

**COLLECTIVE BARGAINING AGREEMENT**

**NORWICH BOARD OF EDUCATION**

**AND**

**MUNICIPAL EMPLOYEES UNION INDEPENDENT,  
LOCAL 506, SEIU, AFL-CIO**

**PARAEDUCATORS**

**JULY 1, 2024 – JUNE 30, 2027**

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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 all Paraeducators who work in the public school system of the City of Norwich.

## **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 continue for the duration of the Agreement or any extension thereof. The deduction of membership dues shall not affect in any way an employee's status as a probationary employee under Article 6, § 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 fees and 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 including new hires, employees on Workers' Compensation or on leave of absence.

Section Four. No dues will be deducted when an employee 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. A Union representative and/or steward entering any school will report his/her presence to the Principal upon arrival. The discussion, processing or investigation of grievances or other activity shall not interfere with a Paraeducator's work assignment or any other aspect of school 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 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. 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 paid at the regular hourly rate.

Section Nine. 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 Ten. 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.

Section Eleven. The Union Chief Steward and Union Representative shall be notified in writing of all new bargaining unit employees within seven (7) days of hire. Notification shall include the new employee's hourly rate, job classification, and school assignment. No later than June 30<sup>th</sup> of each year, the Union will notify the Superintendent of Schools of who the Chief Steward is.

### **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, national origin, age, disability, marital status, genetic information, or gender identity or expression (except in the case of a bona fide occupational qualification or need), or political or labor affiliation. This section is for informational purposes only.

### **ARTICLE 4**

#### **HOURS OF WORK, OVERTIME**

Section One. Paraeducators shall be compensated for all assigned work according to State statute.

- a. Straight time will be paid for all hours worked up to and including forty (40) hours.
- b. All work performed in excess of forty (40) hours per week shall be paid at time and one-half.

Section Two. For the purposes of this Section, "staff days" shall be the days designated on the Norwich Board of Education School Calendar as days when school is in session, and up to four (4) additional days designated by the Superintendent for purposes such as but not necessarily limited to professional development. The additional days shall be designated prior to June 1 preceding the school year and shall be noted on the school calendar.

Full-time Paraeducators shall work six and one-half (6.5) hours per day plus an uninterrupted thirty (30) minutes for lunch without pay. Full-time Paraeducators shall work the days defined as staff days, except that Library Paraeducators/Library Technical Paraeducators shall work an additional eight (8) days beyond the number of staff days as determined by the Administration. Paraeducators required to ride transportation with students shall be paid for time worked. Part-time Paraeducators shall work hours as assigned.

If the Board schedules early release days for students during the student school year for the purpose of professional development and similar activities, Paraeducators shall attend the professional development and similar activities as determined by the Administration on up to four (4) such early release days per school year.

At the request of the Administration, and with the agreement of the employee, Paraeducators may work beyond the Paraeducator's normal workday to receive specific training as determined by the Administration. Paraeducators shall be compensated at their normal hourly rate for such training that is authorized by the Administration.

In the event a scheduled student day is converted to a remote learning day, other than because of an Emergency Closure Day (described below), Paraeducators shall report to their school assignment and will be responsible for completing job responsibilities on such days as determined by the Administration. In the event schools or buildings are closed on a staff day due to inclement weather or other emergency situation ("Emergency Closure Day") and such day is designated a remote learning day for students, then (unless the Administration directs Paraeducators to report to work, including at another building) Paraeducators will not work on that day and will make up such work day at the end of the school year following the last student school day, and in such case Paraeducators shall complete job responsibilities on that day as determined by the Administration. In the event schools or buildings are closed on a staff day because of an Emergency Closure Day, and students do not participate in a

remote learning day, then Paraeducators shall not report to work and the work day shall be made up at the end of the school year on the rescheduled student day.

Section Three. Except for emergency situations, 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 and the affected employee of the change and the reason therefor.

Section Four. All employees shall be entitled to one (1) fifteen (15) minute break per day if working a full day. Such breaks shall not be regularly scheduled within thirty (30) minutes of the beginning or end of the shift.

## **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 or unpaid leave, of up to one calendar year, provided that the employee returns to work immediately at the conclusion of such leave. Seniority shall not be broken for the period of layoff of up to twenty four (24) months.

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 Chief Steward and Union office on October 1, January 1, April 1 and June 1 of each fiscal year. Upon completion of their probationary period, new employees shall be added to this list and the Board will deliver upon request an updated list to the Union Chief Steward and Union office within seven (7) days of the update.

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 ninety (90) school days. 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 whose employment is terminated during the probationary period may schedule an interview with his/her supervisor subsequent to the termination

to discuss job performance. An employee, after completion of his/her probationary period, shall acquire seniority commencing on the date of his/her employment.

Section Four. Seniority shall terminate:

- a. upon voluntary resignation or retirement;
- b. upon discharge;
- c. upon the expiration of recall rights after 24 months 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 a Paraeducator 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.

Section Six. The Board may hire long-term substitute paraeducators on a temporary basis, not to exceed a total of one hundred eighty-two (182) school days per temporary position, to assist certain students or perform other duties as needed. If (1) the temporary position exists after a total of one hundred eighty-two (182) school days, or (2) if the Board, in its discretion, determines sooner than one hundred eighty-two (182) school days, based on its assessment of the needs of the student and/or District, that the temporary position for which the long-term substitute paraeducator has served should be made into a full-time position, the Board shall post the position as a permanent position in accordance with Article 7 of this Agreement.

If an employee, who was working as a long-term substitute paraeducator in a temporary position that subsequently is posted as a permanent position, applies for and is subsequently selected and hired by the Board for the full-time permanent position, with no break in service, such employee shall (1) have his or her seniority upon hire to the full-time permanent position applied retroactively to the date he or she began the initial long-term substitute paraeducator assignment, and (2) have his or her service as a long-term substitute applied toward the employee's ninety (90) day probationary period set forth in this Agreement.

**ARTICLE 7**

**VACANCY**

Section One. Job vacancy is defined as an open position, new position in the classification listed in the salary schedule or new position not specifically listed in the salary schedule (including all previously temporary positions at the

point when the position becomes a permanent position, as determined by the Superintendent).

Section Two. The matter of filling job vacancies covered by this Agreement shall be solely within the control of the school administration in accordance with the terms of this article.

Section Three. All job openings covered by this Agreement shall be posted within seven (7) calendar days of the date on which the Superintendent determines that vacancy shall be filled. Posting shall be on the Norwich Public Schools or affiliated website for seven (7) calendar days, and the Union will be notified of the vacancy by electronic mail and employees will be notified by electronic mail using the Norwich Public Schools Paraeducator Distribution List. (If a vacancy occurs during the summer recess, the Union will be notified by electronic mail at least seven (7) days before the closing date for application.)

Section Four. 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 Five. 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. The Administration shall notify all applicants who were not selected for a position via letter.

Section Six. 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 students and the District shall be the priority, and needs and interests of affected parties will also be given consideration. Except for emergency situations or compelling circumstances, employees shall be given two (2) weeks' notice before being involuntarily transferred. The Board shall also notify the Union and the affected employee of the transfer and the reason for the change.

## **ARTICLE 8**

### **LAYOFF AND RECALL**

Section One. Whenever a reduction and/or layoff in work force is required, the reduction shall be made in the following manner: probationary employees and then permanent employees shall be laid off in inverse order of seniority with the Norwich Board of Education, provided all qualifications are substantially equal as determined by the Superintendent.

Section Two. Whenever a recall of employees is required, the recall shall be made by classification in the inverse order to the reduction procedure followed per Section One. Recall period shall be no longer than twenty four (24) calendar months. If an employee has been laid off and is still available for recall within this

twenty four (24) month period, he/she shall notify the Superintendent in writing by March 1. Employees on the recall list shall be responsible for maintaining accurate email and telephone contact information with the Superintendent's office.

Section Three. If a bargaining unit position is eliminated, the employee in the position eliminated shall have the right to post for any vacancy in the bargaining unit for which the employee is fully qualified and possesses the skills necessary to work with the student(s) served by the position. If there is no such vacancy, the employee shall be allowed to bump the least senior employee provided that the employee bumped is less senior than the employee initially chosen for layoff, and further provided that the employee is fully qualified to perform the functions of such position and possesses the skills necessary to work with the student(s) served by the position. Employees chosen for layoff, who are eligible, must elect to bump the least senior employee within five (5) business days of receipt of notice of layoff.

Section Four. In the event an employee refuses an offer to return to work when recalled his/her seniority for right to recall will be considered lost and he/she will no longer be considered eligible for recall. Notice of recall shall be sent to the last known email address of the employee, and telephone contact will be attempted by the Superintendent's office to the telephone number on file, at least twenty-four (24) hours before he/she must begin work. Failure to respond to the recall notice within twenty-four (24) hours of receipt shall be considered a refusal of recall. Employees on a recall list shall notify the Superintendent's Office of email address and telephone number changes.

Section Five. An employee who has been laid off and subsequently re-hired within the recall period shall have his/her sick leave, seniority and step placement restored.

Section Six. In the event of a budgetary problem necessitating the possible layoff of Paraeducators, the Board will notify the Union prior to any notification of employees. The Paraeducator 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.

For layoffs commencing prior to the start of the school year, the Board shall provide notice as soon as practicable, dependent on such factors as the Board's knowing what funds are available, what enrollment changes will take place and special student needs.

## 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.

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. Email or 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.

## **ARTICLE 10**

### **LEAVE PROVISIONS**

Section One. Sick Leave. Each employee shall be notified of his/her accumulated sick leave or have access to such information online. Sick leave may be used in the following cases:

- a. personal illness;
- b. enforced quarantine of the employee in accordance with community health regulations.

Sick leave may be used in quarter day increments.

If an employee's FMLA leave is for the illness of the employee, the Board shall substitute sick leave, up to the amount the employee has accumulated, except that the employee may elect to save up to fifteen (15) sick leave days for use upon return to work.

Section Two. Paraeducators employed for less than two (2) consecutive years shall accumulate sick leave up to ten (10) sick days during each school year worked, with such days accruing at the rate of one (1) day per month worked (i.e., September through June).

Section Three. Paraeducators employed between two (2) and four (4) consecutive years shall receive thirteen (13) sick days at the beginning of the school year, prorated if such anniversary of the employee's second consecutive year occurs midyear.

Section Four. Paraeducators employed for five (5) or more consecutive years shall receive fourteen (14) sick days at the beginning of the school year, prorated if such anniversary of the employee's fifth consecutive year occurs midyear.

Section Five. Paraeducators shall have maximum sick leave accumulations of 150 days.

Section Six. If an employee is out of work for three (3) or more consecutive work days, the Board may request a verification of illness or injury in the form of a physician's certificate. The Board may also require such verification

upon suspicion of abuse of sick leave. 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 Seven. Personal Leave. Members of the unit shall be entitled to the following leaves of absence with full pay, in addition to and not deductible from sick leave. Use of personal leave days shall be for the purpose of conducting personal business or family responsibilities that cannot be conducted during non-work hours. Application for leave, which shall include the reason for such requested leave, shall be made to the office of the Superintendent or the Superintendent's designee at least twenty four (24) hours in advance except in cases of an emergency in which case the employee shall submit the application and reason for approval as soon as practicable after such emergency. Failure to follow the procedures in the preceding sentence shall constitute grounds for denying the request for the personal leave day. Personal days shall not be used to extend long weekends or school vacations absent express written authorization from the Superintendent or the Superintendent's designee.

Personal leave days may be used in quarter-day increments.

- a. Regularly assigned employees shall receive up to a total of four (4) days per school year.
- b. Additional personal days may be deducted from allowable sick leave at the discretion of the Superintendent or his/her designee.

Section Eight. Funeral Leave. For employees who are regularly scheduled to work twenty (20) or more hours per week, the Superintendent or the Superintendent's designee may approve the following funeral leave without loss of pay or charge to other leave categories, upon the employee submitting an obituary or other documentation acceptable to the Superintendent or Superintendent's designee:

- a. Up to three (3) days per school year in the event of the death of a spouse, child, grandchild, parent or sibling.
- b. Up to two (2) days per school year in the event of the death of a grandparent, mother-in-law or father-in-law, aunt or uncle.

The Superintendent or his/her designee may grant additional funeral leave for the family member groups specified above, with or without pay, in the sole discretion of the Superintendent or his/her designee.

Section Nine. Military Leave. Military leave shall be granted to regular employees when required to serve a period on active reserve or National Guard duty in accordance with all applicable state and federal laws.-

Section Ten. 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 Eleven. 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. During any such unpaid leave of absence, the employee shall be responsible for the cost of any insurance benefits.

Section Twelve. Maternity Leave. A Paraeducator 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 Paraeducator 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 Paraeducator, leave is not expected to continue for more than six (6) weeks after delivery. The Paraeducator shall be assigned to her former position upon return provided that the position has not been eliminated. Such leave shall be with pay as for any other short-term disability to the extent of accumulated sick leave.

In addition to the disability leave described above, a Paraeducator may request an unpaid leave of absence for an additional period of six (6) weeks (a total of twelve (12) weeks) with position held, provided that notification be given of this unpaid leave thirty (30) days prior to commencement of maternity leave and such leave shall not extend beyond the end of the school year. The Paraeducator shall be assigned to her former position or an equivalent position upon return provided that a position is available and has not been eliminated.

Section Thirteen. Other Leave. An employee may request an unpaid leave of absence for other reasons with position held or not held subject to the approval of the Superintendent or the Superintendent's designee in his/her sole discretion. Such requests shall be in writing to the Superintendent of Schools. During any such unpaid leave of absence, the employee shall be responsible for the cost of any insurance benefits.

Section Fourteen. Union Leave. Upon written request to the Superintendent, members of the bargaining unit shall receive up to four (4) days leave (in the aggregate for the entire bargaining unit) to attend Union conventions and workshops. Such leave shall be deducted from the personal leave of the affected employees. Such leave shall be requested at least seven (7) days before the scheduled absence.

Section Fifteen. Other Leaves. For leave of absence other than those covered by any portion of this Agreement and for unpaid leaves, the rate of deduction shall be, for each day, the annual salary divided by the number of days listed in Article IV.

Section Sixteen. Workers' Compensation: An employee who is temporarily totally disabled by an injury which has been ruled compensable under the Workers' Compensation Act shall 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.

Section Seventeen. Family and Medical Leave: 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 Paraeducators. 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 Paraeducators 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 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 a Paraeducator feels that he/she may have a concern or problem that could lead to a grievance, he/she may first discuss the matter with the teacher/principal directly supervising his/her work, in an effort to resolve the concern or problem informally. If the concern or problem involves that teacher/principal, the Paraeducator may discuss the matter with the building principal or next higher administrator in an effort to resolve the problem informally. It is understood by both parties that the employee has the right to request Union representation at any informal meeting held under this section.

**Section Five. Formal Procedure.**

- a. **Step One - Building Principal**
  1. If the grievant 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 therefor in writing to the grievant, by email or hand-delivery, with an email copy to the Union representative designated on the grievance form.
  3. The parties may agree in writing that an initial formal grievance shall be filed at the Step Two level, for example, if the event or condition that gave rise to the grievance is a result from an action taken by the Superintendent. In such case, the grievant must still submit the formal grievance in writing to the Superintendent 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.

b. **Step Two - Superintendent of Schools**

1. If the grievant is not satisfied with the disposition of his/her grievance at Step One, he/she may, within five (5) days after receipt of the decision at Step One or within five (5) days after the deadline for the issuance of the decision, 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 three (3) 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 therefor in writing to grievant by email or hand-delivery with an email copy to the Union representative designated on the grievance form.

c. **Step Three - Board of Education**

1. If the grievant 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 or within five (5) days after the deadline for the issuance of the decision, refer the grievance to the Board. The grievant shall forward to the Board a copy of the grievance at Steps One and Two with the referral.
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 therefor in writing by email or hand-delivery to the aggrieved person, with an email copy to the Union representative designated on the grievance form.
4. The Union may opt to skip this step of the process and proceed to Step Four within the timelines established in this section.

d. **Step Four - Mediation/Arbitration**

1. If the grievance is not resolved at Step Three, the Board or the Union may request mediation by the State Board of Mediation and Arbitration within five (5) days after receipt of the Step Three answer or within five (5) days after the deadline for the issuance of the 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 or within ten (10) days after the deadline for the issuance of the 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 the 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. 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 eligible Paraeducator and his/her spouse and dependent children, the insurance coverage described herein.

1. Plans. The Board shall provide medical coverage under the High Deductible Health Care Plan ("HDHP Plan"). General summaries of benefits and cost shares for these plans are attached as appendices to this Agreement.
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.

2024-25:	18.25 percent
2025-26:	18.50 percent
2026-27:	19.00 percent

The Board will contribute fifty percent (50%) of the applicable HSA deductible amount.

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. In addition the Board will provide for each Paraeducator individually the Blue Cross "Co-Pay Plan for Dental Care" with Riders A and B. Family coverage is to be at the option of the Paraeducator and is to be paid by the Paraeducator. The Board reserves the right to change the Blue Cross plan to a dental plan that is 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.
5. The administrator of the plans shall be selected at the option of the Board.

Section Two. Section 125 Plan: The Board shall continue to offer a Section 125 Premium Conversion Plan to the employees. Once an employee elects to enroll or not enroll in the Plan, the election must remain in effect for the remainder of the fiscal year, except as otherwise provided by law. New employees shall have up to 75 days to make an election to enroll in the Plan.

Section Three. The Board will also provide Group Term life insurance coverage in the amount of fifteen thousand dollars (\$15,000.00) with accidental death and dismemberment coverage for each Paraeducator.

Section Four. The Board reserves the right to change carriers for the insurance above, provided that the overall level of benefits, when considered as a whole, remains substantially comparable.

Section Five. Retiree Insurance. Any employee hired on or before September 1, 1996 who retires will be covered for all medical and dental insurance benefits provided by the Board, under the plans offered to active

employees, up to and including their sixty-fifth (65<sup>th</sup>) birthday, providing the employee has reached his or her sixtieth (60) birthday by September 1<sup>st</sup> of the current school year and has been employed for twenty (20) years in the Norwich Public School System. Employees who meet these requirements and have twenty (20) years of service in the Norwich Public Schools as of July 1, 2006 shall be covered up to and including their seventieth (70<sup>th</sup>) birthday. An employee who receives insurance benefits up to and including his/her seventieth (70<sup>th</sup>) birthday shall pay the same premium cost share as is paid by active employees from his/her sixty-fifth (65<sup>th</sup>) through his/her seventieth (70<sup>th</sup>) birthday.

If the employee hired on or before September 1, 1996 has reached his or her fifty-fifth (55<sup>th</sup>) birthday or later at the time of retirement and has served twenty (20) years in the Norwich Public School System, the Board shall provide insurance coverage beginning the month following the retiree's sixtieth (60<sup>th</sup>) birthday provided he/she has maintained insurance coverage by paying premiums for participation in the group plan up to that point. It shall be the responsibility of the retired employee to notify the Board at least sixty (60) days in advance of his/her sixtieth (60<sup>th</sup>) birthday if the retired employee asserts eligibility for Board provided coverage at that time.

For any employee who is hired on or after September 1, 1996 and who meets the above eligibility criteria, the Board will pay for fifty percent (50%) of the insurance benefits and the retired employee will pay for the remaining fifty percent (50%).

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

Section Six. 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 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.

Section Ten. Any employee who works less than twenty (20) hours per week shall be eligible to participate in the health and life insurance programs outlined in this Agreement. The Board shall pay the cost of coverage in the same proportion that the employee's work hours bear to thirty-two and one-half (32 1/2) hours. The employee shall be responsible for the remaining portion of premiums. Part-time employees shall be eligible for pro-rata sick leave but shall not be eligible for personal leave or holidays.

## **ARTICLE 13**

### **SCHOOL FACILITIES**

Section One. 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.

## **ARTICLE 14**

### **WAGES**

Section One. In any year in which step movement is specifically negotiated, Paraeducators shall move steps, as indicated on the salary schedules, on the last week in August or the first week in September of each year.

Section Two. Whenever an employee is permanently or temporarily (for at least 2 weeks) moved to a different group which has a higher rate of pay, he/she shall be paid at the lowest step in the higher group for as long as he/she works in

that classification or, in the case of a permanent move, until he/she becomes eligible for a step increase as per Article 14, Section One.

Section Three. Whenever an employee is involuntarily moved from a group to a different group which has a lower maximum rate of pay, he/she shall continue to be paid at the group with the higher maximum rate of pay, and, for employees involuntarily transferred on or after July 1, 2021, for the remainder of the relevant school year in which the employee is involuntarily transferred.

Section Four. Library Paraeducators who complete the Library Technical Paraeducator Program will be placed on the appropriate wage scale at the beginning or midpoint of the school year.

Section Five. An annual stipend of six hundred dollars (\$600) each year will be paid to any Paraeducator who earns an Associate's Degree from an accredited college or holds a Bachelor's or Master's degree including Library Paraeducators/Library Technical Paraeducators holding Library Technical Assistant certification; such stipend to be paid in a lump sum the last pay period of the school year.

Section Six. All paraeducators will be paid for hours worked during the pay period in which they worked. All employees will be required to have Direct Deposit and emailed vouchers.

Section Seven. In the event of a layoff/recall, employees will carry their rate of pay that was in place at the time of the layoff, along with any general wage increases, when they are recalled and placed in another position. If an employee is recalled to a position in a higher job group than the position the employee held at the time of the layoff, the employee shall be paid at the first step of the salary schedule for the higher job group. If the first step of the salary schedule for the higher job group would not result in a pay increase for such employee, then the employee shall be paid at the second step of the salary schedule for that job group.

## **ARTICLE 15**

### **DISCIPLINARY ACTION**

Section One. No employee shall be reprimanded, suspended or discharged 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.

## **ARTICLE 16**

### **EMPLOYEE PROTECTION**

Section One. Employees shall be protected against lawsuits related to the performance of their job duties in accordance with Sections 10-235 and 10-236a of the Connecticut General Statutes. This section is for informational purposes only.

## **ARTICLE 17**

### **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.

## **ARTICLE 18**

### **MISCELLANEOUS**

Section One. Paraeducators who are working on days when schools are closed because of an unscheduled early dismissal of students shall complete their normal workday. If released early, which shall be at the option of the Superintendent, Paraeducators shall receive their normal compensation for the day.

## **ARTICLE 19**

## **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 they 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 20**

### **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.

## **ARTICLE 21**

### **DURATION**

Section One. The Board and the Union agree that this Agreement shall be in full force and effect effective July 1, 2024, and shall remain in effect through June 30, 2027. On or before February 1, 2027, the parties shall begin negotiations for a successor contract.

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

## **ARTICLE 22**

### **HOLIDAYS**

Section One. The following holidays are recognized as days that employees hired prior to July 1, 1996 are to be paid and not expected to work:

President's Day  
Martin Luther King Day  
Memorial Day

Indigenous Peoples Day (effective July 1, 2024)

Thanksgiving Day

Christmas Day

New Year's Day

Veterans Day

Good Friday

Juneteenth (only when students are still in session on Juneteenth) (effective July 1, 2025)

Labor Day (when school begins prior to Labor Day)

Employees hired on or after July 1, 1996 shall be eligible only for the following holidays:

President's Day

Martin Luther King Day (effective July 1, 2026)

Memorial Day

Indigenous Peoples Day (effective July 1, 2024)

Thanksgiving Day

Christmas Day

New Year's Day

Good Friday

Juneteenth (only when students are still in session on Juneteenth) (effective July 1, 2025)

Labor Day (when school begins prior to Labor Day)

Section Two. State statute shall be used to determine the day on which the holiday is celebrated.

Section Three. Employees must complete the probationary period of ninety (90) school days to be eligible for holiday pay.

## ARTICLE 23

### 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. Prior to revising the evaluation forms, the Board will provide an opportunity for the Union to have input into the process.

Section Four. Performance evaluations shall be given to each employee by an Administrator by the first full week of June and during school hours.

## ARTICLE 24

## **SEVERANCE PAY/SERVICE PAY**

**Section One. Severance Pay.** The provisions of this Section shall be applicable only to employees hired prior to July 1, 1996. Upon retirement, a Paraeducator shall be paid the following for each year of service up to a maximum of one thousand dollars (\$1,000.00) provided he/she has served a minimum of 10 years with the Board of Education.

**\$45.00**

Upon retirement, a Paraeducator shall be paid the following per day for each day of accumulated unused sick time, up to a maximum of one hundred fifty (150) days.

**\$22.00**

**Section Two. Service Pay.** The provisions of this Section shall be applicable only to employees hired prior to July 1, 1996. It is further agreed that employees represented by the Union shall receive Service Pay.

5 years	\$300.00
10 years	\$400.00
15 years	\$500.00
20 years	\$600.00

Eligibility for such Service Pay shall be in accordance with the records of the Board and shall be effective on the applicable anniversary date of employment. Employees whose anniversary dates fall between January 1 and June 30 will receive their service pay in separate checks issued during the last payroll in June. Employees whose anniversary dates fall between July 1 and December 31 will receive their service pay in separate checks issued during the last payroll in December. An employee who leaves service with the Board after his/her anniversary date but before the scheduled date for making service payments under this section will receive his/her service pay check upon separation.

## **ARTICLE 25**

### **JOB DESCRIPTIONS AND RECLASSIFICATION**

The Board shall notify the Union about the content of any new job descriptions after they are written but before they are implemented.

IN WITNESS WHEREOF, the parties have, by signature of their  
representatives, executed this document, this 12<sup>th</sup> day of JUNE,  
2024.

NORWICH BOARD OF EDUCATION

*[Signature]*

~~Robert Sirpenski~~  
Business Administrator

**MUNICIPAL EMPLOYEES UNION  
INDEPENDENT, LOCAL 506, SEIU**

Walter B. 3

Rich Baez  
Union Representative

**SCHEDULE A**  
**Wages**

Effective July 1, 2024, each Paraeducator will receive a 2.75% General Wage increase (GWI). Effective July 1, 2025, each Paraeducator will receive a 2.5% GWI. Effective July 1, 2026, each Paraeducator will receive a 2.5% GWI.

Employees eligible for step movement in the 2024-2025, 2025-2026, and 2026-2027 fiscal years shall receive a step increase according to the following wage schedules:

**Group 1**

Step	Years of service	2024-25	2025-26	2026-27
I	0-1 Year	18.45	18.91	19.38
II	2-9 Years	19.50	19.99	20.49
III	10+ years	20.60	21.12	21.65

**Group 2**

Step	Years of service	2024-25	2025-26	2026-27
I	0-1 Year	20.47	20.98	21.50
II	2-9 Years	22.07	22.62	23.19
III	10+ years	23.85	24.45	25.06

**Group 3**

Step	Years of service	2024-25	2025-26	2026-27
I	0-1 Year	22.97	23.54	24.13
II	2-9 Years	25.15	25.78	26.42
III	10+ years	27.55	28.24	28.95

“Years of service” as set forth in the wage schedules above means completed years of service. For purposes of illustration, a new employee who begins employment has zero (0) years of service during his/her first year of employment. If he/she completes that first year of employment, then he/she will have one (1) year of service.

## **SCHEDULE B**

### **Group Listing**

#### **Group 1**

Regular Classroom Paraeducator

Library Paraeducator (prior to receiving LTA certificate)

Preschool Paraeducator (no CDA credential)

#### **Group 2**

In-School Suspension Paraeducator

Instructional Support/Intervention Paraeducator

Special Education Instructional Support/Paraeducator

Bilingual/ESL Paraeducator

#### **Group 3**

Library Paraeducator (with LTA certificate)

Preschool Paraeducator (with CDA credential)

Substantially Separate Programs

Special Education Instructional Support/Custodial Care Paraeducator\*\*

\*\*Custodial Care Involves Comprehensive:

- Feeding
- Changing
- Lifting
- Managing special equipment

Paraeducators who are assigned to engage in custodial care shall be paid at the Group 3 level. The parties acknowledge that some custodial care assignments may be short-term, or time-limited as determined by the Administration consistent with student needs.

Only employees who are required to have a CDA can be placed in the CDA group.

**APPENDIX A**  
**Fingerprinting**

The Union recognizes the Board's right to require any bargaining unit employee(s) to submit to state and national criminal history records checks. As part of such records checks, the Board shall arrange for the fingerprinting of such employee(s). The Board shall pay any fee associated with the procurement of the criminal history records check, for any employee hired prior to July 1, 1995.

## APPENDIX B

### Substance Abuse Testing

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

#### A. SCREENING

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

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

An employee may be required to undergo testing based on "reasonable suspicion" when objective facts and observations are brought to the attention of the Superintendent or his/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.

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

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

## **B. TESTING PROCEDURES**

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

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

### **I. ALCOHOL TESTING**

1. The employee shall submit to a breathalyzer test to be administered by an agent designated by the Superintendent. Breathalyzer tests shall only be administered by individuals who have been trained to operate electronic breath testing devices and who are proficient in breath testing procedures.
2. The employee being tested may consult with and be accompanied by a representative of the Union. The Union representative may confer with and advise the employee before and after the testing process, but shall not participate in the process in any way, except as an observer. The testing process will not be delayed because the Union representative is unable to be present.
3. If the breathalyzer tests positive for the presence of alcohol, a second breathalyzer test shall be administered within fifteen (15) minutes of administering the first test.
4. The employee will be notified of the results of all breathalyzer tests at the earliest appropriate time (to be determined by particular facts and circumstances). If the test results are available immediately upon completion of such test, the employee and the Superintendent or designee will be notified at that time.
5. Those test results which do not indicate the presence of alcohol will be sealed and there will be no indication of testing in the employee's personnel file.

### **II. DRUG TESTING**

1. The employee shall provide a urine sample for purposes of testing for the following drugs or controlled substances: marijuana; cocaine; opiates (including morphine and codeine); phencyclidine (pcp); and amphetamines (including amphetamine and methamphetamine). Tests for other drugs shall not be performed at the direction of the employer and shall not be used as the basis for action against the employee.
2. The employee being tested may consult with and be accompanied by a representative of the Union. The Union representative may confer with and advise the employee before and after the testing process, but shall not participate in the process in any way, except as an observer. The testing process will not be delayed because the Union representative is unable to be present.

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

will be borne by the employee. The result of this testing shall be reported directly to the employer by the laboratory.

11. Any confirmed test resulting in a positive report will be referred to the Superintendent for a complete investigation. Such investigation shall include an opportunity for the employee to be heard with respect to the results of the test, and a reasonable time for the employee to have the third sample tested independently. The employee shall be entitled to Union representation at the hearing which is part of this investigation. Upon completion of such investigation, if it is found that a employee has used any drug which has not been legally prescribed and/or dispensed, or has abused a legally prescribed drug or has reported for duty under the influence of drugs or alcohol, a report of such shall be prepared. The employee shall also be given a copy of the laboratory test results. Upon service, the employee against whom such report has been made may be immediately suspended from duty without pay and shall be subject to disciplinary action which may include discharge. If the Superintendent is suspending the employee, the suspension shall be for a definite duration. If the Superintendent is recommending termination, such recommendation shall be included as part of the report on the investigation.

#### C. ADMINISTRATIVE PROVISIONS

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

**APPENDIX C**  
**Norwich Board of Education - Paraeducators**  
**HIGH DEDUCTIBLE HEALTH PLAN**

**The Norwich BOE High Deductible Health Plan with an HSA**

<b>COST SHARE PROVISIONS</b>	<b>In-Network Member pays:</b>	<b>Out-of-Network Member pays:</b>
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*

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