

COLLECTIVE BARGAINING AGREEMENT

between

NORWICH BOARD OF EDUCATION

and

CUSTODIANS and MAINTAINERS

REPRESENTED BY MUNICIPAL
EMPLOYEES UNION "INDEPENDENT"
LOCAL 506, SEIU, AFL-CIO

July 1, 2026 - June 30, 2029

June 4, 2026

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PREAMBLE

This Agreement is made and entered into by and between the Board of Education of the City of Norwich, hereinafter referred to as the Board, and the Municipal Employees Union "Independent," Inc., hereinafter referred to as the Union.

ARTICLE 1

Recognition

Section One. The Board recognizes the Municipal Employees Union "Independent" 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 Custodians who work in the public school system of the City of Norwich, in accordance with ME-10,978 and by mutual agreement of the parties the Board recognizes Maintainers who work twenty (20) or more hours per week, including the Working Foreman but excluding the supervisory position of Maintenance Foreman or the equivalent.

ARTICLE 2

Union Security and Rights

Section One. Upon the submission of a voluntary written authorization signed by an employee, the Board agrees to deduct from the pay of its employees such membership dues as may be fixed by the Union. Such deductions shall begin immediately from the date of submission of such voluntary written authorization and shall continue for the duration of the Agreement or any extension thereof. The deductions of membership dues shall not affect in any way an employee's status as a probationary employee under Article 6, Section 3 of this Agreement.

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

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

Section Four. No dues will be deducted from an employee who is out of work and who has exhausted accumulated sick leave or while collecting Workers' Compensation.

Section Five. The Board agrees to provide space on bulletin boards in each building under its supervision in which a member of the bargaining unit works, for the exclusive use of the Union.

Section Six. Union representative shall be permitted to enter any of the schools for the purpose of discussing, processing or investigating grievances or fulfilling the Union's role as bargaining agent. The steward will obtain permission from the building principal or Director of Facilities before leaving the work site. A union representative and/or steward desiring to enter any work site will notify the Administrator prior to arrival at the work site. The Administrator shall designate a reasonable time and place for the Union Representative to meet with employees. When entering the work site, the Union Representative shall report his/her presence to the administrator upon arrival. The discussion, processing or investigation of grievances or other activity shall not interfere with an employee's work assignment or any other aspect of operations. Union representatives shall comply with all applicable rules and policies regarding visitors to the schools.

Section Seven. The Board shall provide each employee with access to the contract by posting it online within thirty (30) days after the signing of this Agreement. New employees shall be provided with the URL link to a copy of this Agreement.

Section Eight. The Union shall indemnify and hold the Board harmless from any and all demands, suits, complaints and claims, including reasonable attorney's fees caused by or arising out of the administration or enforcement of this Article.

Section Nine. Two employees shall be released from work with pay and without penalty for one day each per year in order to attend one Union training session.

Section Ten. The Union may use school buildings without cost for meetings, with advance notification to and authorization of the principal of the school to be used. Such authorization shall not be unreasonably withheld.

Section Eleven. The board agrees to voluntary payroll deductions for the Union's Political Action fund. These deductions shall be kept consistent with federal and state law on the subject.

ARTICLE 3

Non-Discrimination

Section One. All provisions of this Agreement shall apply equally to all employees without discrimination based on race, color, creed or religion, sex, sexual orientation, disability, national origin, age, marital status, genetic information, or gender identity or expression, Union or political affiliation, or other classifications protected by applicable law. This section is for informational purposes only.

ARTICLE 4

Hours of Work, Overtime

Section One. Rates of Pay.

- a. Straight time will be paid for all hours worked up to and including forty (40) hours.
- b. All time in excess of forty (40) hours per week, shall be paid at time and one-half.
- c. Double time will be paid on Sundays and holidays for work authorized by the Director of Facilities.

- d. In the event an employee is called in for a time not contiguous with his/her shift, he/she will be paid for a minimum of two (2) hours. In the event an employee is called in work early or is requested to stay beyond the end of his/her shift, the employee will be paid for the time worked in addition to the shift, with such additional time rounded up to the next whole hour.

Section Two. Overtime.

- a. In July of each year, the Board shall establish a voluntary overtime list for purposes of assigning overtime. Any full-time employee may elect to be on this list. Only employees who are on the overtime list shall be called for overtime assignments, unless no employee on the list accepts an assignment. Employees may request that their name be added or removed from the list at any time. The list shall indicate if the employee wishes to be called for district-wide assignments, or for in-school assignments only.
- b. In cases where the Board determines that overtime is necessary and that overtime is not pre-scheduled, the Board shall use "on-duty" employees to avoid the need to call-back employees on an overtime basis. Such overtime opportunities shall be rotated on a seniority basis.
- e. In cases where the Board determines that overtime is necessary and on-duty coverage is insufficient, or in cases where overtime is prescheduled, the Board shall offer overtime to employees on the voluntary overtime list as follows:
1. First, to full-time employees within the school who are on the overtime list for that school;
 2. Then, to full-time employees using the district-wide overtime list.

Such overtime opportunities shall be rotated on a seniority basis from the overtime list.

- d. If no bargaining unit member takes the overtime opportunity under the above procedure, the Board may use non-bargaining unit employees to fill a shift opening.
- e. In regards to overtime for emergencies, for example, snowstorms, the Head Custodian will be responsible for calling his/her employees in for overtime either before his/her shift or after the shift. Employees will be given the option to work their regular shift in addition to overtime or to be sent home early at the completion of 8 hours.

Section Three. The hours of work for Custodians shall be:

- a. 1st shift 6:30 a.m. to 3:00 p.m. for all Head Custodians, except as otherwise agreed.
- b. 2nd shift 2:30 p.m. to 11:00 p.m. for all second shift custodians.
- c. Midday shift 10:00 a.m. to 6:30 p.m. for all midday shift custodians, except as otherwise agreed.
- d. The Board may change the hours of work upon advance notice to the employees and the Union. The Board shall negotiate with the Union to the extent required by law.

- e. The Board shall designate District positions as it deems necessary based on operational need, and shall have the discretion to assign those positions to locations and assignments as necessary to meet the operational needs of the Board.

Where the Board is aware that an opening will occur on a shift of three or more consecutive days, the Board may assign a District custodian to a different shift upon 48 hours' notice to the affected employee.

- f. Summer Hours: All employees shall work 6:00 a.m. to 2:30 p.m.

Section Four. The hours of work for Maintainers shall be:

- a. The standard work week shall consist of forty (40) hours, five (5) consecutive days, eight (8) hours each, Monday through Friday, inclusive.
- b. The normal working hours shall be as follows:
6:00 a.m. to 2:30 p.m.

Section Five. Employees shall be notified of schedule changes or changes in work location at least two (2) weeks in advance. When the Board wishes to make a schedule or location change, the Board shall notify the Union of the change and the reason therefore.

Section Six. Employees working on non-school related weekend activities or on holidays will be responsible for opening, closing up and securing the building after the activity is concluded.

Section Seven. The employer will endeavor to have a list of substitutes to replace absent employees both from within and outside the bargaining unit.

ARTICLE 5

Negotiations

Section One. The Board agrees to negotiate with the Union over unilateral changes in substantial terms and conditions of employment during the term of this Contract.

ARTICLE 6

Seniority

Section One. Seniority shall be defined as preferred status for specific purposes based on an employee's uninterrupted service with the Board from date of last hire, including all authorized paid leave, providing the employee returns to work immediately at the conclusion of such leave.

For purposes of determining seniority within classification, as defined by Article 7, Section 1, seniority shall be based on an employee's uninterrupted service with the Board from date of last hire into that classification, including all authorized paid leave, providing the employee returns to work immediately at the conclusion of such leave.

Section Two. The Board shall prepare a list of all employees covered by this Agreement showing their seniority in length of service with the Board and deliver the same to the Union office and to each school for posting on the Employee bulletin board on October 1 of each year. Upon completion of their probationary period, new employees shall be added to this list and the Board shall mail or fax a copy of the same to the Union office and to each school for posting on the Employee bulletin board.

Section Three. No employee shall attain seniority or other rights under the Agreement until he/she has been continuously on the payroll of the Board for a period of six months. Until expiration of such period, he/she shall be on probation and may be terminated by the Board in its sole discretion for any reason whatsoever, and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement. An employee, after completion of his/her probationary period, shall acquire seniority commencing on the date of his/her employment. Any absences of an employee of one week or longer during the probationary period will not count toward the six month probationary period.

Section Four. Seniority shall terminate

- a. upon voluntary resignation or retirement;
- b. upon discharge;
- c. upon the expiration of recall rights after one (1) year of layoff or refusal of a recall opportunity;
- d. if an employee returns to work within one (1) calendar year of leaving, his/her seniority will continue minus the time of absence.

Section Five. An employee hired to fill a position of Employee on leave and who subsequently is hired into that regular position (with no break in service) will have his/her seniority count from initial date of hire.

ARTICLE 7

Vacancy

Section One. Job vacancy is defined as an opening or new position in the following classifications:

- A. Custodian.
- B. Head Custodian.
- C. Skilled Maintainer.

Section Two. All job openings covered by this Agreement which the Board plans to fill shall be posted within ten (10) calendar days of the vacancy so created. The posting shall be on the Norwich Public Schools website for ten (10) calendar days. Job postings shall also be sent by email to each bargaining unit member.

Section Three. Employees desiring to bid on the job or apply for transfer to the vacancy shall complete an online application within the posting time limit.

Section Four. 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. 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 Five. The Superintendent or his/her designee has the authority to transfer personnel between buildings and/or work shifts within the bargaining unit. In making such transfers the needs and interests of affected parties will be given every consideration. Except for emergency situations or compelling circumstances, employees shall be given two (2) weeks' notice before being transferred, and the Union shall also be notified of any schedule changes.

Section Six. Employees 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 Employee desires to be assigned. Other transfer requests will be accepted and filled when applicable at any time during the school year.

Section Seven. An employee who voluntarily transfers to another position may revert back to his/her original position, as long as the Board has not filled the position in question.

An employee who is promoted from Custodian to Head Custodian or from Head Custodian Group 1 to Head Custodian Group 2, may revert back to his/her original position, as long as the Board has not filled the position in question.

ARTICLE 8

Layoff and Recall

Section One.

- a. In the event of a reduction in the work force, the employees whose jobs are affected shall have the right, in order of their seniority within classification, to replace the least senior employee, provided they have the ability to perform the required work. Rehire shall be in the reverse order of layoff.
- b. If a position of a Head Custodian is eliminated, the incumbent Head Custodian shall have the right to replace the least senior Head Custodian within the Head Custodian classification. In such a case, the replaced Head Custodian shall have the right to replace the least senior Custodian within the Custodian Classification. Upon a new opening occurring for Head Custodian within twelve (12) months of the elimination of the position, the former Head Custodian may be reappointed to Head Custodian.

Section Two. For the purposes of this Article, seniority shall mean the length of time a member of the bargaining unit has been continuously employed by the Board in a position in this Custodian bargaining unit. In addition, Maintainers incorporated into this bargaining unit shall retain seniority from the date of hire and continuously employed by the Board in a position of Maintainer.

Section Three. Any employee who is laid off may have his/her name placed on a reappointment list for a period of twelve (12) months following the date of layoff by so notifying the Superintendent by email by March 1. Employees who so notify the Superintendent shall have for a period of twelve (12) months following the date of layoff, the right to be reappointed to the position or comparable position from which he/she was laid off if a position should become vacant or be reinstated.

Section Four. Any member of the bargaining unit on the reappointment list shall receive by email to the email of record provided to the Superintendent by the employee upon layoff, a written offer of reappointment at least five (5) days prior to the date of re-employment. He/she shall accept or reject the appointment in writing by email within one calendar week of receipt of the offer, or the offer shall be deemed to be rejected.

Employees on the reappointment list shall be responsible for maintaining accurate email and telephone contact information with the Superintendent's office.

Section Five. No employee who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits, whether or not he/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, 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.

Section Six. In the event an employee declines an offer of reappointment to return to work, his/her seniority will be considered lost, and he/she will no longer be considered eligible for reappointment. Notice of reappointment shall be sent to the last known email address of the employee, return receipt requested, at least ten (10) calendar days before he/she must begin work.

Failure to respond to the reappointment notice within seven (7) days of receipt shall be considered a refusal of reappointment. All rights under this Article shall terminate upon refusal of reappointment.

Section Seven. Employees on a reappointment list shall be given first opportunity for available substitute work. Substitute work shall be paid at the substitute pay rate, which shall be the 0-3 years of experience band.

Section Eight. In event of a budgetary problem necessitating the possible layoff of employees, the Board will notify the Union prior to any notification of employees. The Employee being terminated shall be notified in writing at least two (2) weeks before the layoff. The Board shall consult with the Union prior to a layoff or change in hours, which affects the chief steward.

ARTICLE 9

Personnel Records

Section One. An employee covered hereunder shall, on his/her request, be permitted to examine and copy any and all materials in his/her personnel file during regular office hours by appointment. The Union may have access to any employee's records upon presentation of written authorization by the appropriate employee.

Section Two. No written evaluations, written warnings, reprimands or notice of other disciplinary action of an employee shall be placed in his/her personnel file without notice to the employee. Delivery of a copy to an employee marked "cc personnel file" shall be adequate notice. Employees may make a written response to evaluations which are contained in their files.

Section Three. An employee may file a rebuttal to items in his/her personnel file.

ARTICLE 10

Leave Provisions

Section One. Sick Leave. New employees will accrue sick leave at the rate of .833 days of sick leave for each month of work completed prior to the next July 1. On the next July 1 following date of hire, and on each July 1 thereafter, such employees will receive sick leaves in accordance with the following schedule:

<u>Completed Years of Service as of July 1</u>	<u>Sick days</u>
0-1 year	8
2 years	10
3 years or more	15

Unused sick leave shall accumulate to a maximum of two hundred (200) days. New employees will not be eligible to utilize any sick leave until they have been employed by the Board for one hundred twenty (120) calendar days. For employees hired on or before September 1, 2021, the Board shall pay out half the sick time accumulated (maximum 100 days) at \$11 a day.

Employees hired after September 1, 2021 shall not be eligible for any sick leave payout upon separation under any provision in this Article.

Nothing in this Agreement is designed to contradict any applicable laws regarding the provisions of paid sick leave to eligible employees, and the employer will follow such laws where necessary.

Section Two. If an employee is out of work for more than five (5) consecutive work days, the Board shall require a verification of illness or injury in the form of a physician's certificate. Such verification shall state the nature and duration of the illness. Failure to provide such verification upon request shall be sufficient to deny sick leave payment.

Section Three. Personal Leave.

Members shall be entitled to three (3) days of personal leave of absence with pay in each fiscal year. Use of personal leave days shall be for the purpose of conducting private affairs that cannot be conducted during non-work hours, including observance of religious holidays and shall not be deducted from vacation or sick leave credits. At least 24 hours' notice shall be given to the Office of the Superintendent or the Superintendent's designee when an employee is utilizing a personal leave day. In cases of emergency less than 24 hours' notice may be given. Personal leave days not taken in a fiscal year shall not be accumulated. Additional personal days may be deducted from allowable sick leave at the discretion of the Superintendent. Personal leave under this Article shall be taken in half day or full-day increments.

Section Four. Military Leave. Military leave shall be granted in accordance with Federal and State Law.

Section Five. Jury Duty. Employees shall be entitled to full pay at their base rate for absence because of jury duty, less the fee paid with respect to such jury duty, provided reasonable notice is given to the Superintendent within two working days of receipt. Employees shall submit certification of attendance of any such jury duty service to the Norwich Public Schools' Business Office.

Section Six. Medical Leave of Absence. Upon exhaustion of sick leave, an employee may request an unpaid leave of absence. Depending upon the needs of the school system, the Superintendent, in his/her discretion, may grant such leave. The Board shall provide an employee with leave in accordance with the

Family and Medical Leave Act, as applicable.

Section Seven. Maternity Leave. An Employee who becomes pregnant shall so notify the Superintendent or his/her designee at least four (4) months prior to the expected date of delivery and shall thereafter provide a doctor's certificate indicating continued fitness for work at least monthly or more often if there is a change in her condition during the month. Leave shall begin when, in the opinion of her doctor, the Employee is no longer physically able to work or upon confinement, whichever comes first. Leave shall expire when in the opinion of her doctor she is able to return to work. Except in the case of unusual medical difficulties of the Employee, leave is not expected to continue for more than six (6) weeks after delivery. Such leave shall be with pay as for any other short-term disability to the extent of accumulated sick/vacation leave. The Employee shall be assigned to her former position upon return provided that the position has not been eliminated.

Section Eight. Other Leave. An employee may request a leave of absence for other reasons with position held or not held subject to the approval of the Superintendent of Schools. Such requests shall be in writing to the Superintendent of Schools and is subject to his/her approval in his/her discretion.

Section Nine. Workers' Compensation. 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. 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.

Section Ten. Bereavement Leave. Employees shall be entitled to up to a total of five (5) days per school year for the death of any relative (including but not limited to spouse, child, parent, parent-in-law, sibling, sibling-in-law, grandparent) and up to one (1) day per school year for a close friend of the employee.

Section Eleven. To the extent that any provision of this Article is inconsistent with the provisions of any applicable statute regarding family and medical leave, the provisions of such statute shall be controlling.

ARTICLE 11

Grievance Procedure

Section One. 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 Employees. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

Section Two. Definitions.

- a. "Grievant" shall mean any member of the bargaining unit represented by the Union and may include a group of Employees similarly affected by a grievance or the Union. "Board" shall mean the Board or a committee of the Board, at the Board's option.
- b. "Days" shall mean working school days, except after school closes for the school year, and "days" shall then mean workdays, Monday through Friday.
- c. "Grievance" shall mean a claim that there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. Where Board action is required by law, it shall not give rise

to a grievance.

Section Three. 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 or oral agreement of the parties.
- b. If an aggrieved person or the Union does not file a grievance in writing with the appropriate administrator within fifteen (15) 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 rendered.
- d. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Section Four. Informal Procedure. If an employee feels that he/she may have a grievance, he/she may first discuss the matter with the Director of Facilities in an effort to resolve the problem informally. If the grievance involves the Director of Facilities, the employee may discuss the matter with the building principal or Business Manager in an effort to resolve the problem informally.

Section Five. Formal Procedure.

a. Step One - Building Principal

1. If the grievant or the Union is not satisfied with the outcome of informal procedures, or if he/she has elected not to use them, he/she shall present his/her claim as a formal grievance in writing to the appropriate administrator within fifteen (15) 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 five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the grievant, by email or hand-delivery, with a copy to the Union office in Middletown and to the Union representative designated on the grievance form.

b. Step Two - Superintendent of Schools

1. If the grievant or the Union 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, file his/her grievance with the Superintendent of Schools.
2. The Superintendent shall, within ten (10) days after receipt of the grievance, meet with the grievant and up to two (2) representatives of the Union for the purpose of resolving the grievance.
3. The Superintendent shall, within ten (10) days after the hearing, render his/her decision and the

reasons therefore in writing to grievant by email or hand-delivery with a copy to the Union office in Middletown and to the Union representative designated on the grievance form.

c. Step Three - Board of Education

1. If the grievant or the Union is not satisfied with the disposition of his/her grievance at Step Two, he/she may, within five (5) days of receipt of the decision at Step Two, refer the grievance and responses at Step One and Step Two to the Board.
2. The review shall occur 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 one (1) full week. An appeal received after that time shall be heard at the next regularly scheduled Board meeting.
3. Within ten (10) days after such meeting, the Board shall render its decision and reason therefore in writing by email or hand-delivery to the aggrieved person, with a copy to the Union office in Middletown and to the Union representative designated on the grievance form. If the Union does not elect to refer the grievance to the Board, the Union or the Board may request mediation by the State Board of Mediation and Arbitration ("SBMA") within five (5) days after receipt of the Step Two answer.

d. Step Four - Mediation/Arbitration

1. If the grievance is not resolved at Step Three, the Union may request mediation by the State Board of Mediation and Arbitration within five (5) days after receipt of the Step Three answer. 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. Mediation sessions scheduled after the twenty-day limit shall be held only upon agreement of the parties.
2. If the Union does not elect to request mediation, the Union shall submit the grievance to arbitration within ten (10) days of receiving the Step Three answer.
3. If the Union has requested mediation, and the grievance is not resolved in mediation or mediation as specified in Paragraph One above cannot be held within the time limits, the Union may, at its option, submit the grievance to arbitration within ten (10) days of the conclusion of mediation.
4. The submission to arbitration shall be in writing and shall state the provisions of the contract allegedly violated and the remedy sought. The Union shall submit the grievance to arbitration by notifying the Board and American Arbitration Association in writing (or the State Board of Mediation and Arbitration when the parties have mutually agreed to use the SBMA as an arbitration forum). The parties may mutually agree to submit the grievance to arbitration by the State Board of Mediation and Arbitration instead of the American Arbitration Association.
5. The arbitrator shall hear and decide only one (1) 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. S/He shall be bound by and must comply with all the terms of the contract.
6. The arbitrator shall, within thirty (30) days after the hearing, render his/her decision in writing to

the parties, setting forth his/her findings of facts, reasoning and conclusion. Such decision shall be binding on all parties.

7. The cost of arbitration shall be borne equally by the Board and the Union.
8. No employee may proceed to Step Four on his/her own. Only the Union may submit the grievance to arbitration.

ARTICLE 12

Insurance and Pension Benefits

Section One. The Board shall provide, for each Employee and at the employee's option coverage for his/her spouse, and dependent children, the following insurance coverage options, provided such coverage remains in existence during the term of this Agreement and provided further that the Board is able to continue to obtain such coverage for its employees during the term of this Agreement.

1. The Board shall provide medical coverage under the High Deductible Health Care Plan ("HDHP Plan"). A General summary of benefits and cost shares for the plan is attached as an appendix to this Agreement.

The administrator of the plan(s) shall be selected at the option of the Board.

2. Premium Cost Sharing.

(a) An employee enrolled in the HDHP Plan shall pay the following portion of the premium or premium equivalent for the individual and his/her eligible dependents by payroll deduction.

2026-27:	18.0%
2027-28:	18.25%
2028-29:	18.5%

The Board will contribute into an employee's HSA account each school year an amount of \$1,250 for single coverage and \$2,500 for two person/family coverage.

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.

Health Reimbursement Account: A Health Reimbursement Account ("HRA") shall be made available for any actively employed employee who is precluded from participating in an HSA because the employee receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for employees participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HDHP. HRA access or reimbursement shall not be available to retirees or other individuals upon their

separation from employment. The Board shall have no responsibility for any administrative and/or monthly costs associated with the set-up and/or administration of the HRA.

3. The Board may offer an alternative high deductible health plan (as defined by the Internal Revenue Service Regulations) combined with a Health Savings Account (as defined and limited by the Internal Revenue Service Regulations) as an alternative to the primary plan offered. If the Board offers such a plan, employees shall have the option to enroll in it at the time of open enrollment. The Board shall announce the plan features and the premium cost share for the plan at least thirty (30) days prior to any open enrollment in which it is offered.

4. Section 125 Plan.

The Board shall continue its plan under Section 125 of the Internal Revenue Code in order to permit employees to pay their premium contributions on a pre-tax basis, to the extent permitted by law.

Section Two. The Board will also provide Group Term life insurance coverage with accidental death and dismemberment coverage for each Employee which will match the Employee's regular salary rounded to the nearest thousand dollars.

Section Three. In addition the Board will provide for each Employee individually a dental plan substantially comparable to the Anthem "Co-Pay Plan for Dental Care" with Riders "A" and "B" as currently described in the Anthem summary of benefits. Family coverage is to be at the option of the Employee and is to be paid by the Employee.

Section Four. 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.

Section Five Employees on an approved leave that extends beyond thirty (30) days shall have the option of purchasing insurance coverage at the current group rate for one year.

Section Six. The Board may also elect to implement cost containment procedures (including, but not limited to, pre-admission review, admission planning services, admission and continued stay review, second surgical opinions and hospital bill audits) provided the cost to employees and their dependents who follow such procedures is not greater than it would be if no such procedure had been implemented.

Section Seven. The Board may, at its option, offer an alternative insurance plan(s) to employees after review of such proposed plan(s) by a committee of the Board and the Union. The plan design, co-payment amounts, cost sharing and other provisions of these alternative plans need not conform to the provisions of this Article. Participation in an alternative plan shall be voluntary.

Section Eight. Should any Federal Statute or Regulation pertaining to IRC §4980I be mandated to take effect during the contract term triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations on the excise tax in accordance with the Municipal Employee Relations Act, in which the parties agree to open negotiations over an insurance plan(s) that will reduce the cost of the plan(s) to under the excise tax thresholds or reduces the amount of any applicable excise tax and/or to negotiate over the employee monetary contributions towards the costs of their insurance coverage.

Section Nine. 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 contributions to the Retirement Fund), as may be amended from time to time. 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 6, Section 3 of this Agreement. The Board shall be responsible for providing information concerning the Retirement Fund to all new employees at the time of hire. The Board agrees to contact each new employee in writing at the end of the probationary period set forth in Article 6, Section 3 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. It is understood that all retirement benefits are negotiated by the Coalition representing all bargaining unit groups whose members may be included in the Retirement Fund.

ARTICLE 13

Wages

Section One. In any year in which step movement is specifically negotiated, movement between salary bands shall occur on an employee's anniversary date upon completion of the required years of service for the applicable band.

For purposes of salary advancement, completed years of service shall be calculated based upon the employee's anniversary date. The period beginning on the employee's date of hire through the day immediately preceding the employee's first anniversary date shall constitute one year of completed service. Each subsequent anniversary date shall constitute completion of an additional year of service.

Section Two. Whenever an employee is permanently or temporarily moved for one or more work day from a classification or grade to a different classification or grade which has a higher rate of pay, he/she shall be paid at their current step in the higher classification or grade.

Section Three. Whenever an employee is permanently moved from a classification or grade to a different classification or grade which has a lower rate of pay, he/she shall be placed at the step in the lower classification or grade that provides a salary closest to the employee's salary immediately prior to the move, provided that the employee has been in his/her former position for at least seven years.

Section Four. Wages shall be paid biweekly.

Section Five. All employees will be paid via direct deposit and vouchers will be issued through email to one email address.

Employees eligible for step movement during the 2026-2027, 2027-2028, and 2028-2029 fiscal years shall receive a step increase according to the following wage scales.

Custodians				
Step	Completed Years of Service	July 1, 2026	July 1, 2027	July 1, 2028
		3.25%	3.00%	3.00%
1	0-3 Years	\$23.74	\$24.45	\$25.18
2	4-7 Years	\$24.40	\$25.13	\$25.88

3	8-11 Years	\$24.70	\$25.44	\$26.20
4	12- 15 Years	\$25.40	\$26.16	\$26.95
5	16-17 Years	\$25.97	\$26.75	\$27.55
6	18+ Years	\$26.62	\$27.42	\$28.24

Head Custodians pay Group 1 Huntington, Teachers, Kelly, Moriarty, Stanton, and Bishop/DTZ/CO				
Step	Completed Years of Service	July 1, 2026	July 1, 2027	July 1, 2028
		3.25%	3.00%	3.00%
1	0-3 Years	\$27.03	\$27.84	\$28.68
2	4-7 Years	\$27.65	\$28.48	\$29.33
3	8-11 Years	\$28.44	\$29.29	\$30.17
4	12- 15 Years	\$29.08	\$29.95	\$30.85
5	16-17 Years	\$29.74	\$30.63	\$31.55
6	18+ Years	\$30.48	\$31.39	\$32.34

Head Custodians pay Group 2 Mahan, Uncas, Kelly 2nd shift super, Veterans, Adult Ed, and Wequonnoc				
Step	Completed Years of Service	July 1, 2026	July 1, 2027	July 1, 2028
		3.25%	3.00%	3.00%
1	0-3 Years	\$25.73	\$26.50	\$27.30
2	4-7 Years	\$26.39	\$27.18	\$28.00
3	8-11 Years	\$27.11	\$27.93	\$28.76
4	12- 15 Years	\$27.77	\$28.61	\$29.47
5	16-17 Years	\$28.40	\$29.26	\$30.13
6	18+ Years	\$29.11	\$29.99	\$30.89

Section Six. All second shift custodians, whose shifts begin on or after 2:30 p.m., who are not required to supervise other employees shall be paid a \$ 0.65 per hour shift differential for each hour worked after 2:30 p.m. This shift differential will also be paid for vacation hours, sick time and personal leave. If any employee is temporarily assigned to a first shift schedule, and he/she normally receives the differential, the shift differential will be paid to him/her while engaged in temporary assignment. Custodians who work the midday shift that includes a portion of hours worked prior to 2:30 p.m. and a portion of hours worked after 2:30 p.m. shall be paid a \$0.33 per hour shift differential for each hour worked on the midday shift. The midday shift differential will also be paid for vacation hours, sick time and personal leave.

Section Seven. There shall be the following Maintainer Classifications:

Skilled Maintenance Worker

Section Eight. Skilled Maintenance Workers who possess a license shall receive three dollars (\$3.00) per hour differential.

Section Nine. The following pay rates shall be in effect.

Skilled Maintainer				
Step	Completed Years of Service	July 1, 2026	July 1, 2027	July 1, 2028
		3.25%	3.00%	3.00%
1	0-3 Years	\$36.47	\$37.56	\$38.69
2	4-7 Years	\$37.10	\$38.21	\$39.36
3	8-11 Years	\$37.72	\$38.85	\$40.01
4	12-15 Years	\$38.33	\$39.48	\$40.66
5	16+ Years	\$39.28	\$40.46	\$41.68

ARTICLE 14

Disciplinary Action

Section One. No employee shall be reprimanded, suspended, discharged, or demoted without just cause. A claim that discipline is not for just cause shall be subject to the grievance procedure.

Section Two. All suspensions and discharges shall be stated in writing with reason given. A copy of the suspension or discharge shall be delivered to the employee and to the Union at the time of such suspension or discharge.

Section Three. Employees shall have the right to request Union representation at conferences where discipline is likely to result. Such meetings shall be scheduled so as not to conflict with the scheduled work day. Any employee requested to stay beyond their work day shall be compensated at the regular hourly rate.

ARTICLE 15

Employee Protection

Section One. Employees shall be protected against lawsuits related to the performance of their job duties in accordance with Connecticut General Statute 10-235. This section is for informational purposes only.

ARTICLE 16

Holidays

Section One. The following holidays are recognized as days the employees are to be paid for and not expected to work:

Juneteenth
Independence Day
Labor Day
Indigenous Peoples' Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Presidents' Day
Good Friday
Memorial Day
Martin Luther King Day

When a holiday listed above falls on a weekend one full day will be granted, either before or after the holiday, at the discretion of the Administration. When a holiday falls on a weekend during the summer vacation, one full day will be granted either before or after the holiday, at the discretion of the Administration.

ARTICLE 17

Vacations

Section One. Beginning with the first successfully completed month of the probationary period, and continuing through the first twelve months of employment, new employees will accrue vacation at the rate of .833 days of vacation for each month of work completed, to a maximum of ten (10) days. Except as otherwise provided in this Agreement, employees who have completed at least one (1) year of service will accrue vacation in accordance with the following schedule:

<u>Completed Years of Service</u> <u>Based on Anniversary Date</u>	<u>Annual Vacation With Pay</u>
1 complete year	2 weeks
5 complete years	3 weeks
10 complete years	4 weeks
15 complete years	5 weeks

Section Two. Employees may carry over five (5) days' vacation accrual each year with written approval of the Superintendent or Superintendent's designee and with good cause.

Section Three. Vacations may be taken any time during the year, subject to operational needs of the system, with 30 calendar days' notice and with written approval of the Director of Facilities. Generally, Custodians assigned to the same school should not take vacation at the same time, but exceptions may be made at the discretion of the Director of Facilities based on operational needs of the system. Custodians shall not take vacation during the first or last week of school. In case of an emergency or other extenuating circumstance, the 30-day requirement may be waived.

Section Four. In case of the death of an employee, all earned and unused vacation pay shall be paid to the spouse or estate pro-rata.

Section Five. An employee terminated for any reason shall be paid for all earned but unused vacation. In the event an employee is terminated in the middle of a school year, such payment for earned but unused vacation shall be prorated based on the number of months worked in the school year prior to the employee's termination. By way of example, if an employee had four (4) weeks of earned but unused vacation time at the time of termination, but had only worked three (3) months of the school year prior to termination, then the employee would receive payment for five (5) vacation days.

Section Six. Employees' anniversary date of employment on the above year or years of service shall be used to compute annual vacation given as of July 1st of each year. While the probationary period shall be counted to compute vacation for new employees, vacation leave may only be used after completion of the employee's probationary period.

Section Seven. It is further agreed that any such employee, entitled to more than two (2) weeks' vacation, may, at his/her election, upon the recommendation of the Director of Facilities and authorization of the Superintendent of Schools, work the week, or weeks over two. Payment for such work, if elected and authorized, shall be additional to his/her salary at an amount equal to the individual's weekly rate, without inclusion service pay, and shall be paid in the last payroll period of the fiscal year.

ARTICLE 18

Footwear Allowance

Section One. The Board of Education will provide each Employee with safety shoes that meet ASTM standard F2413, not to exceed two hundred dollars (\$200.00) dollars per year. Employees shall be required to submit receipts in order to qualify for reimbursement for footwear. Employees shall be required to wear safety shoes that meet ASTM standard F2413 while on shift. The Board also provides custodians with uniforms for wear during work hours.

ARTICLE 19

Board Prerogatives

Section One. Subject to the provisions of this Agreement, the Board of Education and the Superintendent of Schools 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, land and other property used for school purposes; to create and eliminate positions; to employ, assign, transfer and/or layoff employees in accordance with the contract; to evaluate, discipline, suspend or dismiss employees for just cause; 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, expend monies appropriated by the legislature or derived from other sources for the operation of the school district; and to establish, change and enforce reasonable rules, regulations and policies concerning; among other things, conditions of employment not in direct conflict with the Agreement.

Section Two. 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, in its sole discretion, 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 of the Union.

The Union acknowledges the Board's right under Section 10-221d of the Connecticut General Statutes to require employees to submit to national and state criminal record histories and to require employees to be fingerprinted for the purposes of such criminal record histories.

ARTICLE 20

Performance Evaluation

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

Section Two. It is understood that any disciplinary action taken as the result of a negative evaluation will be subject to review through the Grievance and Arbitration procedure.

Section Three. Review of existing evaluation forms shall be an appropriate subject for continuing discussion between the parties.

ARTICLE 21

Miscellaneous

Section One. When the Board requires an employee to use his or her personal automobile in the course of his or her job duties, the Board shall reimburse the employee for mileage at the rate of reimbursement established by the IRS.

Section Two. Pending the availability of vehicles, Maintainers may be allowed to use a Board of Education vehicle for transportation to and from work. When such use is taxable per state and federal law, employees shall be charged taxes as required by law.

ARTICLE 22

Savings Clause

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

articles, section, sentence, clause and phrase.

ARTICLE 23

Amendment

Section One. 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 thereof.

Section Two. 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 parties may mutually agree to such negotiations.

Section Three. The Board and the 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 a part of this Agreement.

ARTICLE 24

Duration

Section One. The Board and the Union agree that unless a particular provision is stated to be retroactive, this Agreement shall be effective as of July 1, 2026 or the date of signing (whichever occurs later) and shall remain in full force and effect through June 30, 2029, provided that on or before February 1, 2029, the parties shall begin negotiations for a successor contract. The Board and the Union agree that only those employees on the active payroll as of the date of signing shall be eligible for any retroactive wages or benefits.

Section Two. This Agreement shall remain in full force and be effective during the period of negotiations.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS ON 6/23, ²⁰²⁶~~2023~~.

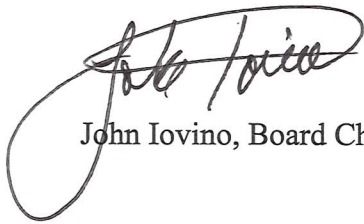
FOR THE UNION

NORWICH BOARD OF EDUCATION



MEUI Steward

Leif R Horstmeier



John Iovino, Board Chairman

APPENDIX A

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.

SCREENING

The administration of screening tests to detect the presence of drugs or alcohol in employees will be performed in the following instances:

- 1) upon reasonable suspicion that an 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;
- 2) on a random basis.

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

TESTING BASED UPON REASONABLE SUSPICION

An employee may be required to undergo testing based on "reasonable suspicion" when objective facts and observations are brought to the attention of the Superintendent or his/her designee and, based upon the reliability and weight of such information, the Superintendent or his/her 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. The Superintendent agrees to obtain training with respect to making such assessments. When it is practicable, both the Superintendent and another individual who has also received training in making such assessments will jointly make such determinations with regard to a particular individual.

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.

RANDOM TESTING FOR DRUGS

The Board shall select the employees to be tested by using a scientifically valid method. All employees will have an equal chance of being randomly tested each time selections are made. There is no maximum or minimum number of times that an employee may be randomly chosen. Not more than one quarter of the employees in the bargaining unit shall be selected in each random drawing. The random selection procedure shall not be used by the Board more than two times per fiscal year. This random selection procedure will be performed by the Superintendent or his/her designee and will be witnessed by the Union President or his/her designee. The random selection of an employee will not result in that employee's name being removed from any future selection process. Any employee randomly selected will be ordered to report during the first available tour of duty. Those employees selected for random drug testing will be notified approximately twenty-four (24) hours prior to the scheduled testing.

Employees selected for testing must appear unless they are on previously approved or scheduled

- a) sick leave,
- b) regularly scheduled day off,
- c) military leave,
- d) vacation,
- e) funeral leave.

A request for use of any leave or compensatory time off shall not be granted if the employee has, at the time of such request, already been directed to submit to random testing as provided above. An employee who calls in sick after notification of the assigned test date will be required to report for the test unless a physician directs that s/he is unable to do so.

Employees missing a scheduled test for any reason will be rescheduled for testing as soon as possible.

REFUSAL TO SUBMIT

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 subsequent disciplinary action which may include dismissal from employment.

TESTING PROCEDURES

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). 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.

If the employee is ordered to submit to testing for alcohol, the employee shall submit to a breathalyzer test to be administered by an agent designated by the Superintendent. 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.

2. Initial drug screening will be done by Enzyme Multiple Immunoassay Testing (EMIT). No sample will be further tested upon a negative screening for controlled substances, including marijuana. After the negative screening, the second sample will be destroyed.

3. Each employee being tested on the basis of reasonable suspicion may consult with and be accompanied by a representative of the Union. The Union representative may confer with and advise the employee before and after the testing process, but shall not participate in the process in any way, except as an observer. The testing process will not be delayed because the Union representative is unable to be present.

4. During the testing process, the employee shall cooperate with requests for information concerning use of medications, and with other requirements of the testing process such as acknowledgment of giving of a urine specimen.

5. The integrity of the testing process will be maintained with the utmost consideration for the privacy of the person being tested.

6. Prior to testing for drugs, two separate containers, supplied by the laboratory conducting the testing, shall be prepared for each employee being tested. Each container shall have affixed a code number and the date of collection. The code numbers shall be recorded, together with the employee's name and signature. Two (2) specimens will be taken at the time of collection and shall be sealed in the presence of the employee being tested.
7. 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. Each and every positive EMIT test will be confirmed using a Gas Chromatography - Mass Spectrometry test. Only if confirmed will a test result in a positive report.
9. Drug testing will be performed by a laboratory licensed or certified by the Connecticut Department of Health Services. 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.
10. Any employee whose drug or alcohol test results in a positive report may, within ten (10) days of receiving notification of such result, request in writing to the Superintendent that the second sample be made available for retesting at a licensed or certified laboratory of the employee's choosing. The Superintendent will deliver the sample to such laboratory to assure the chain of custody. This second testing shall be at the expense of the employee.
11. For the purposes of this Appendix, the cutoff levels set forth in Title 49 CFR, Part 40 (as may be amended from time to time) shall be used in order to determine whether a test result is positive or negative.

RESULTS OF DRUG SCREENING TESTS

Employees will be notified of the results of all screening tests at the earliest appropriate time (to be determined by particular facts and circumstances). Those test results which do not indicate the presence of a drug or alcohol will be sealed and there will be no indication of testing in the employee's personnel file.

POSITIVE TEST RESULTS

Any 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. Upon completion of such investigation, if it is found that an 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. Upon service, the employee against whom such report has been made shall receive a copy of the laboratory test results, and will be immediately suspended from duty without pay and shall be subject to disciplinary action which may include discharge.

ADMINISTRATIVE PROVISIONS

1. Any alteration, switching, substituting or tampering with a sample or test given under this Agreement by any employee shall be grounds for immediate suspension without pay and subsequent disciplinary action which may include dismissal from employment.
2. Any violation of the confidentiality provisions of this Agreement, by an employee, shall be grounds for disciplinary action against the employee.

3. Separability - 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.
4. Disputes concerning the interpretation or application of this Appendix shall be subject to the contractual grievance procedure.
5. Any employee who is 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.
6. 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 on a need-to-know basis, except as otherwise required by law.
7. As soon as reasonably practicable after the signing of the contract, the Board shall make available to employees an employee assistance program.

Norwich Board of Education – Custodian/Maintenance
HIGH DEDUCTIBLE HEALTH PLAN

The Norwich BOE High Deductible Health Plan with an HSA

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Annual Deductible (<i>individual/family</i>)	\$2,500/\$5,000	
Coinsurance	0% after deductible up to	30% after deductible up to
Cost Share Maximum (<i>individual/family</i>)	\$3,500/\$7,000	\$5,000/\$10,000
Lifetime Maximum	Unlimited	Unlimited

PREVENTIVE CARE - Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Member pays:
Well child care	No Charge; Deductible waived	30%
Periodic, routine health examinations		30%
Routine eye exams		30%
Routine OB/GYN visits		30%
Mammography		30%
Hearing screening		30%

MEDICAL CARE

Office visits	0%	30%
Outpatient mental health & substance abuse	0%	30%
OB/GYN care	0%	30%
Surgical fees of a Physician or Surgeon	0%	30%
Maternity care	0%	30%
Diagnostic lab and x-ray	0%	30%
High-cost outpatient diagnostic <i>The following are subject to cost share: MRI, MRA, CAT, CTA, PET, SPECT scans</i>	0%	30%
Allergy services <i>Office visits/testing</i>	0%	30%
<i>Injectons</i>	0%	30%

HOSPITAL CARE – Prior authorization required

Semi-private room (<i>General/Medical/Surgical/Maternity</i>)	0%	30%
Inpatient mental health & substance abuse	0%	30%
Skilled nursing facility – <i>up to 120 days per calendar year</i>	0%	30%
Rehabilitative services – <i>up to 100 days per person per calendar year</i>	0%	30%
Outpatient surgery – <i>in a hospital</i>	0%	30%
Ambulatory surgery- <i>in other than a hospital setting</i>	0%	30%

EMERGENCY CARE

Walk-in centers	0%	30%
Urgent care – <i>at participating centers only</i>	0%	30%
Emergency care	0%	0%
Ambulance	0%	0%

	In-Network After Annual Deductible <i>Member pays:</i>	Out-of-Network After Annual Deductible <i>Member pays:</i>
OTHER HEALTH CARE		
Outpatient rehabilitative services – PT, OT, ST & Chiropractic services- 50 combined visit limit per member per calendar year. Excess covered as Out-of-Network.	0%	30%
Durable medical equipment / Prosthetic devices Unlimited maximum per calendar year	0%	30%
Diabetic supplies & equipment	0%	30%
Infertility – prior authorization required	0%	30%
Home health care 200 Skilled Nursing visits & 80 Home Health Aide visits per member per calendar year	0%	30%

PRESCRIPTION DRUGS

Tier 1 - deductible <i>Tier 1 drugs have the lowest copayment. This tier contains low cost or preferred medications that may be generic, single source brand drugs</i>	\$10 Copayment Retail Pharmacy/\$10 Copayment Mail Order	30% of the in-network allowance, plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge
Tier 2 <i>Tier 2 drugs have a higher copayment than those in Tier 1. This tier will contain low cost or preferred medications that may be single source brand drugs</i>	\$25 Copayment Retail Pharmacy/\$50 Copayment Mail Order	
Tier 3 <i>Tier 3 drugs have a higher copayment than those on Tier 2. This tier will contain low cost or preferred medications that may be single source brand drugs</i>	\$40 Copayment Retail Pharmacy/\$80 Copayment Mail Order	

MP4 with Mandatory Mail Order Maintenance RX Exclusive Specialty Pharmacy Program

Notes to Benefit Descriptions

- ♦ In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- ♦ Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants.
- ♦ For services rendered by out-of-network providers, members are responsible for paying any charges in excess of the Maximum Allowable Amount. Please reference your Subscriber Agreement/Certificate of Coverage for additional details.

Please refer to the *SpecialOffers@Anthem* brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; refractive eye surgery; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered by and between the Norwich Board of Education (the "Board") and the Municipal Employees Union Independent, Local 506, SEIU, AFL-CIO, Custodians and Maintainers (the "Union") (collectively the "Parties").

WHEREAS, the Board and the Union are parties to a collective bargaining agreement, effective July 1, 2023 through June 30, 2026 (the "Agreement") that determines the terms and conditions of employment for all Custodians and Maintainers who work in the public school system for the City of Norwich; and

WHEREAS, the Parties agreed to remove the language from Article 12, Section Five of the 2021-2023 Agreement regarding insurance benefits for retirees. Such language was:

Section Five. Any Custodian/Maintainer retiring will be covered for all medical and dental insurance benefits provided by the Board, under the plans offered to active employees, until age 65 or the date on which the employee becomes eligible to receive Medicare and Social Security benefits whichever occurs later providing the Custodian/Maintainer has reached his/her 60th birthday by September 1 of the current school year and has been employed twenty years in the Norwich Public School System. Employees retiring under this provision who were hired after July 1, 1997 shall pay fifty percent (50%) of the cost of the premium charged to the Board.

Custodians/Maintainers hired after January 1, 2007 shall not be eligible for any Board paid or Board subsidized retiree insurance coverage.

WHEREAS, the Parties agreed that one current employee, Lori Geiselman-Cardwell, could be eligible for this benefit if she meets the conditions in that provision, and that Lori Geiselman-Cardwell shall be the only employee in the unit eligible for such benefit.

NOW THEREFORE, the Parties agree to the following:

1. If Lori Geiselman-Cardwell meets the conditions from Article 12, Section Five of the 2021-2023 Agreement, shown above, she shall be eligible for the benefit described in that provision as an employee hired on July 25, 2005.
2. The terms of this MOA are recognized as a joint agreement by the Board and the Union, and the terms thereof shall not be subject to any grievance, administrative, judicial, or other challenge except where necessary to enforce the specific terms of the MOA.
3. The validity, effect and operation of this MOU shall be determined by the laws of the State of Connecticut.
4. The signatures below indicate that this MOA has been fully approved by the Parties and that they have the capacity to act on behalf of their representative entities.

FOR THE UNION

By:

MEUI Steward

NORWICH BOARD OF EDUCATION

By:

Robert Sirpenski
Business Administrator