

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

July 1, 2025 - June 30, 2028

TABLE OF CONTENTS

PREAMBLE 1

ARTICLE I RECOGNITION..... 1

ARTICLE II UNION SECURITY..... 1

ARTICLE III NO STRIKE - NO LOCKOUT 2

ARTICLE IV NONDISCRIMINATION 2

ARTICLE V GRIEVANCE PROCEDURE..... 3

ARTICLE VI HOURS OF WORK 6

ARTICLE VII COMPENSATION 6

ARTICLE VIII RETIREMENT..... 7

ARTICLE IX SICK LEAVE AND SEVERANCE 7

ARTICLE X PERSONAL LEAVE..... 8

ARTICLE XI JURY DUTY 9

ARTICLE XII INSURANCE BENEFITS..... 10

ARTICLE XIII VACATIONS..... 12

ARTICLE XIV HOLIDAYS..... 13

ARTICLE XV VACANCIES..... 13

ARTICLE XVI BOARD PREROGATIVES 14

ARTICLE XVII SENIORITY 15

ARTICLE XVIII REDUCTION IN STAFF AND RECALL..... 16

ARTICLE XIX DISCHARGE AND DISCIPLINE..... 17

ARTICLE XX MISCELLANEOUS..... 17

ARTICLE XXI AMENDMENT 18

ARTICLE XXII CONFORMITY TO LAW AND SAVING CLAUSE 19

ARTICLE XXIII DURATION 19

APPENDIX A CLASSIFICATIONS AND WAGE SCHEDULES..... 21

APPENDIX B SUBSTANCE ABUSE TESTING..... 22

APPENDIX C HIGH DEDUCTIBLE HEALTH PLAN 26

APPENDIX D-1 MEMORANDUM OF UNDERSTANDING..... 27

APPENDIX D-2 MEMORANDUM OF UNDERSTANDING..... 29

APPENDIX D-3 MEMORANDUM OF UNDERSTANDING..... 31

PREAMBLE

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

ARTICLE I

RECOGNITION

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

ARTICLE II

UNION SECURITY

2.1 New employees may sign a payroll deduction card at their time of hire, effective the first payroll period following their completion of thirty (30) days of employment. Such deductions shall continue unless the Board is notified in writing by the Union that the employee is no longer a member.

2.2 Upon receipt of a voluntarily signed authorization form from the employee involved, the Employer agrees to deduct from the employee's pay, each payroll period, such dues as determined by the Union. Such deduction shall continue for the duration of this Agreement and/or any extension hereof unless otherwise notified by Council 4 AFSCME.

2.3 The amount will be certified by a responsible Union Officer in writing and may be raised or lowered by the Union at any time upon at least thirty (30) days' prior written notice by the Union to the Employer.

2.4 Such payroll deductions, as provided herein, shall be remitted to the Council 4 office of the Union by the fifteenth (15th) day of the next month following the month in which such dues were deducted along with a list of names and employee IDs, of employees from whom the deductions have been made.

2.5 The Union agrees to defend, indemnify, and save the Board harmless against any and all claims, demands suits or other forms of liability that shall arise out of or by reason or action of any action taken by the Board or the purpose of complying with the provisions of this Article including reasonable attorney's fees and costs.

2.6 In the event an employee's pay is not sufficient to meet the deductions requested by the Union, the requested deductions need not be made until the first payroll week in which the employee's pay is sufficient to meet requested deductions in full. The Union will be responsible for collection of said deductions. The Board will reactivate and continue the deduction of dues commencing with the first payroll week in which the employee's pay is sufficient to meet the requested deduction of dues in full.

2.7 All new hires within thirty (30) working days of their start date shall be released from work for thirty (30) minutes without loss of pay to attend a Union orientation. Management shall not be present during the Union's orientation. The parties agree that this provision shall satisfy any obligation of the Board pursuant to Public Act 21-25, Section 1(b) related to new employee orientations.

2.8 The Board will permit the use of a bulletin board in each building or department in which there are union employees by the Union for the posting of notices concerning Union business and activities. The Union may also utilize the Board's email system to notify its members of meetings.

2.9 The Union may use district buildings without cost for meetings, with advanced notification to and authorization of the administrator in charge of the building to be used. Such authorization shall not be unreasonably withheld.

ARTICLE III

NO STRIKE - NO LOCKOUT

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

ARTICLE IV

NONDISCRIMINATION

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

ARTICLE V

GRIEVANCE PROCEDURE

5.1 PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of administrative assistants.

5.2 DEFINITIONS

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

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

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

5.3 INFORMAL PROCEDURE

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

5.4 FORMAL PROCEDURE

A. Step One - Principal or Immediate Supervisor

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

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

B. Step Two - Superintendent of Schools

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

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

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

C. Step Three - Board of Education

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

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

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

D. Step Four - Mediation

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

E. Step Five - Impartial Arbitration

(1) If the aggrieved person is not satisfied with the disposition of his/her grievance at Step Three or Step Four, within fifteen (15) days after receipt of the decision at

Step Three, or within five (5) days after mediation, the Union may submit the grievance to arbitration by so notifying the Board in writing. A request for a list of arbitrators shall be made to the American Arbitration Association, and the parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. Arbitration shall proceed in accordance with the rules of the American Arbitration Association.

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

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

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

5.5 TIME LIMITS

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

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

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

5.6 MISCELLANEOUS

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

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

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

ARTICLE VI

HOURS OF WORK

6.1 The regular work day for all full-time employees shall generally be eight (8) hours per day and thirty (30) minutes for lunch. Hours and lunch will be determined annually based on the needs of each position. Changes will be a matter of discussion with the bargaining unit.

Normally, the work schedules for the schools shall be established by the Board prior to the beginning of the school year and shall remain the same for that school year unless there is a material change in circumstances.

The work schedules shall not be changed unless at least two (2) weeks written notice of such change is given to the affected employee(s) or in urgent situations, upon agreement by the bargaining unit.

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

6.3 Ten-month employees shall work 201 days which shall include fifteen (15) days to be used prior to the opening of school year or after the last day of the school year as approved by the building administrator. Annual work schedules shall be finalized by August 1st. All additional days shall be pre-approved by the Superintendent and shall be compensated at the employee's hourly rate of pay.

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

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

ARTICLE VII

COMPENSATION

7.1 The salary for each presently employed member of the bargaining unit shall be as set forth in Appendix A to this Agreement. All employees are required to be paid by direct deposit. Employees will receive notification of their direct deposit by electronic mail to an address designated by the employee.

All ten-month employees shall be paid based on the hours worked within a pay period.

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

ARTICLE VIII

RETIREMENT

8.1 Employees in the bargaining unit shall be eligible for participation in the City of Norwich Retirement Fund (the "Retirement Fund") in accordance with the terms and conditions of such plan (including terms and conditions related to employee and employer contributions to the Retirement Fund), as may be amended from time to time. Employer (City of Norwich) makes the required contribution set by the Personnel and Pension board and approved by the City Council to fund the remaining cost of the fund. New bargaining unit employees who are eligible for participation in the Retirement Fund will have a one-time only option to join the Retirement Fund, which option must be exercised within sixty (60) days following the completion of the probationary period set forth in Article XIV, Section 14.4 of this agreement. The Board shall be responsible for providing information concerning the Retirement Fund to all new employees in writing at the end of the probationary period set forth in Article XIV, Section 14.4 of this Agreement, in order to complete the enrollment process or to obtain a signed waiver from each employee. An 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.

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

ARTICLE IX

SICK LEAVE AND SEVERANCE

9.1 The Board and the Union agree that during their first year of work, new employees shall be entitled to 1.25 days sick leave per month worked. Beginning the first month after the completion of their first year of work, employees shall be entitled to fifteen (15) days sick leave per year, prorated if such anniversary occurs midyear. On the first day of July following the completion of their first year of work, employees shall be entitled to fifteen (15) days sick leave per year. Any portion of sick leave which is unused shall be cumulative to 220 days.

9.2 A. Sick leave may be used:

- (a) when the employee is unable to attend work because of personal illness;
- (b) to meet medical and dental appointments that cannot be arranged during non-working hours;
- (c) up to three (3) sick leave days for the care for a spouse, dependent or parent with a serious health condition.

B. Except for sick leave taken in accordance with Conn. Gen. Stat. §§ 31-57r et seq. as noted below, the Board may request a physician's medical certification for absences of five (5) or more consecutive days.

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

D. Sick leave may be used in one-hour increments.

9.3 In the event that bargaining unit employees are covered by Connecticut's Paid Sick Leave Law, Conn. Gen. Stat. §§ 31-57r et seq., employees shall be permitted to use the forty (40) hours of sick leave accrued in accordance with Conn. Gen. Stat. §§ 31-57r et seq. (the "Statutory Sick Leave") in accordance with the provisions of such statutory requirements, notwithstanding any provisions in this section to the contrary. For any sick leave accrued beyond the Statutory Sick Leave, the provisions above shall apply, provided that any days used for family illness as part of the Statutory Sick Leave shall be deducted from the allowance of three (3) such days above.

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

9.5 An employee who is temporarily totally disabled by an injury which has been ruled compensable under the Workers' Compensation Act may use accumulated sick leave to supplement workers' compensation payments. In no case shall the combination of workers' compensation payments and sick leave pay exceed the employee's net weekly income prior to the date of the injury.

ARTICLE X

PERSONAL LEAVE

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

1. Up to a total of five days per fiscal year for the following reasons:
 - (a) religious holy days;
 - (b) In addition to the use of sick leave provided in Article IX section 9.2 (c), sickness in the family, death, marriage, childbirth or graduation of a member of the employee's family, defined as the employee, the

employee's spouse, the employee's or spouse's child, parent, sister, brother, or other relative living in the employee's household;

(c) legal demands outside the employee's control, emergencies or other personal reasons necessitating absence from school.

2. Up to a total of five (5) days per fiscal year for the death of any relative (including but not limited to spouse, child, parent, parent-in-law, sibling, sibling-in-law, grandparent) or one (1) day leave for a close friend of the employee.

B Application for leave shall be made at least twenty-four (24) hours in advance (except in the case of emergencies). The Board reserves the right to require a specific statement of the reason for the request.

C. Additional personal days may be deducted from allowable sick leave at the discretion of the Superintendent.

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

B. Except as otherwise required by law, employees granted a leave of absence shall not retain any benefits or privileges of employment beyond the following exceptions:

1. Employees on unpaid leave may continue their insurance coverage at the Board's group rate, as was available to such employee at the time the leave was granted, provided the employee pays the cost of each insurance premium, in advance, to the Board. Failure to do so will terminate the employee's right to benefits.

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

ARTICLE XI

JURY DUTY

11.1 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.

ARTICLE XII

INSURANCE BENEFITS

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

A. The Board shall provide medical coverage under the Anthem Blue Cross/Blue Shield High Deductible Health Care Plan (“HDHP Plan”). A description of the plan is outlined in Appendix C to this Agreement.

Employees shall have the option of choosing medical coverage during the open enrollment period applicable to the plan. The administrator of the plans shall be selected at the option of the Board.

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

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

D. Employees shall pay the following percentages of the premium costs for medical insurance under the HDHP/HSA Plan by payroll deduction in each respective year of the contract. The Board will pay the balance of the premium costs for the plan.

HDHP/HSA Plan

Effective July 1, 2025 through June 30, 2026	16.50%
Effective July 1, 2026 through June 30, 2027	16.75%
Effective July 1, 2027 through June 30, 2028	17.00%

The HSA shall be funded 50% by the Board of Education. The Board shall fund its contribution in two installments. For 12-month employees, these installments shall be made in the months of July and January. For all other employees, these installments shall be made in the months of September and January.

E. The parties acknowledge that the Board’s contribution toward the funding of the HSA plan 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 HDHP deductible for individuals upon their separation from employment.

F. 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.

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

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

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

12.4 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.

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

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

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

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

ARTICLE XIII

VACATIONS

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

- (1) New employees shall accrue one (1) day of vacation for each month actually worked for the first ten (10) months of employment;
- (2) ten (10) days for first two years;
- (3) fifteen (15) days at three years;
- (4) twenty (20) days at six years; and
- (5) twenty-five (25) days at 10 years.

13.2 A. Employees regularly scheduled to work fewer than twelve (12) months shall receive pro rata vacation up to a maximum of five (5) days paid vacation per year, subject to the provisions of this Article.

B. Employees based in schools shall take paid vacation when school is not in session. Employees based in schools may, however, take paid vacation when school is in session with the approval of the Superintendent or the Superintendent's designee.

13.3 Unused vacations are not normally cumulative from one year to the next. Employees may carry over five (5) days' vacation accrual each year with written approval of the Superintendent and with good cause.

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

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

13.6 If any member of the bargaining unit is required by the Board, or its agents, to forgo unused vacation days to which said employee would otherwise be entitled during the term of this contract beyond the vacation days that have been approved to be carried over pursuant to Section 12.3, he/she will be compensated for said unused vacation days at the proper per diem rate, and such compensation shall be paid in July of the ensuing fiscal year.

ARTICLE XIV

HOLIDAYS

14.1 A. All twelve-month employees shall receive fifteen (15) paid holidays: New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Memorial Day, Juneteenth, July 4th, Labor Day, Indigenous Peoples Day, Veterans' Day, Thanksgiving, the day after Thanksgiving, Christmas Eve and Christmas.

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

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

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

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

ARTICLE XV

VACANCIES

15.1 Notice of vacancies of positions, or availability of new positions, for employees governed by this Agreement shall be posted in each school office and department and emailed to all employees covered under this agreement at least seven (7) days in advance of the closing date for applications for said vacancy. All pertinent information, including the starting salary, shall be posted. During the summer months the President of the Union will be notified before the vacancy is posted by way of email

15.2 Where, in the opinion of the Superintendent, qualifications are equal for the position sought under this contract, members of the bargaining unit will be given preference. Where two or more bargaining unit members apply for a vacancy, the Superintendent shall have the discretion to choose the successful candidate based on their qualifications and past work performance. Where no distinctions can be made between bargaining unit candidates based on their qualifications or past work performance, bargaining unit seniority, as defined in Section 16.1, shall prevail. However, the Superintendent reserves the right to fill positions on an interim basis during the school year for

not more than sixty (60) calendar days. The Union President shall be given notice of all new hires together with the rate of pay.

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

15.4 Each new employee shall serve a probationary period of ninety (90) calendar days (excluding summer break for employees regularly scheduled to work less than twelve (12) months) unless extended by mutual agreement of both parties in writing during which time the employee shall be subject to the provisions of this agreement except that:

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

ARTICLE XVI

BOARD PREROGATIVES

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

16.2 Subject to the provisions of this Agreement, the Board of Education and its designee(s) reserve and retain all rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the Norwich Schools and its employees. The Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the schools in all its aspects, including but not limited to the following: to determine educational policy and maintain such educational activities as in its judgment will best serve the interests of the students; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands and other property used for school purposes; to create and eliminate positions; to prescribe rules for the management, studies and discipline within the school; to determine-the-textbooks and other instructional-equipment to be used; to prepare budgets and, in its sole discretion, to expend monies appropriated by the legislature or derived from other sources for the operation of the school district.

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

1. to employ, assign, transfer and/or layoff employees; to evaluate, discipline, suspend or dismiss employees;

2. to establish, change and enforce reasonable rules, regulations and policies concerning, among other things, conditions of employment not in direct conflict with this Agreement.

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

ARTICLE XVII

SENIORITY

17.1 Definitions

A. Bargaining unit seniority is determined by the total length of continuous employment within the jurisdiction of the bargaining unit.

B. Board seniority is determined by the total length of employment with the Board of Education.

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

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

Seniority shall be broken by:

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

ARTICLE XVIII

REDUCTION IN STAFF AND RECALL

18.1 LAYOFF

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

18.2 RECALL

Any employee who is laid off may have his or her name placed on a recall list for a period of one (1) year following the date of layoff. This notice shall be sent to employees at their electronic mail address as it appears in the records of the Board Office. It is the employees' responsibility to notify the Board Office in writing of any change in electronic mail address. An employee shall have the right to be recalled only to a vacant position within the bargaining unit for which he or she is qualified. Employees shall be placed on the recall list in order of bargaining unit seniority. Recall shall be by inverse order of layoff with the most senior employee recalled first.

Any member of the bargaining unit on the reappointment list shall receive by email a written offer of reappointment at least fourteen (14) days prior to the date of reemployment. He or she shall accept or reject the appointment by email to the Superintendent within five (5) business days of receipt of the offer, or the offer shall be deemed to be rejected. If an offer is rejected or deemed rejected, all recall rights under this Article shall terminate immediately.

18.3 BENEFITS

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

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

18.4 INVOLUNTARY TRANSFERS

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

of employees are contemplated by the Board. The Board reserves the right to make transfers that serve the best interest of the school and students and that promote total staff utilization. Except for emergency situations or urgent operational need, employees shall be given two (2) weeks' notice before being transferred.

ARTICLE XIX

DISCHARGE AND DISCIPLINE

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

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

19.3 Disciplinary actions shall generally follow the following order:

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

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

19.4 All suspensions and discharges shall be given in writing to the employee and shall state the reason for such action. A copy of all discipline that has been reduced to writing shall be forwarded to the President of the Union at the time of the discipline.

ARTICLE XX

MISCELLANEOUS

20.1 Copies of Agreement

A. Copies of this agreement shall be made available electronically or on the Board's website. New hires shall be directed to the electronic version of the contract upon hire.

B. The Board agrees to provide the Council #4 staff representative with three (3) original, signed, contracts and an electronic version in Word at the time of the signing.

20.2 Course Reimbursement

If an employee wishes to enroll in a job-related course and has the prior approval of the Superintendent or designee, the employee shall be reimbursed for the cost of the course provided

that the amount of reimbursement has been approved in advance and the employee successfully completes the course.

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

20.3 Part-time Employees

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

20.4 Fingerprinting

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

20.5 Evaluations

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

20.6 Reclassification

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

ARTICLE XXI

AMENDMENT

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

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

ARTICLE XXII

CONFORMITY TO LAW AND SAVING CLAUSE

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

ARTICLE XXIII

DURATION

23.1 The Board and the Union agree that unless a particular provision is stated to be retroactive, this Agreement shall be effective as of the date of signing and shall remain in full force and effect from July 1, 2025, and shall remain in effect through June 30, 2028, and from year to year thereafter unless either party notifies the other no less than one hundred twenty (120) days from the expiration date above that it wishes to modify or change this agreement in any manner. Upon receipt of such notice, meetings will begin as soon as possible to negotiate a successor agreement. This Agreement shall be retroactive only as stated specifically herein.

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

NORWICH BOARD OF EDUCATION

By: 

6-12-2025
Date Signed

NORWICH EDUCATIONAL ADMIN.
ASSIST., LOCAL 1303-190, AFSCME,
COUNCIL #4

By: 

6-12-2025
Date Signed

By:  CITY STAFF Rep

6-12-2025
Date Signed

APPENDIX A

CLASSIFICATIONS AND WAGE SCHEDULES

Salary Schedules

2025-2026 – 2.75% general wage increase.

2026-2027 – 3.00% general wage increase.

2027-2028 – 3.00% general wage increase.

The resulting wage schedules are set forth below.

Classifications for Employees

Group A: 10-month positions

Group B: 12-month positions

Group C: 11-12-month

Group D: Payroll and Human Resources Positions

	7/1/2025	7/1/2026	7/1/2027
Groups A, B & C	\$26.16	\$26.94	\$27.75
Group D	\$31.60	\$32.55	\$33.53

APPENDIX B

SUBSTANCE ABUSE TESTING

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

A. SCREENING

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

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

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

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

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

B. TESTING PROCEDURES

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

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

I. ALCOHOL TESTING

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

II. DRUG TESTING

1. The employee shall provide a urine sample for purposes of testing for the following drugs or controlled substances: marijuana; cocaine; opiates (including morphine and codeine); phencyclidine (pcp); and amphetamines (including amphetamine and methamphetamine). Tests for other drugs shall not be performed at the direction of the employer and shall not be used as the basis for action against the employee.
2. The employee being tested may consult with and be accompanied by a representative of the Union. The Union representative may confer with and advise the employee before and after the testing process, but shall not participate in the process in any way, except as an observer. The testing process will not be delayed because the Union representative is unable to be present.
3. No employer representative, agent or designee shall directly observe an employee in the process of producing the urine specimen.
4. Three separate containers, supplied by the laboratory conducting the testing, shall be prepared for the employee being tested. Each container shall have

affixed a code number and the date of collection. The code numbers shall be recorded, together with the employee's name and signature. Three (3) specimens will be taken at the time of collection and shall be sealed in the presence of the employee being tested.

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

11. Any confirmed test resulting in a positive report will be referred to the Superintendent for a complete investigation. Such investigation shall include an opportunity for the employee to be heard with respect to the results of the test, and a reasonable time for the employee to have the third sample tested independently. The employee shall be entitled to Union representation at the hearing which is part of this investigation. Upon completion of such investigation, if it is found that 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. 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

HIGH DEDUCTIBLE HEALTH PLAN

2025-2026, 2026-2027, 2027-2028		
	IN-NETWORK	OUT-OF-NETWORK
FINANCIALS:		
Deductible	\$2,500/\$5,000	
Co-insurance	100%	70/30%
Maximum Out of Pocket	\$3,500/7,000	\$5,000/\$10,000
Maximum Lifetime Benefit Per Member	Unlimited	Unlimited
Gatekeeper Network	No	No
PREVENTIVE CARE:		
Well child care (to sched.)	No charge	Ded. & Coins.
Periodic, routine health examination (to sched.)	No charge	Ded. & Coins.
Routine eye exams	No charge	Ded. & Coins.
Routine OB/GYN visits	No charge	Ded. & Coins.
Mammography (to sched.)	No charge	Ded. & Coins.
Hearing Screening	No charge	Ded. & Coins.
MEDICAL CARE:		
Office Visits (Primary)	Subject to Deductible	Ded. & Coins.
Office Visits (Specialist)	Subject to Deductible	Ded. & Coins.
Outpatient Mental Health & Substance Abuse	Subject to Deductible	Ded. & Coins.
Diagnostic lab and x-ray	Subject to Deductible	Ded. & Coins.
High cost imaging (MRI, CAT, PET, etc.)	Subject to Deductible	Ded. & Coins.
Allergy Services - Office Visit and Testing	Subject to Deductible	Ded. & Coins.
Allergy Services - Injections (80 within 3 yrs.)	Subject to Deductible	Ded. & Coins.
HOSPITAL CARE		
Inpatient Hospitalization	Subject to Deductible	Ded. & Coins.
Skilled Nursing Facility (120 days per year)	Subject to Deductible	Ded. & Coins.
Rehabilitative Services (60 days per year)	Subject to Deductible	Ded. & Coins.
Outpatient Surgery	Subject to Deductible	Ded. & Coins.
EMERGENCY/URGENT CARE		
Emergency Room	Subject to Deductible	Same as In-Network
Urgent Care	Subject to Deductible	Ded. & Coins
Ambulance	Subject to Deductible	Ded. & Coins
OTHER SERVICES		
Physical, Occupational, Speech & Chiro	Subject to Deductible	Ded. & Coins
PT/OT/ST Visit Limit	Subject to Deductible	Ded. & Coins
Durable Medical Equipment (Unlimited)	Subject to Deductible	Ded. & Coins
Home Health Care	Subject to Deductible	Ded. & Coins
PRESCRIPTION DRUGS:	Subj. to Ded. Then	
Retail	\$10/25/40	Ded. & Coins
Mail Order	\$10/50/80	Ded. & Coins
Annual Maximum	Unlimited	

*MP4 drug rider; mandatory mail order maintenance drugs

* Exclusive Specialty Pharmacy Program

*Specialty Accumulator Rules

*Specialty Cost Relief Pharmacy Program

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

APPENDIX D-1

MEMORANDUM OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE NORWICH BOARD OF EDUCATION
AND
THE NORWICH ADMINISTRATIVE ASSISTANTS LOCAL 1303-190 OF
COUNCIL #4 AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES.**

This Memorandum of Understanding ("MOU") is entered by and between the Norwich Board of Education ("the Board") and the Norwich Administrative Assistants Local 1303-190, AFSCME, Council #4 (the "UNION") both of which are sometimes hereinafter referred to as the "PARTIES".

WHEREAS, the Board and the UNION are parties to a collective bargaining agreement, effective July 1, 2022 through June 30, 2025 (the "Agreement") that determines the terms and conditions of employment for members of the UNION; and

WHEREAS, the Board and the UNION wish to amend the Agreement in light of the Board exercising its right to establish the position(s) of a part-time Administrative Assistant requiring a twenty hour per week work schedule.

NOW THEREFORE, the Board and the UNION agree to the following:

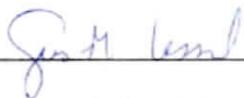
1. This MOU specifically amends the Agreement between the parties referenced above as follows, with the addition of this position(s). This position(s) shall have a twenty-hour work week with an hourly pay rate corresponding to the related full time position pay rate based on the department and/or responsibilities assigned.
2. Occasional addition hours worked shall not affect the entitlements of this position(s).
3. This position(s) is entitled to 2.5 personal days, 7.5 sick days and 4 hours for each of the 15 paid holidays as listed in Article XIII of the Agreement.
4. Other than as specified here, the Agreement shall not otherwise be modified.
5. This MOU is effective August 16, 2024 and shall run concurrently with the aforementioned collective bargaining agreement, expiring June 30, 2025.
6. The terms of this MOU 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 MOU.

7. The validity, effect and operation of this MOU shall be determined by the laws of the State of Connecticut.

8. The signatures below indicate that this MOU has been fully approved by the parties and they have the capacity to act on behalf of their representative entities.

NORWICH BOARD OF EDUCATION:
Susan M. Lessard, Acting Superintendent

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

By: 

By: 

DATE: 8/22/24

DATE: 8/22/24

APPENDIX D-2

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

BETWEEN THE NORWICH BOARD OF EDUCATION

AND

**THE NORWICH ADMINISTRATIVE ASSISTANTS LOCAL 1303-190 OF COUNCIL
#4 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES.**

This Memorandum of Understanding ("MOU") is entered by and between the Norwich Board of Education (the "BOARD") and the Norwich Administrative Assistants Local 1303-190, AFSCME, Council #4 (the "UNION") both of which are sometimes hereinafter referred to as the "PARTIES".

WHEREAS, the BOARD and the UNION are parties to a collective bargaining agreement (the "Agreement") governing the terms and conditions of employment for Administrative Assistants from July 1, 2022 through June 30, 2025; and

WHEREAS Appendix A of the Agreement provides that the Group D wage rate applies only to payroll and human resources administrative assistant positions; and

NOW THEREFORE, the BOARD and the UNION agree to the following:

1. The PARTIES agree that the following employees be paid at the Group D wage rate as set forth in Appendix A of the Agreement:

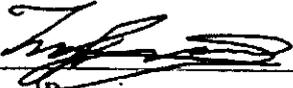
Administrative Assistant positions-Student Services Department
2. The PARTIES agree that all other employees shall be paid at the Group D rate only in accordance with the Agreement.
3. The terms of this MOU shall not alter or affect any other terms, conditions, rights or obligations of either PARTY contained in the Agreement.
4. The terms of this MOU 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 MOU.
5. The PARTIES agree that payment of the employees identified in Paragraph 1 at the Group D rate prior to the execution of this MOU does not set a precedent and shall not be used as evidence of past practice.
6. The validity, effect and operation of this MOU shall be determined by the laws of the State of Connecticut.

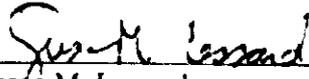
7. The signatures below indicate that this MOU has been fully approved by the parties and they have the capacity to act on behalf of their representative entities.

IN WITNESS WHEREOF, the aforementioned PARTIES, intending to legally bound hereby, have executed this MOU.

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

NORWICH BOARD OF EDUCATION

By: 
Troy Raccuia
Director of Collective Bargaining

By: 
Susan M. Lessard
Acting Superintendent

Date: 6/5/2024

Date: 5/30/24

APPENDIX D-3

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

BETWEEN THE NORWICH BOARD OF EDUCATION

AND

**THE NORWICH ADMINISTRATIVE ASSISTANTS LOCAL 1303-190 OF COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**

This Memorandum of Understanding ("MOU") is entered by and between the Norwich Board of Education (the "BOARD"), the Norwich Administrative Assistants Local 1303-190, AFSCME, Council #4 (the "UNION") both of which are sometimes hereinafter referred to as the "PARTIES."

WHEREAS, the BOARD and the UNION recently negotiated a successor collective bargaining agreement, which shall be in effect upon its ratification through June 30, 2025; (the "Agreement"); and

WHEREAS, Appendix A of the Agreement provides that the Group D wage rate applies only to payroll and human resources administrative assistant positions; and

WHEREAS, as part of contract negotiations for the Agreement, and due to unique circumstances, the PARTIES agreed to maintain three (3) specific employees in the Group D wage rate as set forth below, notwithstanding the fact that those employees are not currently in payroll or human resources positions.

NOW THEREFORE, the PARTIES agree to the following:

1. The PARTIES agree that the following individual employees shall continue be paid at the Group D wage rate as set forth in Appendix A of the Agreement, contingent on each individual employee remaining continuously employed by the Board:
 - a. Linda Curcio, who currently is employed by the Board as an adult education administrative assistant;
 - b. Deborah LaChance, who currently is employed by the Board as a maintenance administrative assistant; and
 - c. Kelly Molcan, who currently is employed by the Board as an accounts payable administrative assistant

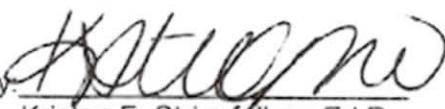
The three (3) specific employees identified above shall continue be paid at the Group D wage rate as set forth in Appendix A of the Agreement in the event of an involuntary transfer or reassignment (including due to reductions in force) unless such transfer or reassignment is a result of misconduct. If any of the three (3) specific employees identified above seek a voluntary transfer or reassignment to another position that does not fall within the Group D wage rate

as set forth in the Agreement, then such employee shall be paid the wage rate associated with that position as set forth in the Agreement.

2. The PARTIES agree that all other employees shall be paid at the Group D rate only in accordance with the Agreement.
3. The terms of this MOU shall not alter or affect any other terms, conditions, rights or obligations of either PARTY contained in the Agreement.
4. The terms of this MOU 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 MOU.
5. The PARTIES affirmatively state that they each have a full understanding of the contents of the MOU and the effects thereof; and that they have each executed the same voluntarily and of their own free will, without any coercion.
6. The PARTIES agree that the payment of the employees identified in Paragraph 1 at the Group D rate prior to the execution of this MOU does not set a precedent and shall not be used as evidence of past practice.
7. The validity, effect and operation of this MOU shall be determined by the laws of the State of Connecticut.
8. The signatures below indicate that this MOU has been fully approved by the PARTIES and they have the capacity to act on behalf of their representative entities.

IN WITNESS WHEREOF, the aforementioned PARTIES, intending to be legally bound hereby, have executed this MOU.

**NORWICH BOARD OF
EDUCATION**

By: 
Kristen E. Stringfellow, Ed.D.
Superintendent of Schools

Date: 9 8 23

**THE NORWICH ADMINISTRATIVE
ASSISTANTS, LOCAL 1303-190 OF
COUNCIL #4 AFSCME**

By: 
Tricia Johnson
Union Representative

Date: 9/5/23

NOTICE

Connecticut General Statutes §§ 31-57r - 31-57w – Paid Sick Leave

Each employer with 25 or more employees, based on the number of employees on its payroll for the week containing January 1st annually, shall provide paid sick leave annually to each of its employees in the state. The paid sick leave shall accrue beginning January 1, 2025, for current employees, or for employees hired after January 1, 2025, beginning on the employee's date of employment.

Accrual

The accrual is at a rate of 1 hour of paid sick leave for each 30 hours worked by an employee up to a maximum of 40 hours per year (the employer shall choose any 365-day period used to calculate employee benefits in order to administer paid sick leave).

- No employee shall be entitled to use more than the maximum number of accrued hours.

Carry Over

Each employee shall be entitled to carry over up to 40 unused accrued hours of paid sick leave from the current year period to the following year period.

Use of Paid Sick Leave

An employee shall be entitled to the use of accrued paid sick leave 120 calendar days after their date of hire.

Employees may use accrued paid sick leave in one-hour increments.

Recordkeeping

Employers must track and keep records of hours worked and paid sick leave accrued and used for every employee.

Pay

Each employer shall pay each employee for paid sick leave at a pay rate equal to the greater of either:

- the normal hourly wage for that employee; or
- the minimum fair wage rate under section 31-58 of the general statutes in effect for the pay period during which the employee used paid sick leave.

Reasons for Use of Leave

An employee may use paid sick leave for his or her own:

- illness, injury or health condition;
- the medical diagnosis, care or treatment of his or her mental illness or physical illness, injury or health condition;
- preventative medical care; or
- mental health wellness day.

An employee may use paid sick leave for a family member's:

- illness, injury or health condition;
- the medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or
- preventative medical care.

An employee may use paid sick leave when either:

- the employer's place of business; or
- a family member's school or place of care closes by order of a public official due to a public health emergency.

An employee may use paid sick leave when a health authority, the employer of the employee or the employee's family member, or a health care provider determines that the employee or the employee's family member poses a risk to the health of others because of exposure to a communicable disease.

An employee may use paid sick leave if the employee or the employee's family member is a victim of family violence or sexual assault:

- for medical care or psychological or other counseling for physical or psychological injury or disability;
- to obtain services from a victim services organization;
- to relocate due to such family violence or sexual assault;
- to participate in any civil or criminal proceedings related to or resulting from such family violence or sexual assault.

"Family member" means a spouse, sibling, child, grandparent, grandchild, or parent of an employee, or an individual who is related to the employee by blood or by an affinity whose close association the employee shows to be equivalent to those family relationships.

Documentation

No employer shall require an employee to provide any documentation that paid sick leave is being taken for a reason covered by the paid sick leave law.

Prohibition of Retaliation or Discrimination

No employer shall take retaliatory personnel action or discriminate against an employee because the employee:

- requests or uses paid sick leave either in accordance with the act; or
- in accordance with the employer's own paid sick leave policy, as the case may be; or
- files a complaint with the Labor Commissioner alleging the employer's violation of the act.

Collective Bargaining

Nothing in the act shall diminish any rights provided to any employee under a collective bargaining agreement, preempt or override the terms of any collective bargaining agreement effective prior to January 1, 2012, or July 1, 2012, pursuant to chapter 319pp.

Complaint Process

Any employee aggrieved by a violation of the provisions of the law may file a complaint with the Labor Commissioner. Upon receipt of any such complaint, said Commissioner may hold a hearing. After a hearing, the Commissioner may assess a civil penalty or award other relief.

Employees may file a complaint on the Department of Labor website: https://portal.ct.gov/dol/divisions/wage-and-workplace-standards/wage-complaint?language=en_US

This is not the complete Paid Sick Leave law. Please contact your Human Resources office for additional information.

Effective 1/1/25

AVISO

Estatutos Generales de Connecticut §§ 31-57r - 31-57w - Licencia por Enfermedad Pagada

Cada empleador con 25 o más empleados, según la cantidad de empleados en su nómina para la semana que contiene el 1 de enero de cada año, proporcionará licencia por enfermedad pagada anualmente a cada uno de sus empleados en el estado. La licencia por enfermedad pagada se acumulará a partir del 1 de enero de 2025 para los empleados actuales o para los empleados contratados después del 1 de enero de 2025, a partir de la fecha de empleo del empleado.

Acumulación

La acumulación es a una tasa de 1 hora de licencia por enfermedad pagada por cada 30 horas trabajadas por un empleado hasta un máximo de 40 horas por año (el empleador elegirá cualquier período de 365 días utilizado para calcular los beneficios del empleado con el fin de administrar la licencia por enfermedad pagada).

- Ningún trabajador tendrá derecho a utilizar más del número máximo de horas acumuladas.

Transferir

Cada empleado tendrá derecho a transferir hasta 40 horas acumuladas no utilizadas de licencia por enfermedad pagada del período del año en curso al período del año siguiente.

Uso de la Licencia por Enfermedad Pagada

Un empleado tendrá derecho de usar la licencia por enfermedad pagada acumulada 120 días calendario después de su fecha de contratación.

Los empleados pueden usar la licencia por enfermedad pagada acumulada en incrementos de una hora.

Mantenimiento de Registros

Los empleadores deben rastrear y mantener registros de las horas trabajadas y la licencia por enfermedad pagada acumulada y utilizada para cada empleado.

Pago

Cada empleador pagará a cada empleado por licencia por enfermedad pagada a una tasa de pago igual a la mayor de las siguientes cantidades:

- el salario normal por hora de ese empleado; o
- La tasa de salario mínimo justo bajo la sección 31-58 de los Estatutos Generales vigentes para el período de pago durante el cual el empleado utilizó la licencia por enfermedad pagada.

Razones para el uso de la licencia

Un empleado puede usar la licencia por enfermedad pagada por su propio (a):

- enfermedad, lesión o estado de salud;
- el diagnóstico médico, la atención o el tratamiento de su enfermedad mental o enfermedad física, lesión o condición de salud;