

**COLLECTIVE BARGAINING AGREEMENT**

**THE NORWICH BOARD OF EDUCATION**

**AND**

**LOCAL 371 UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL  
UNION  
FOOD SERVICE MANAGERS**

**Effective through June 30, 2024**

**TABLE OF CONTENTS**

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE .....	1
1	RECOGNITION .....	1
2	MANAGEMENT RIGHTS .....	1
3	CHECKOFF/BULLETIN BOARDS/UNION ACCESS.....	2
4	SENIORITY.....	3
5	NO DISCRIMINATION.....	4
6	DISCIPLINARY ACTION.....	4
7	GRIEVANCE PROCEDURE.....	4
8	PERSONNEL FILES .....	7
9	HOURS OF WORK/WORK SCHEDULE.....	7
10	VACANCIES .....	7
11	WAGES .....	8
12	OVERTIME .....	8
13	HOLIDAYS .....	9
14	JURY DUTY.....	9
15	LEAVES OF ABSENCE WITHOUT PAY .....	9
16	INSURANCE BENEFITS .....	9
17	LEAVE PROVISIONS .....	12
18	SHORT TERM DISABILITY .....	12
19	UNIFORMS .....	12
20	TRAVEL REIMBURSEMENT.....	13
21	SAVINGS CLAUSE.....	13
22	NO STRIKE NO LOCKOUT .....	13
23	ADMENDMENT .....	13
24	DURATION.....	13
APPENDIX A	WAGE SCHEDULE.....	15
APPENDIX B	INSURANCE.....	16

## **Preamble**

This Agreement is made and entered into by the Norwich Board of Education (hereinafter referred to as the "Board") and/or its successor, and the United Food and Commercial Workers Union Local 371 (hereinafter referred to as the "Union").

## **ARTICLE 1 - RECOGNITION**

The Board agrees to recognize the United Food and Commercial Workers Union Local 371 as the exclusive collective bargaining representative for all of the Norwich Board of Education Food Service Managers excluding the Director of Food Service and all others excluded by the Municipal Employees Relations Act (MERA) and as provided by Case Number ME-34175 of the Connecticut State Board of Labor Relations.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

Except when specifically abridged or superseded by any provision of this Agreement, the Board has and will continue to retain, whether exercised or not, the sole right, responsibility, and prerogative to manage and direct the operations of the Board, to set and enforce Board policy and manage its workforce, including but not limited to the following:

1. To create, abolish, maintain, expand or reduce programs and activities as, in the judgment of the Board will best serve the interests of the School District;
2. To decide upon the need and type of facilities, buildings, lands, apparatus, vehicles, equipment, supplies and other property within its control;
3. To employ, assign, transfer, promote, demote, suspend, hire, fire and discipline employees, or to layoff, furlough or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board;
4. To prescribe work hours and schedules and procedures used to discharge the Board's responsibilities;
5. In general, to control, supervise, and manage the operations of the Board and its staff under governing laws, and to establish or continue policies, practices and procedures for the conduct of Board business and the management of its operations, and from time to time, to change or abolish such policies, practices or procedures;
6. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, and to discipline employees as determined to be appropriate by the Board;
7. To subcontract out the food service operations if and when the board deems it to be in the best interest of the Norwich public schools to do so. However, if it decides to

exercise this right, the board shall take reasonable steps to ensure that bargaining unit employees are hired by the subcontractor. In addition, the board will negotiate any substantial secondary impacts as a result of its decision with the union to the extent those impacts are not already contemplated by this agreement.

8. To create job specifications and revise existing job specifications; and
9. To eliminate bargaining unit positions when deemed appropriate or necessary and refrain from filling posted positions.

### **ARTICLE 3 - CHECKOFF/BULLETIN BOARDS/UNION ACCESS**

Section One. Upon receipt of an authorization signed by an employee authorizing membership dues deductions, the Board agrees to deduct from the pay of its employees an amount as may be fixed by the Union. Such deductions shall begin from the date of their employment by the Board in the bargaining unit and shall continue for the duration of the Agreement or any extensions thereof unless an employee revokes such authorization in writing. The deductions of membership dues shall not affect in any way an employee's status as a probationary employee under Article 4 of this Agreement. An employee may withdraw from membership in the Union by giving written notice to the Union and the Board.

Section Two. In the event that Union Agency Fee deductions become permissible under State and or Federal law as a condition of employment, the parties agree that the Board shall deduct the designated Agency Fee amount from any employee who is not a dues paying member of the Union as provided in writing by the Union. The parties further agree that such Union Agency Fee deduction shall be remitted to the Union as set forth in Section Four.

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

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

Section Five. No dues will be deducted while an employee is collecting Workers' Compensation. No dues will be deducted from any student employee when not performing bargaining unit work for the Board.

Section Six. 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 Seven. The Board shall provide each employee with access to the contract by posting it online within thirty (30) days after the signing of the agreement.

Section Eight. A Union representative will be permitted to enter any of the schools for the purpose of discussing or processing grievances or fulfilling the Union's role as a bargaining agent. The union representative shall obtain permission from the building principal or Director of Food Services before entering the work site and shall report his/her presence to the building principal or Director of Food Services upon arrival. The building principal or Director of Food Services will designate a reasonable time and place for the Union representative to meet with employees. The discussion or processing of grievances or other activity shall not interfere with the employee's work assignment or any other aspect of operations. The Union representative shall comply with all applicable rules and policies regarding visitors to the schools.

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.

#### **ARTICLE 4 - SENIORITY**

Section One. For bargaining unit employees employed by the Board upon execution of this Agreement, seniority is defined as an employee's length of continuous service with the Board from date of hire as a manager or last promotion to manager, including all authorized paid leave, providing the employee returns to work immediately at the conclusion of such leave. Thereafter, seniority is defined as an employee's length of continuous service in the bargaining unit measured from his or her most recent date of entry into the bargaining unit.

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 president by October 1 of each 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 president within seven (7) days of the update.

Section Three. No employee shall attain seniority until he/she has been continuously on the payroll of the Board for a period of sixty (60) 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, after completion of his/her probationary period, shall acquire seniority commencing on the date of his/her employment. Any absences of an employee of one week or longer (including holiday recess and summer breaks) during the probationary period will not count toward the sixty (60) day probationary period.

Section Four: Seniority shall terminate:

- a. Upon voluntary resignation or retirement
- b. Upon discharge

- c. Failure to return from an approved leave of absence in Article 15 unless the leave of absence is extended by the Superintendent or his/her designee
- d. Layoff for more than six (6) months or
- e. Failure to report to work within five (5) calendar days if recalled from a layoff.

Section Five. An employee hired to fill a position of a Food Service Manager 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, provided the employee has met the probationary requirement.

#### **ARTICLE 5 - NO DISCRIMINATION**

There shall be no illegal discrimination, coercion or intimidation of any kind, either by the employer or by the Union, against any employee or member, because of marital status, age, sex, creed, national origin, color, race, ancestry, ethnicity, religious belief, physical or mental disability, sexual orientation, veteran status, or gender identity or expression or any other category protected by state or federal law. This section shall not be subject to the grievance procedure.

#### **ARTICLE 6 - DISCIPLINARY ACTION**

Section One. No employee shall be discharged, demoted, or otherwise disciplined 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 7 - 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 Food Service Managers.

##### Section Two. Definitions

- a. "Grievant" shall mean any member of the bargaining unit represented by the Union and may include a group of Food Service Managers 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 maximum. The time limits specified may however, be extended by written or oral agreement of the parties.
- b. If an aggrieved person or the Union does not file a grievance in writing with the Director of Food Services 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 a denial of the grievance and shall permit the Union 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 agreements shall be filed separately from the personnel files of the participants.

Section Four. Procedure

a. Step One - Director of Food Services.

- 1. The grievant or the Union shall present his/her claim as a formal grievance in writing to the Director of Food Services 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 Director of Food Services, within fifteen (15) days after receipt of the written grievance will render his/her decision and the reasons therefore in writing to the grievant, by e-mail or hand delivery, with a copy to the Union representative.

b. Step Two - Superintendent of Schools.

- 1. If the Union is not satisfied with the disposition of the grievance at Step One, the Union may, within 10 days after receipt of the decision at Level One, file the grievance with the Superintendent of Schools.
- 2. The Superintendent shall, within 10 days after receipt of the grievance, meet with the grievant and the Union representative for the purpose of resolving the grievance.

3. The Superintendent shall, within fifteen (15) days after the hearing, render his/her decision and the reasons therefore in writing to the grievant by email or hand delivery with a copy to the union representative.

c. Step Three - Board of Education

1. If the Union is not satisfied with the disposition of the grievance at Step Two, the Union may, within ten (10) days of receipt of the decision at Step Two, refer the grievance and responses at Step One and Step Two to the Board.
2. The Board's review shall occur at the next regularly scheduled Board meeting following receipt of the appeal, provided the appeal is received by 4:00 PM on the work day 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 fifteen (15) days after such meeting, the Board shall render its decision and reason therefore in writing by email or hand delivery to the aggrieved person, with a copy to the Union representative.

d. Step Four - Mediation

In the event the Union 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. In the event the Union elects to request mediation, 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. No employee may proceed to Step Four on his/her own. Only the Union may submit the grievances to mediation.

e. Step Five - Arbitration

1. If the Union is not satisfied with the disposition of the grievance at Step Three or Step Four, within ten (10) days after receipt of the decision at Step Three, or within ten (10) days after mediation or confirmation that mediation cannot be held within the twenty (20) day limit for continuing financial liability as indicated in paragraph (d), the Union may submit the grievance to arbitration by the Connecticut State Board of Mediation and Arbitration by so notifying the Board in writing.
2. 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/she shall be bound by and must comply with all terms of the contract.

3. The decision of the arbitrator shall be binding on all parties.
4. The cost of arbitration shall be borne equally by the Board and the Union.
5. No employee may proceed to Step Five on his/her own. Only the Union may submit the grievance to arbitration.

### **ARTICLE 8 - PERSONNEL FILES**

An employee shall be entitled to inspect their personnel file on their own time, during regular office hours by appointment, and, if requested the employee shall receive a complete copy of his or her personnel file at no cost once during his/her employment with the Board. Thereafter, an employee, if requested, may receive any new documents included in his or her personal file once per calendar year.

### **ARTICLE 9 - HOURS OF WORK/WORK SCHEDULE**

Section One. Hours of work and the work year, including training and professional development, shall be determined by the Board consistent with operational requirements and the interests of education in the system and shall consist of all days provided in the academic calendar published and/or amended by the Board annually for which students attend school in-person. Employees shall be notified of any changes in their hours of work five (5) work days in advance of the scheduled change if practicable.

Section Two. Employees are not to report to work on student school days when school is closed for students and meals are not being served (e.g, for weather or emergencies, remote learning, etc.) and shall not be paid for that day. In such case, employees who were scheduled to work that day may use their accrued sick leave or available personal leave to be paid for the regular hours they were scheduled to work.

If there is a delayed opening or an unscheduled early dismissal of school, employees shall be paid for their regular hours if they were scheduled to work and report to work that day.

### **ARTICLE 10 - VACANCIES**

Section One. A job vacancy is defined as an opening or new position within the bargaining unit.

Section Two. Bargaining Unit Vacancies. Notice of all available vacancies in bargaining unit positions and new bargaining unit positions established by the Board during the term of this Agreement will be posted internally on the Norwich Public Schools website and will be emailed to each bargaining unit member. Such notice shall be given at least five (5) regular workdays prior to the closing date for filing applications.

Section Three. Consideration of Applicants. Employees may apply for such vacancies within the time period for filing applications.

Section Four. Candidate Selection. After the posting concludes, the Administration shall select the most qualified applicant from within or outside of the unit, as determined by the Administration, provided that the Administration retains the right to make temporary assignments as needed. Where, in the opinion of the Administration, qualifications are equal for the position sought under this contract, members of the bargaining unit will be given preference. If no outside candidates are more qualified for a vacancy than candidates who are bargaining unit members, as determined by the Administration, and two or more bargaining unit members apply for a vacancy, the Administration 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 Article 4, shall prevail.

### **ARTICLE 11 - WAGES**

The wage rates to be paid for each food service worker covered by this Agreement are set forth in a separate schedule annexed hereto and designated Appendix A. Such Schedule reflects the following wage increases:

1. July 1, 2021 through June 30, 2022- 2.0% retroactive to July 1, 2021 for employees on the payroll at the time the Agreement is signed.
2. July 1, 2022 through June 30, 2023 - 2.0%
3. July 1, 2023 through June 30, 2024 - 2.0%

Employees who receive a ServSafe certification will receive a \$0.25 increase in their hourly wage.

### **ARTICLE 12 - OVERTIME**

Any 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) hours per week. An employee may not work overtime without the express permission of the Director of Food Services, Business Administrator or Superintendent (or Superintendent's designee). If an employee believes that circumstances exist that may require overtime, they will first contact the Director of Food Services. If the Director of Food Services is not available, then employees will contact the building principal, who will contact the Business Administrator and/or Superintendent for approval.

### **ARTICLE 13 - HOLIDAYS**

Each employee shall receive ten (10) paid holidays annually as follows: Labor Day, Indigenous People's Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday and Memorial Day.

## **ARTICLE 14 - JURY DUTY**

The Board shall pay the difference between an employee's regular straight time pay and payment received for demanded service on any state or federal jury. Employees serving on said juries must file proof of jury duty tenure and all necessary monetary statements to the School Business Administrator before payment can be processed for the employee. When employees who are serving on jury duty are not required to serve a full day, they shall immediately inform his or her supervisor and report back to work unless released by his or her supervisor. Failure of the employee to return to work shall result in the employee receiving payment for such jury duty from the Court only. If the employee is excused from jury duty no later than three (3) hours prior to the end of their workday, the employee shall return to work unless released by his or her supervisor.

## **ARTICLE 15 - LEAVE OF ABSENCE WITHOUT PAY**

Section One. Leave of absence without pay may be granted to employees on the recommendation of the Superintendent or his/her designee with the approval of the Norwich Board of Education for not longer than one year. The decisions of either the Administration or Board with respect to the employee's request for an unpaid leave of absence under this Article shall be final and shall not be subject to grievance procedures in Article 7.

Section Two. Requests for such leave without pay shall be made in writing to the Superintendent or his/her designee and shall include a statement of the reasons therefore and the length of leave requested.

Section Three. During the period of leave without pay, the employee shall not be credited time for purposes of accruing seniority.

## **ARTICLE 16 - INSURANCE BENEFITS**

Section One. The Board shall provide, for each eligible employee who regularly works six (6) hours or more per day and, at the employee's option, coverage for his/her spouse and dependent children, the following insurance coverage options, provided such coverage remains in existence during the term of this Agreement and provided further that the Board is able to continue to obtain such coverage for its employees during the term of this Agreement.

1. Plans. For the 2020-2021 and 2021-2022 school years, the Board shall provide medical coverage under two (2) options - the Anthem Century Preferred Plan or the High Deductible Health Care Plan with a Health Savings Account ("HSA") ("HDHP Plan"). For the 2020-2021 school year, the Anthem Century Preferred Plan option shall be the PPO \$25 plan. For the 2021-2022 school year, the Anthem Century Preferred Plan Option shall be the PPO \$30/\$45 plan. General summaries of benefits and cost shares for these plans are attached as Appendix B. For the 2022-2023 school

year and each year thereafter, the Board shall provide medical coverage under the HDHP Plan.

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

2. Premium Cost Sharing.

- (a) An employee enrolled in the Century Preferred Plan shall pay the following portion of the premium or premium equivalent for the individual by payroll deduction.

2020-2021: 16.5 percent  
2021-2022: 16.5 percent

- (b) An employee enrolled in the HDHP Plan shall pay the following portion of the premium or premium equivalent for the individual by payroll deduction.

2020-2021: 17 percent  
2021-2022: 17 percent  
2022-2023: 17 percent  
2023-2024: 18 percent

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

For the 2021-2022 school year, the Board's contribution toward the HSA deductible will be deposited into the HSA accounts on the first payroll of the school year, for active employees only. For the 2022-2023 school year and thereafter, half of the Board's contribution toward the HSA deductible will be deposited into the HSA accounts on the first payroll of the school year and the second half will be deposited into the HSA accounts in the first payroll after January 1st, for active employees only. The parties acknowledge that the Board's contribution toward the funding of the HSA is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

**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 HSA. 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.

4. 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.
5. Change of Carriers. The Board may change carriers for any of the above insurance provided that coverage, benefits and administration are comparable to those currently offered.
6. Section 125 Plan. The Board shall provide a Section 125 Premium Conversion Plan through which employees will pay their portion of medical insurance premiums, to the extent permitted by law.

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

Section Four. 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 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 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 Five. The Board will also provide Group Term Life insurance coverage in the amount of the employee's annual wages based on the employee's regular schedule, rounded

to the nearest \$1,000 with accidental death and dismemberment coverage for each bargaining unit employee.

### **Article 17 - Leave Provisions**

Section One. Sick Leave. Employees shall receive up to ten (10) sick days during each school year worked to be used due to the employee's personal illness. Such sick days shall be credited as of July 1 of each year. Unused sick leave shall accumulate to a maximum of sixty (60) days. New employees will not begin to accrue any sick leave until they have successfully completed the probationary period. Up to three (3) sick days each school year may be used by employees due to an illness of a spouse, child under eighteen (18) years old or parent.

An employee who is absent because of an illness for more than three (3) consecutive days shall provide a doctor's certificate establishing his or her fitness to return to work. The Board may also request such certification upon suspicion of abuse of sick leave.\*\* Such certification shall state the nature and duration of the illness. Failure to provide such verification upon request in either case shall be sufficient to deny sick leave payment. An employee abusing sick leave shall be subject to disciplinary action, up to and including termination. Leave under this section shall be taken in quarter-day increments.

\*\*This sentence is for clarification as the Board may enforce compliance with procedures.

### **Section Two. Personal Leave.**

Employee shall be entitled to four (4) days of personal leave of absence with pay in each fiscal year. Use of personal leave days shall be for the purpose of conducting personal business which cannot be done outside of the regular work day and shall include observance of religious holidays. Approved use of personal days shall not be deducted from sick leave credits. Application for leave shall be made to Director of Food Services or his/her designee at least one (1) week in advance, except in the case of an emergency. Personal leave days not taken in a fiscal year shall not be accumulated. Additional personal days may be deducted from allowable sick leave at the discretion of the Superintendent. Leave under this section shall be taken in quarter-day increments.

## **ARTICLE 18 – SHORT TERM DISABILITY**

An employee will have the option of purchasing short-term disability insurance through the carrier contracted with the Board at the employee's cost.

## **ARTICLE 19 - UNIFORMS**

Employees will be reimbursed up to \$75.00 per fiscal year for work/safety shoes, which meet the requirements set forth in the employee handbook. In order to be reimbursed, employees must submit a receipt to the Director of Food Services within sixty 60 days of purchase of the

shoes. Employees, at their option, may submit multiple receipts for reimbursement, up to a maximum of \$75.00 per fiscal year.

#### **ARTICLE 20 - TRAVEL REIMBURSEMENT**

An employee required to use his or her automobile for the Board's purposes shall be reimbursed for such use at the approved IRS rate for mileage.

#### **ARTICLE 21 - SAVINGS CLAUSE**

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 portion of this Agreement shall not be affected thereby, it being the intention of the parties 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 provision and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the others.

#### **ARTICLE 22 - NO STRIKE NO LOCKOUT**

The Union and the employees agree, individually and collectively, that it or they will not authorize, condone, instigate or sanction any strike, sympathy strike, work slowdown, concerted refusal to render services or other interference with the orderly conduct of the Norwich Public Schools. The Board agrees that there shall be no lockout of bargaining unit employees during the life of this Agreement or any extensions thereof.

#### **ARTICLE 23 - AMENDMENT**

Section One. This Agreement shall not be altered, amended or changed except in writing, signed by both the Board and the Union, which amendment shall be appended hereto and become a part thereof.

Section Two. This Agreement contains the full and complete agreement between the Board and the Union and, except as otherwise specified herein, neither party shall be required during the term hereof to negotiate on any issue, whether it is covered or not covered in this Agreement. However, the parties may mutually agree to such negotiations.

#### **ARTICLE 24 - DURATION**

Section One. The Board and the Union agree that unless a particular provision is stated to be retroactive, this Agreement shall be effective as of July 1, 2021 or the date of signing (whichever occurs later) and shall remain in full force and effect through June 30, 2024,

provided that on or before February 1, 2024, 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.

**NORWICH  
BOARD OF EDUCATION**

**THE UNITED FOOD & COMMERCIAL  
WORKERS UNION, LOCAL 371**

By:



By:



Date:

1-4-2022

Date:

12/22/21

## APPENDIX A

<b>Years Completed</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>
0-4	\$18.92	\$19.30	\$19.69
5-7	\$19.68	\$20.07	\$20.47
8-10	\$20.42	\$20.83	\$21.25
11-13	\$21.30	\$21.72	\$22.16
14+	\$22.22	\$22.66	\$23.11

## APPENDIX B

**Norwich Board of Education - Food Service Managers**  
**CENTURY PREFERRED PLAN**  
**[2020-2021]**

<u>Benefit</u>	<u>Century Preferred</u>
<u>Cost shares</u>	In-Network services subject to co-pays
	Out-of-Network services subject to deductible and coinsurance
	\$ 25 Co-pay office Visit, \$150 Emergency Room
	\$250 Co-pay outpatient Surgery
	Deductible - \$300/\$600/\$750 for Out-of-Network
	Coinsurance – 20% for Out-of-Network
	Out of Pocket Maximum - \$6,600/\$13,200/\$13,200 In-Network \$1,100/\$2,200/\$2,750 Out-of-Network
	Lifetime Maximum - Unlimited
<u>Dependent Limiting Age</u>	26
<u>Preventive Care</u>	
<u>Pediatric</u>	Covered according to age-based schedule No Co-pay
<u>Adult</u>	Covered according to age-based schedule No Co-pay
<u>Vision</u>	Covered once every two years No Co-pay
<u>Hearing</u>	Covered once every two years No Co-pay
<u>Routine Gynecological</u>	Covered once every year No Co-pay

<u>Benefit</u>	<u>Century Preferred</u>
<u>Medical Services</u> <u>Medical Office Visit</u>	\$25 Co-pay Including pre-natal and post-natal (initial maternity visit - \$25 co-pay)
<u>Outpatient PT/OT/Chiro</u>	Covered up to 50 combined treatments per member per calendar year \$ 25 Co-pay  (Treatment Plan Required)
<u>Allergy Service</u>	\$25 Co-pay for office visits and testing  No co-pay for injections -up to 80 visits every three years  (Treatment Plan Required)
<u>Diagnostic Lab &amp; X-ray</u>	Covered No Co-pay
<u>Inpatient Medical Services</u>	Covered \$250 Co-pay
<u>Surgery Fees</u>	Covered \$250 Co-pay for outpatient surgery
<u>Office Surgery</u>	Covered \$250 Co-pay
<u>Outpatient MH/SA</u>	Covered \$25 Co-pay
<u>Inpatient MH/SA</u>	Covered \$250 Co-pay
<u>Emergency Care</u> <u>Emergency Room</u>	Covered - Sudden & Serious guidelines \$150 Co-pay
<u>Urgent Care</u>	\$75 Co-pay Participating facilities only
<u>Ambulance – Emergency</u> <u>Medical Transportation</u>	No charge

<u>Benefit</u>	<u>Century Preferred</u>
<u>Inpatient Hospital General/Medical/Surgical/ Maternity (Semi-Private)</u>	Note: All hospital admissions require pre-cert Covered \$250 Co-pay per admission
<u>Ancillary Services (Medication Supplies)</u>	Covered
<u>Psychiatric</u>	Covered \$25 Co-pay
<u>Substance Abuse/Detox</u>	Covered \$ 250 Co-pay
<u>Rehabilitative</u>	Covered up to 60 days per calendar year No charge
<u>Skilled Nursing Facility</u>	Covered up to 120 days per calendar year \$250 Co-pay
<u>Hospice</u>	No charge
<u>Outpatient Hospital Outpatient Surgery Facility Charges</u>	\$250 Co-pay
<u>Other Services Durable Medical Equipment</u>	Covered No charge
<u>Prosthetics</u>	Covered No charge
<u>Home Health Care</u>	200 visits per calendar year including 80 Home Health Aide Visits per calendar year No charge
<u>Prescription Drugs</u>	\$15/\$30/\$40 Co-pay - 30 day supply Mandatory generic substitution  Twice retail for drugs available by mail order  \$1,500 Maximum  Additional coverage subject to out-of-network deductibles and coinsurance

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

**CENTURY PREFERRED \$30(45)/\$500/\$150/\$200**  
**[2021-2022]**

Century Preferred is a preferred provider organization (PPO) plan.

<b>COST SHARE PROVISIONS</b>	<b>In-Network Member pays:</b>	<b>Out-of-Network Member pays:</b>
Office Visit (OV) Copayment	\$30 per visit	Deductible & Coinsurance
Specialist Visit (SV) Copayment	\$45 per visit	Deductible & Coinsurance
Hospital (HSP) Copayment	\$500 per day to \$1,500 per admission	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$75	Not Covered
Emergency Room (ER) Copayment – <i>waived if admitted</i>	\$150	\$150
Outpatient Surgery (OS) Copayment	\$200	Deductible & Coinsurance
Annual Deductible ( <i>individual/2-member family/3+ member family</i> )	Not Applicable	\$1,000/\$2,000/\$2,500
Coinsurance		30% after deductible up to
Out-of-Pocket Maximum ( <i>individual/2-member family/3+member family</i> )	\$6,600/\$13,200/\$13,200	\$3,000/\$6,000/\$9,000
Lifetime Maximum	Unlimited	Unlimited
<b>PREVENTIVE CARE</b>		
Well child care	No Copayment	Deductible & Coinsurance
Periodic, routine health examinations	No Copayment	
Routine eye exams / One every 2 years	No Copayment	
Routine OB/GYN visits	No Copayment	
Mammography	No Copayment	
Hearing screening / One every 2 years	No Copayment	
<b>MEDICAL CARE</b>		
Office visits	OV Copayment	Deductible & Coinsurance
Outpatient mental health & substance abuse	OV Copayment	
OB/GYN care	SV Copayment	
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	SV Copayment	
Diagnostic lab and x-ray	No Charge	
High-cost outpatient diagnostic – <i>MRI, MRA, CAT, CTA, PET, SPECT scans</i>	\$75 Copayment	
Allergy services <i>Office visits/testing</i> <i>Injections—80 visits In 3 years</i>	SV Copayment No Copayment	
<b>HOSPITAL CARE – Prior authorization required</b>		
Semi-private room ( <i>General/Medical/Surgical/Maternity</i> )	HSP Copayment	Deductible & Coinsurance
Inpatient mental health & substance abuse	HSP Copayment	
Skilled nursing facility – <i>up to 120 days per calendar year</i>	HSP Copayment	
Rehabilitative services – <i>up to 60 days per person per calendar year</i>	No Charge	

Outpatient surgery – <i>in a hospital or surgi-center</i>	OS Copayment	
<b>EMERGENCY CARE</b>		
Walk-in centers	OV Copayment	Deductible & Coinsurance
Urgent care – <i>at participating centers only</i>	UR Copayment	Not Covered
Emergency care – <i>copayment waived if admitted</i>	ER Copayment	ER Copayment
Ambulance	No Charge	No Charge

### OTHER HEALTH CARE

	<b>In-Network Member pays:</b>	<b>Out-of-Network Member pays:</b>
Outpatient rehabilitative services <i>50 visit maximum for PT, OT, Chiro and ST per year</i>	OV Copayment	Deductible & Coinsurance
Durable medical equipment / Prosthetic devices <i>Unlimited maximum per calendar year</i>	No Copayment	
Infertility services – <i>prior authorization required</i>	50% Coinsurance	Deductible & Coinsurance
Home health care- <i>200 Skilled Nursing Visits (80 of those visits can be Home Health Aide Visits)</i>	No Charge	\$50 Deductible & 20 % Coinsurance
Foot Orthotics	No Charge	Deductible & coinsurance

### PREVENTIVE CARE SCHEDULES

#### ***Well Child Care (including immunizations)***

- ◆ 1 exam every year

#### ***Adult Exams***

- ◆ 1 exam every year

#### ***Mammography***

- ◆ 1 baseline screening, ages 35-39
- ◆ 1 screening per year, ages 40+
- ◆ Additional exams when medically necessary

***Vision Exams:*** 1 exam every 2 calendar years

***Hearing Exams:*** 1 exam every 2 calendar years

***OB/GYN Exams:*** 1 exam per calendar year

### 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.
- ◆ Inpatient Hospital Per Admission Copay is waived if readmitted within 30 days for same diagnosis.
- ◆ Skilled Nursing Facility Copay is waived if admitted within 3 days of hospital discharge.

- ◆ Home Health Care services are covered when in lieu of hospitalization. Includes infusion (IV) therapy.
- ◆ 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.
- ◆ Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

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; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; 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.*

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.

**Norwich Board of Education - Food Service Managers**  
**HIGH DEDUCTIBLE HEALTH PLAN**

**The Norwich BOE High Deductible Health Plan with an H S A**

<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	20% after deductible up to
Cost Share Maximum ( <i>individual/ family</i> )	\$3,750/\$6,850	\$5,000/\$10,000
Lifetime Maximum	Unlimited	Unlimited

<b>PREVENTIVE CARE - <i>Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits</i></b>	<b>In-Network After Annual Deductible Member pays:</b>	<b>Out-of-Network After Annual Deductible Member pays:</b>
Well child care	No Charge; Deductible waived	20%
Periodic, routine health examinations		20%
Routine eye exams		20%
Routine OB/GYN visits		20%
Mammography		20%
Hearing screening		20%

**MEDICAL CARE**

Office visits	0%	20%
Outpatient mental health & substance abuse	0%	20%
OB/GYN care	0%	20%
Surgical fees of a Physician or Surgeon	0%	20%
Maternity care	0%	20%
Diagnostic lab and x-ray	0%	20%
High-cost outpatient diagnostic <i>The following are subject to cost share: MRI, MRA, CAT, CTA, PET, SPECT scans</i>	0%	20%
Allergy services		
<i>Office visits/testing</i>	0%	20%
<i>Injections</i>	0%	20%

**HOSPITAL CARE – *Prior authorization required***

Semi-private room <i>(General/Medical/Surgical/Maternity)</i>	0%	20%
Inpatient mental health & substance abuse	0%	20%
Skilled nursing facility – <i>up to 120 days per calendar year</i>	0%	20%
Rehabilitative services – <i>up to 100 days per person per calendar year</i>	0%	20%
Outpatient surgery – <i>in a hospital</i>	0%	20%
Ambulatory surgery- <i>in other than a hospital setting</i>	0%	20%

## EMERGENCY CARE

Walk-in centers	0%	20%
Urgent care – <i>at participating centers only</i>	0%	20%
Emergency care	0%	0%
Ambulance	0%	0%

## OTHER HEALTH CARE

	In-Network After Annual Deductible <i>Member pays:</i>	Out-of-Network After Annual Deductible <i>Member pays:</i>
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%	20%
Durable medical equipment / Prosthetic devices <i>Unlimited maximum per calendar year</i>	0%	20%
Diabetic supplies & equipment	0%	20%
Infertility – <i>prior authorization required</i>	0%	20%
Home health care <i>200 Skilled Nursing visits &amp; 80 Home Health Aide visits per member per calendar year</i>	0%	20%

## 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	20% 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	

### 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.