	Ded. & Coins.	Ded. & Coins.	Ded. & Coins.	Subj. to Ded.	Ded. & Coins.
High cost imaging (MRI, CAT, PET, etc.)	No charge	Ded. & Coins.	No charge	Ded. & Coins.	Ded. & Coins.	Ded. & Coins.	Subj. to Ded.	Ded. & Coins.
Allergy Services - Office Visit and Testing	\$25 copay	Ded. & Coins.	\$30 copay	Ded. & Coins.	Ded. & Coins.	Ded. & Coins.	Subj. to Ded.	Ded. & Coins.
Allergy Services - Injections	No charge	Ded. & Coins.	No charge	Ded. & Coins.	Ded. & Coins.	Ded. & Coins.	Subj. to Ded.	Ded. & Coins.
<b><u>HOSPITAL CARE</u></b>								
Inpatient Hospitalization	\$300 copay	Ded. & Coins.	\$300 copay	Ded. & Coins.	Ded. & Coins.	Ded. & Coins.	Subj. to Ded.	Ded. & Coins.
Skilled Nursing Facility (120 days per year)	\$300 copay	Ded. & Coins.	\$300 copay	Ded. & Coins.	Ded. & Coins.	Ded. & Coins.	Subj. to Ded.	Ded. & Coins.
Rehabilitative Services (60 days per year)	No charge	Ded. & Coins.	No charge	Ded. & Coins.	Ded. & Coins.	Ded. & Coins.	Subj. to Ded.	Ded. & Coins.
Outpatient Surgery	\$250 copay	Ded. & Coins.	\$250 copay	Ded. & Coins.	Ded. & Coins.	Ded. & Coins.	Subj. to Ded.	Ded. & Coins.
<b><u>EMERGENCY/URGENT CARE</u></b>								
Emergency Room	\$150 copay	\$150 copay	\$150 copay	\$150 copay	\$200 copay	\$200 copay	Subj. to Ded.	Same In-Net

Urgent Care	\$75 copay	Ded. & Coins.	\$75 copay	Ded. & Coins.	Ded. & Coins.	Ded. & Coins.	Subj. to Ded.	Ded. & Coins
Ambulance	No charge	No charge	No charge	No charge	Ded. & Coins.	Same as In-Network	Subj. to Ded.	Ded. & Coins
<b><u>OTHER SERVICES</u></b>								
Physical, Occupational, Speech & Chiro PT/OT/ST Visit Limit	\$30 copay 50 Comb Visits	Ded. & Coins. Ded. & Coins.	\$30 copay 50 Comb Visits	Ded. & Coins. Ded. & Coins.	\$40 copay 50 Comb Visits	Ded. & Coins. Ded. & Coins.	Subj. to Ded. Subj. to Ded.	Ded. & Coins Ded. & Coins
Durable Medical Equipment (Unlimited)	No charge	Ded. & Coins.	No charge	Ded. & Coins.	No charge	Ded. & Coins.	Subj. to Ded.	Ded. & Coins
Home Health Care	\$30 copay	Ded. & Coins.	\$30 copay	Ded. & Coins.	\$40 copay	Ded. & Coins.	Subj. to Ded.	Ded. & Coins
<b><u>PRESCRIPTION DRUGS</u></b>								
Retail	\$15/30/40	Ded. & Coins.	\$15/30/40	Ded. & Coins.	\$15/30/40	Ded. & Coins.	Subj. to Ded.	Ded. & Coins
Mail Order	\$30/60/80	Ded. & Coins.	\$30/60/80	Ded. & Coins.	\$30/60/80	Ded. & Coins.	\$10/25/40	Ded. & Coins
Annual Maximum	\$1,500		\$1,500		\$1,500		\$10/50/80	Ded. & Coins
							Unlimited	

*This summary is intended for use only as a general summary of benefits. For a detailed description of benefits, terms, limitations and exclusions, see group certificate.*

*This summary is intended for use only as a general summary of benefits. For a detailed description of benefits, terms, limitations and exclusions, see group certificate.*

## APPENDIX D

### PAYROLL DATES

#### SEPTEMBER 2015 through AUGUST 2018

2015 - 2016	2016 - 2017	2017 - 2018
September 11, 2015	September 9, 2016	September 8, 2017
September 25, 2015	September 23, 2016	September 22, 2017
October 9, 2015	October 7, 2016	October 6, 2017
October 23, 2015	October 21, 2016	October 20, 2017
November 6, 2015	November 4, 2016	November 3, 2017
November 20, 2015	November 18, 2016	November 17, 2017
December 4, 2015	December 2, 2016	December 1, 2017
December 18, 2015	December 16, 2016	December 15, 2017
December 31, 2015	December 30, 2016	December 29, 2017
January 15, 2016	January 13, 2017	January 12, 2018
January 29, 2016	January 27, 2017	January 26, 2018
February 12, 2016	February 10, 2017	February 9, 2018
February 26, 2016	February 24, 2017	February 23, 2018
March 11, 2016	March 10, 2017	March 9, 2018
March 24, 2016	March 24, 2017	March 23, 2018
April 8, 2016	April 7, 2017	April 6, 2018
April 22, 2016	April 21, 2017	April 20, 2018
May 6, 2016	May 5, 2017	May 4, 2018
May 20, 2016	May 19, 2017	May 18, 2018
June 3, 2016	June 2, 2017	June 1, 2018
June 17, 2016	June 16, 2017	June 15, 2018
July 1, 2016	June 30, 2017	June 29, 2018
July 15, 2016	July 14, 2017	July 13, 2018
July 29, 2016	July 28, 2017	July 27, 2018
August 12, 2016	August 11, 2017	August 10, 2018
August 26, 2016	August 25, 2017	August 24, 2018

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the City of Norwich (the "City"), the Norwich Board of Education (the "Board") and the Norwich Educational Administrative Assistants, Local 1303-190, AFSCME, Council #4 (the "Union").

Effective July 1, 2004 and retroactive thereto, those bargaining unit employees who are enrolled in the City of Norwich Pension Plan (the "Plan"), and who are not receiving a pension under the Plan as of the date this Memorandum of Agreement is signed by all three parties, shall be covered by the amendments to the Plan as effected by action of the Norwich City Council on October 21, 2002. Such employees shall be subject to all of the revised plan conditions, including increased employee contributions, effective July 1, 2004 and retroactive thereto.

This Memorandum of Agreement is subject to approval by the City, the Board and the Union.

IN WITNESS WHEREOF, the parties have, by signature of their representatives, executed this document.

NORWICH BOARD OF EDUCATION

NORWICH EDUCATIONAL  
ADMINISTRATIVE ASSISTANTS,  
LOCAL 1303-190, AFSCME, COUNCIL #4

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

CITY OF NORWICH

By \_\_\_\_\_

\_\_\_\_\_  
Date Signed

**Norwich Public Schools  
Administrative Assistants  
Performance Evaluation Form**

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Location: \_\_\_\_\_ Current Assignment: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Evaluation Period: From \_\_\_\_\_ To: \_\_\_\_\_

Directions: Evaluator shall complete this review and meet with the employee to discuss the content. This form shall be used as a constructive guideline.

	Above Satisfactory	Satisfactory	Needs Improvement	NA
<b>1.0 Responsibilities</b>				
1.1 Knowledge of duties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Quality of work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3 Efficient use of time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4 Demonstrates flexibility with regard to unexpected situations and/or changes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5 Meets deadlines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.6 Ability to work with others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.7 Demonstrates initiative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.8 Adheres to work rules	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.9 Attendance/dependability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>2.0 Supervisory Responsibilities</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Overall Evaluation: Based on the appraisal you have made on the above factors, complete the following overall assessment of the employee's job performance.**

Above Satisfactory     Satisfactory     Needs Improvement

If probationary employee, do you recommend that the employee's employment to be continued?

Yes     No

**IF NOT PLEASE CONTACT THE BUSINESS ADMINISTRATOR**

Evaluator Comments: (optional) \_\_\_\_\_

Employee Comments: (optional) \_\_\_\_\_

Action Plan to Address Areas of Improvement (This is required if areas need improvement. This is a non-disciplinary action plan.)

Evaluator signature \_\_\_\_\_ Date \_\_\_\_\_

Administrator signature \_\_\_\_\_ Date \_\_\_\_\_

Employee signature \_\_\_\_\_ Date \_\_\_\_\_

**NOTE TO EMPLOYEE WHO IS BEING EVALUATED: YOUR SIGNATURE CONFIRMS THAT YOU HAVE SEEN THIS REPORT AND DISCUSSED IT WITH YOUR SUPERVISOR. IT DOES NOT INDICATE YOUR AGREEMENT WITH THE EVALUATION.**

**Date evaluation form received by Business Office:** \_\_\_\_\_

**Please attach additional sheet(s) for comments if necessary.**

**Return original to the Business Office.**