

AGREEMENT

- between -

THE NORWICH BOARD OF EDUCATION

- and -

NEW ENGLAND HEALTH CARE EMPLOYEES UNION,
DISTRICT 1199, SEIU

- for -

SCHOOL NURSES AND LICENSED PRACTICAL NURSES

THROUGH JUNE 30, 2024

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PREAMBLE

This Agreement is made by and between the NORWICH BOARD OF EDUCATION, (hereinafter referred to as the "Board" or "Employer"), and NEW ENGLAND HEALTH CARE EMPLOYEES UNION, DISTRICT #1199, SEIU, (hereinafter referred to as the "Union").

ARTICLE 1 - RECOGNITION

The Board recognizes the Union as the exclusive representative for the purpose of collective bargaining for the bargaining unit consisting of all School Nurses and Licensed Practical Nurses employed by the Board, excluding the Supervisor of School Nurses and others excluded by the Municipal Employee Relations Act.

ARTICLE 2 - BOARD PREROGATIVES

Section 1. 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 Public 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, with written notice as provided in Article 9, Section 6; 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.

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.

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.

Section 2. The Board's failure to exercise any right in a particular way shall not be deemed a waiver of any right or preclude the Board from exercising

the same in some other way not in conflict with the provisions of this Agreement.

ARTICLE 3 - UNION SECURITY

Section 1. The Board will advise all newly employed School Nurses and Licensed Practical Nurses at the time of their employment that the Union is their bargaining representative and will annually notify the Union in writing of the name and address of newly hired School Nurses and Licensed Practical Nurses. The Board recognizes the right of any School Nurse or Licensed Practical Nurse to become and remain a member of the Union.

Section 2. The Board agrees to deduct Union membership dues from the earnings of any School Nurse or Licensed Practical Nurse who has executed an authorization form. This authorization may be revoked at any time by the School Nurse or Licensed Practical Nurse giving notice to the Board.

Such deductions shall be in the amount certified by the Union and shall be made in accordance with the terms of said authorization form. Withheld amounts will be forwarded to the designated Union office monthly together with a record of the amount and the names of those for whom deductions have been made.

The Board's obligation to make such deduction shall terminate automatically upon termination of the employment of the School Nurse or Licensed Practical Nurse.

Section 3. The Union agrees to defend, indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liabilities that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article.

ARTICLE 4 - NO STRIKE-NO LOCKOUT

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

ARTICLE 5 - SALARIES

Section 1. All School Nurses and Licensed Practical Nurses shall be paid in accordance with the salary scale set forth in Appendix A, attached hereto and made a part hereof.

Section 2. Recognition of previous experience and additional responsibilities shall be taken into consideration in determining the starting step on the salary scale for new employees.

Section 3. All employees shall be paid biweekly.

ARTICLE 6 - WORK YEAR AND HOURS OF WORK

Section 1. Work Year

The work year for full-time employees shall consist of one hundred eighty-six (186) days, inclusive of student days and non-student days. The work year will begin no earlier than one (1) week prior to the first student day of the school year and will end prior to July 1. The Superintendent will designate days within the work year that are not student days for purposes such as clerical tasks or professional development as designated by the Administration.

Section 2. Work Day

The normal workday for full-time employees shall be seven (7) hours, inclusive of the lunch period. Each employee shall report to work on a schedule determined by the administration of the school to which the employee is assigned.

For School Nurses and Licensed Practical Nurses, the beginning and ending time of the work day shall be set based on the schedule at the school(s) to which they are assigned, but shall not exceed seven (7) hours. In addition to the normal workday, School Nurses and Licensed Practical Nurses may be expected to participate in a reasonable number of additional professional responsibilities that occur outside of the normal workday.

If an employee is assigned to an activity, meeting or project which exceeds the seven (7) hours per day, with the approval of the

Administration and with as much notice as is practicable, the employee shall receive payment at his or her regular wage rate.

Section 3. Lunch Period

Each full-time employee shall have a one-half (1/2) hour duty free lunch period, except in cases of emergency. Normally, employees shall remain in the school building during the lunch period to be available for emergencies.

ARTICLE 7 - PROFESSIONAL DEVELOPMENT

Section 1. Professional Meetings

Time for participation in educational institutes, workshops, or meetings which will improve the individual's on-the-job performance may be granted by the Superintendent. Upon the written approval of the Supervisor of School Nurses and the Superintendent, the Board will reimburse the individual the cost of participation in educational institutes, workshops, or meetings.

Section 2. Professional Dues

The Board shall pay the annual professional dues for the Connecticut and National School Nurses Associations or for other professional organizations related to school nursing, to a maximum of one hundred fifty dollars (\$150) per year for each School Nurse.

Section 3. Indemnification

School Nurses and Licensed Practical Nurses shall be covered by the indemnification provisions of the Connecticut General Statutes.

ARTICLE 8 - SENIORITY

Section 1. Definition

Seniority shall be defined as an employee's length of continuous Board service in the bargaining unit, including all authorized paid leave.

School Nurses who were employed by the City of Norwich prior to July 1, 1993 shall have their years of continuous service with the City counted toward seniority with the Board, provided:

- (a) there was no interruption of service between City and Board employment (i.e., the employee was employed by the City in 1992-93 and was appointed by the Board for 1993-94);
- (b) the employee had satisfactorily completed the probationary period with the City; and
- (c) the employee provided a release and authorization for the City to transfer copies of his/her personnel file to the Board.

Section 2. Probationary Period

All new employees shall serve a probationary period of ninety (90) calendar days. Periods of school breaks, school holidays, and employee

leave time shall not be included within the ninety (90) calendar day period. Upon completion of the probationary period, the seniority of such new employee shall be retroactive to the date of hiring. Notwithstanding any other provision of this Agreement, probationary employees may be terminated by the Board at any time, without recourse to the grievance or arbitration provisions of this Agreement.

Section 3. Loss of Seniority

Seniority shall be broken by:

- (a) voluntary resignation;
- (b) discharge for cause;
- (c) retirement;
- (d) layoff of more than sixteen (16) months;
- (e) absence without leave.

ARTICLE 9 - LAYOFFS

Section 1. The duties performed by employees who have been laid off may be reassigned to other employees.

Section 2. Separation from service due to disciplinary action or penalty will not be considered a layoff.

Section 3. Seniority for purposes of this Article shall be defined as length of continuous service within classification, as provided in Article 8.

Section 4. Order of Layoff

Employees will be laid off in reverse order of seniority within a classification. When two or more such employees have identical lengths of service, the layoff will be based on the date and time of the submission of the employee's application.

Section 5. Notice of Layoff

The Board will give written notice to the employees involved and the Union's representative of a proposed layoff. This notice shall be sent to the employees at their electronic mail address as it appears in the records of the Board Office four (4) weeks before the effective date of the layoff; unless there is an unanticipated loss of funding, in which case there may be two (2) weeks' notice of layoff. It is the employees' responsibility to notify the Board Office in writing of any change in electronic mail address.

Section 6. Recall Rights

- a. Laid off non-probationary employees shall have recall rights for a period of twelve (12) months from the date of layoff. Said employees shall be recalled by inverse order of layoff, by classification, with the most senior employee on layoff as the first to be recalled. Employees eligible for recall shall be responsible for maintaining accurate e-mail and telephone contact information with the Superintendent's office.
- b. Any employee who refuses recall shall lose all further recall rights. Notice of recall shall be sent by email to the email of record provided to the Superintendent by the employee upon layoff. The Board shall also attempt to call the employee at the telephone number provided by

the employee on the same day as such email is sent. Within five (5) business days of receipt of the notice of recall, the employee shall deliver to the Board Office a written response by email to the Superintendent that he/she will be reporting to work. Failure of the employee to report to work within ten (10) business days following receipt of the notice of recall shall result in loss of all recall or reemployment rights the employee might otherwise have under this Agreement. It is the employee's responsibility to notify the Board Office in writing by emailing the Superintendent with notice of any change in email address or telephone number.

Section 7. Vacancies

Job vacancy is defined as an opening or new position in the classifications listed in the salary schedule. When a vacancy in a bargaining unit position occurs, the following principles shall apply in the following order:

- a. All vacancies and new positions in the bargaining unit shall be sent by e-mail to each school nurse and/or LPN. The Union will also be notified of the vacancy by e-mail.
- b. Employees desiring to bid on the job or apply for transfer to the vacancy shall file an application in writing within the posting time limit.
- c. After the posting concludes, the Administration shall select the most qualified applicant from within or outside of the unit, provided that the Administration retains the right to make temporary assignments as needed. In the event the Board interviews applicants for the vacancy,

members of the bargaining unit who applied for the vacancy will be interviewed. Where there are two equally qualified applicants from within and outside of the unit, the candidate within the bargaining unit shall prevail. Where an appointment is made from among bargaining unit members of equal qualification, seniority shall prevail. All bargaining unit members who apply for a vacancy shall be notified of the individual selected for the vacancy.

Section 8. Transfer

School nurses who desire to transfer to another assignment at the beginning of the school year, shall file a written statement of such desire with the Superintendent and a copy to his/her immediate supervisor not later than March 1 of each year. Such statement shall include the assignment to which the nurse desires to be assigned.

ARTICLE 10 - TERMINATION OF EMPLOYMENT

Section 1. Resignation

An employee shall give four (4) weeks written notice of resignation to the Superintendent.

ARTICLE 11 - LEAVE PROVISIONS

Section 1. Sick Leave

- a. Each full-time employee hired prior to September 1, 2002, who has completed the probationary period, shall receive fifteen (15) paid sick days at the start of each school year. Each full-time employee hired

on or after September 1, 2002, who has completed the probationary period, shall receive ten (10) paid sick days at the start of each school year. Paid sick leave for full-time employees hired after the start of the school year shall be prorated.

- b. Sick leave earned during continuous employment may be accumulated up to a maximum of two hundred twenty (220) working days.
- c. Sick leave shall continue to accumulate during paid leaves.
- d. No sick leave shall accrue during a leave of absence without pay.
- e. An employee may use sick leave for any bona fide illness or injury which is not compensable under the Workers' Compensation Act, except as provided in g below.
- f. An employee who is temporarily totally disabled by an injury/illness which has been ruled compensable under the Workers' Compensation Act may use accumulated sick leave to supplement workers' compensation payments. One-quarter of a sick day shall be charged for each day of supplement. 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 injury. An employee may use sick leave under this Section for a maximum of three (3) calendar months.
- g. (1) A medical certificate acceptable to the Board from a treatment provider shall be required from an employee prior to returning to

work for any absence due to illness or injury of five (5) or more consecutive work days.

- (2) For prolonged illness or injury exceeding five (5) days, a medical certificate acceptable to the Board from a treatment provider shall be required from an employee consistent with the Family and Medical Leave Act or Administration approved leave practices. In addition, the employee will be required to provide the Board with a medical certificate prior to returning to work indicating that, in the opinion of his/her treatment provider, the employee is able to return to work and perform all duties associated with his/her position.
- (3) Should the Board require a medical certificate, as described above, the same shall not be a grievable matter by the employee or the Union.
- (4) The failure of an employee to provide a medical certificate pursuant to this Section shall result in the employee not being paid for said sick leave for the absence or occurrence. Further, the employee may be subject to additional disciplinary action.
- (5) The failure of the Board to request a medical certificate pursuant to this Section shall not constitute a waiver by the Board of this provision.
- (6) The Board may refuse to pay sick leave benefits if investigation shows falsification of any claim for sick leave benefits, and, in

addition, said employee may be subject to additional disciplinary action by the Board.

- h. Each employee shall be notified on their pay stub each payroll period of his/her accumulated sick leave.
- i. Upon retirement, an employee hired on or before February 1, 2018 shall be paid eleven dollars (\$11.00) for each day of accumulated unused sick leave, up to a maximum of one hundred (100) days.

Section 2. Maternity, Family and Medical Leave

Maternity, family and medical leaves shall be granted as provided by State and federal law.

When an employee is on leave that qualifies under the Family and Medical Leave Act ("FMLA"), the employee shall be required to substitute paid leave for which the employee is otherwise eligible based on the reason for the FMLA leave.

Section 3. Educational Leave

After three (3) years of continuous employment with the Board, educational leave without pay for up to one full school year may be requested in writing. The granting of such leave shall be in the sole discretion of the Superintendent. During any such leave, the employee shall not earn any leave nor be entitled to any benefits under this Agreement. The employee may continue to participate in the group insurance plan by paying the full cost of such participation. Seniority shall

not accrue during the leave, but shall remain the same as at the beginning of the leave. The Superintendent may temporarily fill the employee's position during the leave.

Section 4. Other Leave of Absence Without Pay

An employee who has completed the probationary period, upon proper application in writing to the Superintendent, may request a continuous leave of absence without pay for a period not to exceed three (3) months. The granting of such leave shall be in the sole discretion of the Superintendent. Extensions may be granted by the Superintendent, but in no case shall the total period of time exceed one (1) school year. During any such leave, the employee shall not earn any leave nor be entitled to any benefits under this Agreement. The employee may continue to participate in the group insurance plan by paying the full cost of such participation. Seniority shall not accrue during the leave, but shall remain the same as at the beginning of the leave and shall be bridged. The Superintendent may temporarily fill the employee's position during the leave.

Section 5. Personal Leave

a. Full-time employees who have completed the probationary period shall be entitled to leave with pay, in addition to and not deductible from sick leave, for the following reasons:

- (1) . Up to a total of five (5) days per school year for the following reasons:

- (a) religious holy days;
 - (b) sickness, marriage (other than that of the employee), childbirth or graduation of the nurse's mother, father, sister, brother, spouse, son, daughter, or other relative of the employee;
 - (c) death of any relative, or one day leave for a close friend of the nurse;
 - (d) required attendance at a judicial or administrative hearing, house closing or other legal demands outside the employee's control;
 - (e) emergencies;
 - (f) other personal reasons necessitating absence from school (limited to one day per year).
- b. Application for leave shall be made to the office of the Superintendent at least forty-eight (48) hours in advance (except in the case of emergencies). At the time of application, a specified statement of the reason for the request shall be given.
- c. Additional personal days may be deducted from allowable sick leave at the discretion of the Superintendent.

Section 6. An employee may request a leave of absence without pay or benefits for up to one (1) school year, to accept a position with the Union. The request shall not be unreasonably denied.

ARTICLE 12 - INSURANCE AND RETIREMENT

Section 1. Health Benefits for Employees

The Board shall provide the following health benefits, or substantially equivalent benefits, for full-time employees covered by this Agreement who are not currently receiving benefits under another health insurance plan:

A. Medical Benefits.

1. For the 2020-2021 and 2021-2022 school years, the Board shall offer the following insurance plans to full-time employees, and these full-time employees may choose one of the following plans:

Century Preferred Plan

High Deductible Health Care Plan

For the 2022-2023 school year and thereafter, the Board shall offer to full-time employees a high deductible health plan with a health savings account (HDHP/HSA).

A summary of the above plans is contained in Appendix E of this Agreement.

2. The Board shall pay the following portion of the premium or premium equivalent for coverage of the employee and his/her eligible dependents under the plans offered by the Board:

Century Preferred Plan

July 1, 2020 81% (employee pays 19%)*upon ratification

July 1, 2021 71% (employee pays 29%)

High Deductible Health Care Plan

July 1, 2020 82% (employee pays 18%)*upon ratification

July 1, 2021 82% (employee pays 18%)

July 1, 2022 82% (employee pays 18%)

July 1, 2023 81% (employee pays 19%)

The employee shall pay the balance of the premium or premium equivalent by payroll deduction.

3. The Board will contribute fifty percent (50%) of the applicable HSA deductible amount, as set forth above. For the 2021-2022 and 2022-2023 school years, the Board's contribution toward the HSA deductible will be deposited into the HSA accounts on the first payroll of the school year, for active employees only. For the 2023-2024 school year and thereafter, half of the Board's contribution toward the HSA deductible will be deposited into the HSA accounts on the first payroll of the school year and the second half will be deposited into the HSA accounts in the first payroll after January 1st, for active employees only.

The parties acknowledge that the Board's contribution toward the funding of the HSA is not an element of the underlying

insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

For employees not eligible for an HSA account, and enrolled in the HDHP, the Board shall pay the monetary value of the Board contribution of the applicable deductible amount as compensation to the employee, on the same schedule as the Board makes payments to employees' HSAs.

- B. Dental Plan. The Board shall provide for each employee a dental plan substantially comparable to the Blue Cross "Co-Pay Plan for Dental Care," with Riders A and B as currently described in the Blue cross summary of benefits.

The Board shall pay the same premium cost share percentage for individual coverage as set forth above based on the employee's choice of medical benefits.

The employee shall pay the balance of the premium, by payroll deduction. Family coverage is to be at the option of the employee and is to be paid for by the employee.

- C. Section 125 Plan. The Board shall continue to provide a Section 125 Premium Conversion Plan through which

employees will pay their portion of health insurance premiums, to the extent permitted by law.

Section 2. Life Insurance

The Board shall provide a twenty-five thousand dollar (\$25,000.00) term life insurance policy for each full-time employee. Continuation of life insurance after an employee leaves employment shall be determined by the terms of the life insurance policy in effect at the time that the employee leaves employment.

Section 3. Health Benefits for Retirees

The Board shall provide and pay for employees retiring on or after June 15, 1994, with at least twenty (20) years of seniority as defined in Article 8, fifty percent (50%) of the cost of the basic medical insurance plans offered to active employees, including any riders available to said active employees, but excluding dental coverage. The Board will continue to pay such premiums until the retiree reaches age sixty-five (65). The Board will not pay the cost of such coverage for any employee retiring on a disability or a deferred pension. This section shall not apply to any employee hired after July 22, 2010.

Section 4. Right to Select Carrier

The benefits provided for in this Article shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the Board. Notwithstanding any such changes in provider, the level of benefits shall

remain substantially comparable. The Board agrees to meet with the Union to discuss said change in provider, prior to making said change.

Section 5. Retirement Benefits

At the time of initial employment, a full-time employee shall have the option to elect participation in the City of Norwich pension plan, subject to the rules of the plan. Any employee contributions required for such participation shall be deducted from the employee's salary. Employer contributions shall be paid by the Board. The agreement concerning the pension plan for those who elected participation is set forth in Appendix B. It is understood that all retirement benefits are negotiated by the Coalition representing all bargaining unit groups whose members may be included in the City of Norwich pension plan.

Eligible nurses shall be moved to the enhanced pension program as soon as practicable. The Board will complete any necessary paperwork and notify the City of Norwich within seven (7) days after ratification by both parties.

ARTICLE 13 - GRIEVANCE PROCEDURE

Section 1. Definitions

"Grievance" shall be defined as a claim that there has been a violation, misapplication or misinterpretation of a specific provision of this Agreement, or that the suspension or dismissal of a post-probationary employee is without just cause.

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

Section 2. Procedure

- a. Step 1. The grievance shall be filed with the employee's immediate supervisor within ten (10) days of the occurrence. The immediate supervisor shall meet with the grievant within five (5) days to discuss the grievance.
- b. Step 2. If no satisfactory settlement is reached at Step 1, the grievance may be presented in writing within five (5) days thereafter to the Superintendent. The Superintendent has ten (10) days within which to hold a meeting with the grievant and the Union, and ten (10) days thereafter to respond.
- c. Step 3.
 - (1) If the aggrieved person is not satisfied with the disposition of his/her grievance at Step 2, he/she may, within ten (10) days of the receipt of the decision at Step 2, submit the grievance to the Board.
 - (2) The Board shall review the grievance at the next regularly scheduled Board meeting following receipt of the appeal, provided the appeal is received by 4:00 p.m. on the workday that precedes the Board meeting by at least one

full week. An appeal received after that time shall be heard at the next regularly scheduled Board meeting.

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

d. Step 4.

Should the parties be unable to finally resolve such grievance, the matter may then be referred to the American Arbitration Association to arbitrate such dispute or grievance.

The arbitrator shall hear and decide only one grievance in each case, except by mutual agreement of the parties. 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. The arbitrator shall be bound by and must comply with all of the terms of this Agreement.

The decision of the arbitrator shall be issued within thirty (30) days following the hearing. Such decision shall be final and binding.

No employee may proceed to arbitration on his/her own. Only the Union may submit an employee's grievance to arbitration.

The costs of arbitration shall be borne equally by the parties.

Section 4. General Provisions

Any time limit specified in this Article except for the initial filing of a grievance may be extended by mutual agreement of the Union and the Superintendent, provided that if a grievance is not submitted by the Union to a higher step in the above procedure, it shall be deemed settled on the basis of the answer given in the last step considered.

ARTICLE 14 - MISCELLANEOUS

Section 1. Whenever the singular number is used herein, the same shall include the plural, as the context shall require.

Section 2. Uniform Allowance

- a. A uniform allowance of one hundred fifty-five dollars (\$155.00) shall be paid to all post-probationary employees during the month of October annually.
- b. New employees beginning after September 1 of a school year shall receive a uniform allowance of seven dollars (\$7.00) per working month, prorated, for their first year of employment. Thereafter, such employees shall receive the same uniform allowance as other post-probationary employees.
- c. Employees shall be required to wear uniforms acceptable to the Superintendent. The Superintendent shall consult with representatives of the employees in the establishment of policy on uniforms.

Section 3. Transportation.

When employee-owned vehicles are used for professional purposes, transportation allowance will be at the prevailing rate of mileage reimbursement as set by the Board.

Section 4. Assignments, Reassignments and Other Related Matters

In the event it becomes necessary for the Board to assign or reassign employees, the Board will consider the employee's bargaining unit seniority in the decision to assign/reassign employees, but will ultimately make the decision based on the needs and best interest of the Board. Except in the case of an unanticipated vacancy or a disciplinary matter, the employee shall be given two (2) weeks' notice of reassignment.

Section 5. Except in the case of bona fide occupational qualifications or need, all provisions of this Agreement shall apply equally to all employees without discrimination in regard to age, race, color, religious creed, age, sex, marital status, national origin, ancestry, sexual orientation, disability, gender identity or expression, political activity or union activity in accordance with applicable law. This section is for informational purposes only and shall not be subject to the grievance procedure.

Section 6. The Union or the Superintendent may at any time request a labor-management meeting. A request from the Union for such a meeting shall be made to the Superintendent. A request from the Superintendent shall be made to the Union delegate or organizer. The party requesting the meeting shall specify the topic(s) it wishes to discuss. Every effort will be made to schedule a requested meeting with two (2) weeks of the request.

Meetings shall be held at mutually agreeable dates and times. Meetings shall be scheduled so as not to interfere with services to students.

Section 7. An employee who is assigned as the Acting Supervisor of Nursing for a full week or more shall receive a differential of fifteen percent (15%). Effective on signing of this Agreement, an employee who is assigned as the Acting Supervisor of Nursing shall receive a differential of fifty dollars (\$50.00) for each day of such assignment.

Section 8. If an RN from the bargaining unit is employed to work as an RN during the summer months, he or she shall be paid the hourly rate of pay at Step 1.

ARTICLE 15 - SUBSTANCE ABUSE

Section 1. Alcoholic Beverages

- a. No alcoholic beverages will be brought to work or consumed while on property owned by the Board. The Board may invoke appropriate disciplinary action for any violations.
- b. Drinking or being under the influence of alcoholic beverages while on duty is cause for suspension or termination.

Section 2. Drugs

- a. No prescription drug shall be brought to work by any employee other than the employee for whom the drug is prescribed by a licensed

medical practitioner, and shall be used only in the manner, combination and quantity prescribed.

- b. The use of an illegal drug or controlled substance or the possession of them, on or off duty, is cause for suspension or termination.
- c. The sale, trade or delivery of illegal drugs or controlled substances by an employee, on or off duty, to another person is cause for suspension or termination, and/or for referral to law enforcement authorities.
- d. The "occasional," "recreational" or "off-duty" use of illegal drugs will not be excused.

Section 3. Procedures

The procedures of the Board in regard to employee using, possessing or under the influence of alcohol, drugs, chemicals or controlled substances, while on duty are as follows:

- a. Employees shall report to their places of assignment fit and able to perform their required duties and shall not by any improper act render themselves unfit for duty.

Supervisors who have reasonable belief that an employee is under the influence of alcohol, drugs or chemicals shall immediately relieve said employee from duty in order to protect said employee, fellow employees, and the public from harm.

The Supervisor or his/her designee shall immediately notify the Superintendent.

The Supervisor and the Superintendent will interview the employee and if they both believe that the employee is under the influence of alcohol, drugs, or chemicals, then said employee will be taken to the Board's designated hospital or testing facility.

The decision to relieve the employee from duty shall be documented as soon as possible. Both the Supervisor and the Superintendent Head, or their designee, should document reasons and observations, such as glazed eyes, smell of alcohol, slurred speech, wobbly walk, change in attitude, aggressiveness, passed out, change in normal appearance, etc.

If the employee is willing to sign the appropriate release form, the hospital or testing facility will perform a drug and/or alcohol test.

- (1) It shall be made clear to the employee before he/she signs the release form that the results will be made available to the Board and may be used in disciplinary proceedings against the employee.
- (2) If the tests are not given and the results not provided, the employee will be considered in violation of this Agreement.
- (3) The employee will be relieved of duty and removed from the payroll.

When an alcohol/drug test is administered the employee will be placed on limited duty or leave with pay until results are available.

- b. Any employee driving on Board business and involved in an accident may be tested for drugs and alcohol.

Section 3. It is mutually understood and agreed by the parties that the Board shall have the absolute right to engage in alcohol and drug testing of applicants for employment with the Board in accordance with applicable law. The Board shall have no obligation to hire any applicant who fails said alcohol or drug testing.

Section 4. The failure of the Board to exercise any right under this Article in a particular way shall not be deemed as a waiver of such right or preclude the Board from exercising the same in some other way not in conflict, with the provisions of this Article.

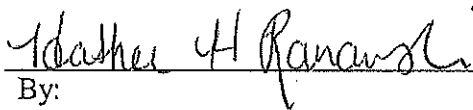
ARTICLE 16 - DURATION

Section 1. This Agreement shall become effective upon signing, and shall remain in full force and effect to and including June 30, 2024.

Section 2. Either party wishing to terminate, amend or modify this Agreement shall notify the other party in writing not prior to January 1, nor later than February 1, of the year of the expiration date. Within thirty (30) days of receipt of such notification by either party, a conference shall be held between the Board and the Union for the purpose of such amendment, modification or termination. If there is no notification, the Agreement shall be automatically renewed for successive twelve (12) month periods. Unless otherwise indicated, the successor agreement shall become


effective upon execution by the parties or as soon thereafter as possible or practicable.

NORWICH
BOARD OF EDUCATION


By: _____

6-17-2021
Date

NEW ENGLAND HEALTH CARE
EMPLOYEES UNION, DISTRICT 1199,
SEIU


By: Rob Baril, President

June 21, 2021
Date

APPENDIX A

SALARY SCHEDULE – SCHOOL NURSES

2020-2021 (2.0% effective upon ratification and retroactive to July 1, 2020)

	Step 1	Step 2	Step 3	Step 4	Step 5
School Nurse	\$45,795	\$47,214	\$48,629	\$50,089	\$51,591

2020-2021 (*Upon transition to 7 hour work day)

	Step 1	Step 2	Step 3	Step 4	Step 5
School Nurse	\$47,489	\$48,961	\$50,428	\$51,942	\$53,500

2021-2022 (2.0% effective July 1, 2021)

	Step 1	Step 2	Step 3	Step 4	Step 5
School Nurse	\$48,439	\$49,940	\$51,437	\$52,981	\$54,570

2022-2023 (2.0% effective July 1, 2022)

	Step 1	Step 2	Step 3	Step 4	Step 5
School Nurse	\$49,408	\$50,939	\$52,466	\$54,041	\$55,661

2023-2024 (2.0% effective July 1, 2023)

	Step 1	Step 2	Step 3	Step 4	Step 5
School Nurse	\$50,396	\$51,958	\$53,515	\$55,122	\$56,774

*Upon ratification during the 2020-2021 school year, employees will receive an additional 3.7% increase for the remainder of the 2020-2021 school year with the implementation of the revisions to Section 6.2.

Nurses who have completed the probationary period shall advance one step on the salary schedule after each full year of service, up to the maximum of the schedule.

Note: The Step 1 rate shall apply during the probationary period, unless the Board hires an employee at Step 2, 3 or 4 based on prior experience.

SALARY SCHEDULE – LICENSED PRACTICAL NURSES

2020-2021 (2.0% effective upon ratification and retroactive to July 1, 2020)

	Step 1	Step 2	Step 3	Step 4	Step 5
LPN	\$24.30	\$24.88	\$25.49	\$26.10	\$26.74

2021-2022 (2.0% effective July 1, 2021)

	Step 1	Step 2	Step 3	Step 4	Step 5
LPN	\$24.79	\$25.38	\$26.00	\$26.62	\$27.27

2022-2023 (2.0% effective July 1, 2022)

	Step 1	Step 2	Step 3	Step 4	Step 5
LPN	\$25.29	\$25.89	\$26.52	\$27.15	\$27.82

2023-2024 (2.0% effective July 1, 2023)

	Step 1	Step 2	Step 3	Step 4	Step 5
LPN	\$25.80	\$26.41	\$27.05	\$27.69	\$28.38

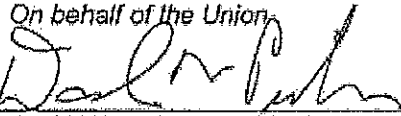
LPNs who have completed the probationary period shall advance one step on the salary schedule after each full year of service, up to the maximum of the schedule.

Note: The Step 1 rate shall apply during the probationary period, unless the Board hires an employee at Step 2, 3 or 4 based on prior experience.

APPENDIX B - MEMORANDUM OF AGREEMENT - PENSION PLAN


1. This Memorandum of Agreement is hereby entered into by and between the Norwich Board of Education ("the Board"), the City of Norwich ("the City"), and the New England Health Care Employees Union, District 1199, SEIU, ("the Union").
2. Effective upon ratification, 2016, all bargaining unit members who are enrolled in the City of Norwich Employees' Retirement Fund ("the Fund") shall be subject to all of the revised plan conditions, including increased employee contributions and changes to the final payout percentage and maximum number of service years.
3. Notwithstanding any contrary provision in the collective bargaining agreement between the Board and the Union, the conditions established pursuant to the July 1, 2008 amendments shall remain in effect unless and until the Board, the City, and the Union mutually and expressly agree to modify said conditions.
4. This Memorandum of Agreement is subject to approval by the Board, the City, and the Union.

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

On behalf of the Union


David W. Pickus President
NEHCEU, District 1199, SEIU
4/3/18

Date

On behalf of the Board


Abby I. Dolliver
Norwich Public Schools
3/26/18

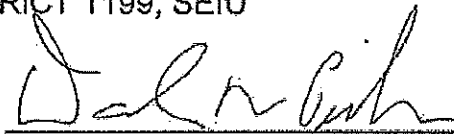
Date

APPENDIX C
MEMORANDUM OF AGREEMENT

JOB SHARING

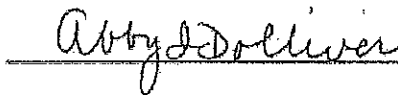
The Board and the Union agree that job sharing arrangements are subject to approval by the Superintendent. It is understood that all seniority and benefits are prorated based on the percentage of the job shared by each.

NEW ENGLAND HEALTH CARE
EMPLOYEES UNION,
DISTRICT 1199, SEIU

By: 

David Pickus
President

NORWICH BOARD
OF EDUCATION

By: 

Abby I. Dolliver
Superintendent

APPENDIX D

CENTURY PREFERRED PLAN

Benefit	Century Preferred
Cost shares	In-Network services subject to co-pays
	Out-of-Network services subject to deductible and coinsurance
	\$ 30 Co-pay office Visit, \$100 Emergency Room
	\$175 Co-pay outpatient Surgery, \$300 Per Admission Co-pay
	Deductible - \$400/\$800/\$1,200
	Coinsurance – 30% for Out-of-Network
	Out of Pocket Maximum - \$1,500/\$3,000/\$4,000
	Lifetime Maximum - Unlimited
Dependent Limiting Age	26
Preventive Care	
Pediatric	Covered according to age-based schedule
	No Co-pay
Adult	Covered according to age-based schedule
	No Co-pay
Vision	Covered once every two years
	No Co-pay
	(includes refraction)
Hearing	Covered once every two years
	\$30 Co-pay
Routine Gynecological	Covered once every year
	No Co-pay
Medical Services Medical Office Visit	\$30 Co-pay Including pre-natal and post-natal (initial maternity visit - no co-pay)

Benefit	Century Preferred
Outpatient PT/OT/Chiro	Covered up to 50 combined treatments per member per calendar year \$ 30 Co-pay (Treatment Plan Required)
Allergy Service	\$30 Co-pay for office visits and testing No co-pay for injections -up to 80 visits every three years (Treatment Plan Required)
Diagnostic Lab & X-ray	Covered No Co-pay
Inpatient Medical Services	Covered \$300 Co-pay
Surgery Fees	Covered \$175 Co-pay for outpatient surgery
Office Fees	Covered \$30 Co-pay
Office Surgery	Covered \$175Co-pay
Outpatient MH/SA	Covered at 50 percent
Inpatient MH/SA	Same co-payment as for inpatient medical services Inpatient MH - 60 days per calendar year Inpatient SA - 45 days per calendar year
Emergency Care Emergency Room	Covered - Sudden & Serious guidelines \$100 Co-pay
Urgent Care	\$25 Co-pay Participating facilities only
Ambulance	No charge
Inpatient Hospital General/Medical/Surgical/ Maternity (Semi-Private)	Note: All hospital admissions require pre-cert Covered \$300 Co-pay per admission

Benefit	Century Preferred
Ancillary Services (Medication Supplies)	Covered
Psychiatric	Covered up to 60 days per calendar year (120 partial)
Substance Abuse/Detox	Covered up to 45 days per calendar year (90 partial)
Rehabilitative	Covered up to 60 days per calendar year
Skilled Nursing Facility	Covered up to 120 days per calendar year with an additional 60 days covered as Out-of-Network \$300 Co-pay per admission
Hospice	Covered up to 60 days
Outpatient Hospital Outpatient Surgery Facility Charges	\$175 Co-pay
Pre-Admission Testing	Covered
Other Services Durable Medical Equipment	Covered
Prosthetics	Covered
Home Health Care	200 visits per calendar year including 80 Home Health Aide Visits per calendar year
Prescription Drugs	\$10/\$30/\$40 Co-pay - 30 day supply Mandatory generic substitution with current prescriptions grandfathered Twice retail for drugs available by mail order \$1,000 Maximum Additional coverage subject to out-of-network deductibles and coinsurance

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.

HIGH DEDUCTIBLE HEALTH PLAN

	IN-NETWORK	OUT-OF-NETWORK
FINANCIALS:		
Deductible	\$2,500/\$5,000	
Employer Portion of Deductible	\$1,250/\$2,500	
Employee Portion of Deductible	\$1,250/\$2,500	
Co-insurance	100%	80/20%
Maximum Out of Pocket	\$3,750/\$6,850	\$5,000/\$10,000
Maximum Lifetime Benefit Per Member	Unlimited	Unlimited
Gatekeeper Network	No	No
PREVENTIVE CARE:		
Well child care (to sched.)	No charge	Ded. & Coins.
Periodic, routine health examination (to sched.)	No charge	Ded. & Coins.
Routine eye exams	No charge	Ded. & Coins.
Routine OB/GYN visits	No charge	Ded. & Coins.
Mammography (to sched.)	No charge	Ded. & Coins.
Hearing Screening	No charge	Ded. & Coins.
MEDICAL CARE:		
Office Visits (Primary)	Subject to Deductible	Ded. & Coins.
Office Visits (Specialist)	Subject to Deductible	Ded. & Coins.
Outpatient Mental Health & Substance Abuse	Subject to Deductible	Ded. & Coins.
Diagnostic lab and x-ray	Subject to Deductible	Ded. & Coins.
High cost imaging (MRI, CAT, PET, etc.)	Subject to Deductible	Ded. & Coins.
Allergy Services - Office Visit and Testing	Subject to Deductible	Ded. & Coins.
Allergy Services - Injections (80 within 3 yrs.)	Subject to Deductible	Ded. & Coins.
HOSPITAL CARE		
Inpatient Hospitalization	Subject to Deductible	Ded. & Coins.
Skilled Nursing Facility (120 days per year)	Subject to Deductible	Ded. & Coins.
Rehabilitative Services (60 days per year)	Subject to Deductible	Ded. & Coins.
Outpatient Surgery	Subject to Deductible	Ded. & Coins.
EMERGENCY/URGENT CARE		
Emergency Room	Subject to Deductible	Same as In-Network
Urgent Care	Subject to Deductible	Ded. & Coins
Ambulance	Subject to Deductible	Ded. & Coins
OTHER SERVICES		
Physical, Occupational, Speech & Chiro Copay	Subject to Deductible	Ded. & Coins
Physical, Occupational, Speech & Chiro Limit	Subject to Deductible	Ded. & Coins
Durable Medical Equipment (Unlimited)	Subject to Deductible	Ded. & Coins
Home Health Care	Subject to Deductible	Ded. & Coins
PRESCRIPTION DRUGS:	Subj. to Ded. Then	
Retail	\$10/25/40	Ded. & Coins
Mail Order	\$10/50/80	Ded. & Coins
Annual Maximum	Unlimited	

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