

COMPREHENSIVE GROUP CONTRACT

between

NORWALK BOARD OF EDUCATION

and

NORWALK FEDERATION OF EDUCATIONAL PERSONNEL

Local 3793

AMERICAN FEDERATION OF TEACHERS

AFL-CIO

JULY 1, 2023  
through  
JUNE 30, 2026

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## **PREAMBLE**

The Board of Education of the City of Norwalk and the Norwalk Federation of Educational Personnel, Local 3793, American Federation of Teachers, AFL-CIO, hereby agree that the welfare of the children of Norwalk is paramount in the operation of the school system and will be diligently promoted by both parties and that the good morale of the staff is necessary to the greatest welfare of the children.

To promote these objectives, the parties do hereby agree as follows:

## **ARTICLE I GENERAL**

This Agreement is made and entered into between the Norwalk Board of Education (hereinafter referred to as the "Board") and the Norwalk Federation of Educational Personnel, Local 3793, American Federation of Teachers, AFT CT, AFL-CIO (hereinafter referred to as the "Union").

## **ARTICLE II DEFINITIONS**

In the construction of the following individual Articles of Agreement, words and phrases shall be construed according to the commonly approved usage of the language, and technical words and phrases that have acquired a peculiar and appropriate meaning in education shall be construed and understood accordingly.

As used in this Agreement, the following terms shall have the meanings set forth below:

1. "Board" - The Board of Education of the City of Norwalk, Connecticut or a designated committee thereof.
2. "Superintendent" - The Superintendent of Schools for the City of Norwalk, Connecticut.
3. "Union" - The Norwalk Federation of Educational Personnel, Local 3793, American Federation of Teachers AFT CT, AFL-CIO.
4. "Members of the Bargaining Unit" - Those people employed in the positions listed in Appendix A-1, Job Classification within Employee Job Groups. If these titles change reflecting different responsibilities, the impact of such changes, if any, shall be subject to negotiations between the parties.
5. "NFEP Worksite Leaders" - The duly designated representatives of the Norwalk Federation of Educational Personnel in each school building and the administrative offices of the Board.
6. "Transfer" - Transfers shall mean the moving of a member of the bargaining unit from one building to another.
7. "Seniority" - Seniority shall mean an employee's length of continuous service within the bargaining unit commencing with their most recent date of hire.
8. "Days" shall mean calendar days, except weekends and school holidays.
9. "Paraeducators" - shall be the exclusive term used for all educational assistants previously known as "paraprofessional," "teaching assistant," or "aide."
10. "Board Certified Behavior Analyst" or "BCBAs" - shall be the exclusive term used for all BCBAs who are assigned bargaining unit work.

11. "Clinical supervision" - shall mean at least 5% of the work per week will include of personal (including remote) observation and consultation by a BCBA of an RBT to confirm fidelity of implementation of intervention plan, review and analysis of data and to assure feedback, modeling, and adherence to the ethical code for BCBAs and RBTs.
12. "RBT" - shall be the exclusive term used for all Registered Behavior Technicians who are certified by the Behavior Analyst Certification Board (BACB).
13. "Paraventionist" - shall be the term used for Paraeducator/Interventionists who work to implement academic intervention strategies and programs. The former positions of tutor and interventionist have been incorporated into this position.

### **ARTICLE III RECOGNITION**

1. The Board recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining in respect to salaries, fringe benefits, hours, and other conditions of employment for all members of the bargaining unit.
2. Excluded are the secretaries employed in a confidential relationship to the Superintendent of Schools and the Board of Education, the administrative assistants, and all employees working less than twenty (20) hours per week. During the period of this Agreement, no other employees shall be excluded from the bargaining unit.
3. It is the intent and purpose of the parties hereto that their agreements continue to promote the quality of education in the City of Norwalk by providing for orderly, professional negotiations between the Board and Union.
4. In all matters dealing with salaries, fringe benefits, hours, and conditions of employment other than those already contained in the present Agreement, the Board will negotiate with the Union.

### **ARTICLE IV NON-DISCRIMINATION**

1. No member of this bargaining unit shall be discriminated against due to race, color, religion, creed, sex, age, sexual orientation, marital status, political beliefs or activities, national origin, disability, gender identity or expression, genetic information or physical handicaps any other protected status as provided by law. Given that such claims are subject to administrative and/or judicial proceedings, any grievance concerning this provision shall terminate at the Board level.
2. There shall be no Board reprisals of any kind taken against any person covered by this Agreement by reason of membership or non-membership in the Union or participation or non-participation in its activities.

## ARTICLE V UNION RIGHTS

1. Union President
  - a. The Union President or designee shall be granted a maximum of seven (7) days each year, with pay, for the purpose of representing the Union at meetings, conferences, or educational programs.
  - b. The Union President shall be granted three (3) days each school year with no loss of pay to attend state or national conventions and/or conferences. An additional representative will be granted two (2) days each school year with no loss of pay to attend such conventions or conferences.
2. Bargaining unit work shall be performed by bargaining unit personnel only. This Article shall not prohibit the Board from utilizing volunteers.
3. The Board agrees to pay for the printing and binding of this Agreement in sufficient quantities, and within a reasonable length of time after its signing, so that each employee shall have one copy and the Union shall have fifty (50) for its own use. The Union agrees to distribute the Agreement to all bargaining unit employees. The Board agrees to post a copy of this Agreement on the District website.
4. Except as requested by the Superintendent or designee, union business shall be conducted during non-working hours. Notwithstanding the above, union business of an urgent nature may be conducted by Union officials during the course of the working day, with no loss of pay subject to the permission of the official's supervisor. The Union shall inform the Superintendent and/or their designee in such cases. For purposes of this paragraph, the term "urgent nature" shall mean matters that require immediate action or attention and that may not be completed during non-working hours.
5. The Union President shall be given a complete and current set of all job descriptions. A complete set of current job descriptions for all bargaining unit members covered by this Agreement, shall be posted on the NPS Employee Intranet.
6. Consultation by the Superintendent and/or their designee with representatives of the Union shall be scheduled once a month on any matters of policy and development that are not covered by the Agreement and on administration of the Agreement. By mutual agreement, the parties may not meet during a given month. The parties shall exchange agenda indicating the matters they wish to discuss no later than seven (7) days prior to the scheduled meeting date.

It is understood that the purpose of these meetings is a give and take for better communications and such meetings shall not last longer than one hour from their scheduled time except by mutual agreement of the parties.

7. Union Security and Dues

- a. All employees shall, have the option to, join the Union or not, as specified by the United States Supreme Court. Upon the written authorization of an employee, the Board will deduct Union dues from the pay of such employees. The Union shall inform the Board of the amount of dues by August 1 each year, and the Board shall remit such dues to the Union electronically on a monthly basis.
  - b. The Union shall indemnify and hold the City and Board of Education harmless from any liability resulting from any and all claims, suits, or any actions, including reasonable attorney's fees, arising from compliance with this Article, or in reliance on any list, notice, certification, or authorization furnished under this Article.
  - c. Each school building-based safety committee, if any, will include a NFEP Worksite Leader or Representative.
8. The President of the Union shall receive from the Human Resources Office on October 1<sup>st</sup> of each year a list of employees covered by this Agreement. This list shall state names, date of hire, classifications, hours of work, step levels, and location assignments. This list shall be updated on the first of each month, showing any changes that occurred.
9. The Union President shall be released for up to a maximum of two (2) hours per work week to perform their responsibilities as President. Union officials who conduct union business during the course of the working day shall document such time by signing in and out using the designated code on the timekeeping software, i.e., NOVAtime.

**ARTICLE VI  
MANAGEMENT RIGHTS**

All rights, powers, authority and functions of the Board formerly exercised or exercisable by the Board shall remain vested exclusively in the Board except insofar as specifically surrendered or abridged by the express written provisions of this Agreement. It is recognized that such rights, powers, authority and functions include, but are not limited to: the full and exclusive control, management, and operation of the departmental operations; the determination of the scope of the Department's activities, method of delivering services, including the right to determine processes, products, equipment and tools to be utilized; the establishment of job classifications and job descriptions; determination of reasonable standards of work; the establishment and enforcement of such reasonable rules and regulations as it may from time to time deem necessary; the determination of the number of hours to be worked; the direction of the work force, including but not limited to, the right to hire, assign, layoff, recall, promote, transfer and discipline for just cause any of its employees; and the right to maintain order and efficiency.

## ARTICLE VII GRIEVANCE PROCEDURE

1. Purpose: To secure, at the lowest possible level, solutions to grievances as defined below. To this end, the parties agree that they will attempt to resolve all grievances at the lowest possible level.
2. Definitions
  - a. "Grievance" shall mean a claim based upon an event or condition that affects the welfare or conditions of an employee, or group of employees, or a dispute arising over the interpretation or application of a provision of this Agreement or an alleged violation thereof.
  - b. The term "grievant" shall mean (1) an individual employee, (2) a group of employees having the same grievance or (3) the Union.
  - c. "Party in interest" shall mean a grievant, including the grievant's designated representatives as provided for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve a grievance.
  - d. "Days" shall mean calendar days, except weekends and school holidays. It is understood that during the summer months any change in grievance procedure shall be by mutual agreement of the parties in interest.
3. TABLE I PROCEDURE FOR HANDLING GRIEVANCES AGAINST THE BOARD, ITS MEMBERS, OR AGENTS

LEVEL	DEADLINE FOR SUBMITTING GRIEVANCE	DEADLINE FOR MEETING	DEADLINE FOR REACHING DECISION (after meeting)
1. Approp. Admin.	30 Days	5 Days	5 Days
2. Superintendent	7 Days after decision	7 Days	5 Days
3. Board or Committee of The Board	7 Days after decision	10 Days	7 Days
4. If taken to arbitration*	15 Days after decision		

\*Only the Union may file for arbitration.



4. Time Limits

- a. The number of days indicated at each step shall be considered as maximum. In specific instances, steps in the grievance procedure may be merged by the mutual consent of both parties. The time limits specified may, however, be extended by written agreement of the parties in interest.
- b. If the grievant does not file a grievance in writing within the thirty (30) days after they knew of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
- c. Grievances shall be in writing and shall state the nature and particulars of the grievance and shall state relief sought. The failure to state correctly the relief sought shall not be prejudicial.
- d. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure of any party to answer within the specified time limits shall be deemed a denial of the grievance, so that the grievant may process such grievance to the next step.
- e. Before using the formal grievance procedure, the parties shall attempt to resolve the dispute through at least one informal meeting, to occur at a mutually convenient time and place.
- f. If the grievance arises out of an action above the level of an appropriate administrator, the grievance shall be submitted directly to the Superintendent and processed at level two.

5. Representation

- a. No reprisals of any kind shall be taken by either party against any participant in the grievance procedure by reason of such participation.
- b. The Union shall have the right to be present and state its views at all stages of the procedure. Any party in interest may be represented on all levels of the grievance procedure by a Union Worksite Leader and/or NFEP Executive Board Member of their own choosing provided such choice does not unnecessarily delay the Board's ability to hold the grievance hearing.
- c. Subject to paragraph b above, any party in interest may call upon the professional services of outside consultants at any stage of the procedure.
- d. All grievance decisions rendered shall be in writing and shall include the reason(s) for such a decision.
- e. Both parties agree that proceedings shall be kept confidential as appropriate.

- f. The Board shall permit the President of the Union and/or its Grievance Chairperson to visit the schools for purposes related to the terms and conditions of this Agreement at no loss of pay with the approval of the Superintendent or their designee provided such visit does not cause disruption to the educational process. Such approval shall not be unduly withheld.
- g. Grievance documents, communications, and records shall be filed separately from the personnel files of the participants.

6. Arbitration Level

- a. When a grievance remains unsettled after having been fully processed through the appropriate level designated, such grievance may be submitted to arbitration, only if the grievance involves the interpretation and/or application of this Agreement or an alleged violation thereof and if such grievance does not involve rights and responsibilities conferred upon the Board by Statute.
- b. Upon written request of the Union, grievances may be submitted to the American Arbitration Association for arbitration in accordance with its rules, provided such request is made within fifteen (15) days after the decision is rendered at Step 3 in Table I.
- c. The arbitrator shall hear only one grievance at a time. The decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions concerning the issues before them. The arbitrator shall not add to, subtract from, or modify the language of this Agreement; they shall have no power or authority to make any decision that requires the commission of an act prohibited by law or that violates the terms of this Agreement. The decision of the arbitrator shall be final and binding upon all parties in interest.
- d. The cost of arbitration shall be borne equally by the Board and the Union.

**ARTICLE VIII  
SALARIES FOR NON-EXEMPT EMPLOYEES**

1. Salaries

- a. The salaries of all persons covered by this Agreement are set forth in Appendix A-2 which is attached hereto and made a part of this Agreement.
- b. Salaries to be paid from year to year shall be that paid by the Board to employees of similar training and experience.
- c. Employees filling positions in the summer school equivalent to positions established during the regular work year shall be paid at the rates set forth in Appendix A-2. To the extent practicable, qualified members of the bargaining unit will be given priority in the filling of summer school positions.

2. An employee who is promoted into a job classification in a wage group higher than the employee's current wage group shall be placed on the same step in the higher wage group.
3. New employees with no credit experience shall be placed on Step 1 during the first contract year of employment.
4. An employee hired by the Board shall be given step credit based on the following criteria:
  - a. Credited work experience must be earned within eight years prior to the date of hire.
  - b. Credited experience shall have a direct relationship to the position for which the person is hired.
  - c. Credited course work shall have a direct relationship to the position for which the person is hired and in each case, the amount of credit awarded for course work shall be reviewed by the Union.
5. Notwithstanding any provision above to the contrary, new employees shall not be placed above Step 3.
6. Exceptions to any of the above requirements shall be negotiated by the Board and the Union.
7. Overtime
  - a. All time worked beyond thirty-seven and one half (37½) hours per week shall be paid at one and one-half (1½) times an employee's hourly rate.
  - b. Employees required to attend meetings or called back to work after 5:00 P.M., shall receive a minimum of two (2) hours pay at one and one-half (1½) times the employee's hourly rate.
8. Non-exempt unit members shall be paid for all hours worked.
9. Any member of the bargaining unit whose regularly scheduled shift begins after 3:00 P.M., shall receive six dollars (\$6.00) per day for each actual day worked.
10. All unit members shall be paid salary by direct deposit and electronic pay information. Unit members shall provide the name of a bank to which deposits shall be remitted.

**ARTICLE VIII(A)**  
**SALARIES FOR EXEMPT EMPLOYEES**

1. Salaries The salaries of all persons covered by this Agreement are set forth in Appendix A-2 which is attached hereto and made a part of this Agreement.
2. The Board shall have sole discretion based on a number of factors including, but not limited to, the type of degree held, prior work experience, and type of work performed, of a candidate in deciding initial placement level of BCBAs on Appendix A-2 for purposes of establishing their salary.
3. BCBAs providing training outside the established work day as directed by their supervisor shall be paid \$40.00 per hour for such additional work.

**ARTICLE IX**  
**PROTECTION**

1. It is recognized that inquiries or investigations need to be made when allegations or complaints are made regarding members of the bargaining unit. The individual concerned shall be given full information, including the identity of the complainant, in sufficient time to prepare their defense. No conclusion shall be reached or decisions made, however, until after the employee has had a full opportunity to defend themselves.
2. The Board shall reimburse employees covered by this Agreement for vandalism done to their cars by students while on school business. The primary insurance coverage is to be provided by the employee's own automobile or homeowner's insurance plan. The Board will cover only the excess over any valid or collectible insurance paid to the employee.
3. The Board shall see that every employee has a safe and lockable place where coats, pocketbooks, and other personal items can be stored during the working day.

**ARTICLE X**  
**SENIORITY**

1. Seniority shall be calculated from the most recent date of hire in the bargaining unit.
2. Seniority shall continue to accrue during all authorized leaves of absence and sick leave.
3. Seniority shall govern with respect to vacations.
4. No employee shall suffer any reduction in their number of hours of work during the school year except if there is a material change in district needs (e.g., student no longer requires same support because of a change in the student's IEP). Any reduction in hours shall otherwise be communicated to the affected employee(s) before the beginning of the new school year. This provision is not applicable to a necessary layoff of employees by the Board of Education.

5. Seniority shall govern transfers, job openings, and promotions if the senior applicant is more qualified than other candidates (internal and external) and has satisfactory performance evaluations. When requested by the Union President, the Department of Human Resources will disclose the reasons for the selection of a particular employee in writing within 10 days. If a bargaining unit employee is selected, in consultation with the President of the NFEP, the Superintendent or their designee may defer reassignment until no later than the beginning of the next school year.
6. A reassigned administrator shall not be allowed to transfer their present secretary with them unless the secretary has greater seniority than the secretary currently occupying the position. Involuntary transfers of secretaries shall not occur because of administrative transfers.
7. Seniority shall govern with respect to layoffs and recall within the job group; however, an employee whose position is eliminated may bump out of their job group under the following circumstances:
  - a. There are no employees with less seniority retained within the affected employee's job group, and
  - b. There is a less senior employee retained in the same or lower job grouping,
  - c. An employee bumping out of a job group pursuant to this provision shall bump the least senior appropriate employee within the same job group first. The employee shall bump the least senior appropriate employee in a lower job group, only when no less senior appropriate employee remains within the affected employee's own job group,
  - d. The position held by a less senior employee (b above) in the same or lower job group can be filled by the affected employee with no more required on-the-job training than would be provided to a person newly hired for that position,
  - e. In case of layoff or recall, the unique positions of library media assistants, bilingual paraeducators, paraeducators (special education), and BCBAs may be identified by the Board to the Union and these positions will be exempt from the strict seniority provisions except as follows. In the case of paraeducators (special education), the Board may identify such positions as exempt only if the affected individuals have received specialized training for their position. In the case of bilingual paraeducators, a more senior paraeducator may displace a less senior bilingual paraeducator if they hold the requisite language fluency. This notification to the Union would be in advance of the notice to the individual employee. Classifications for the purpose of seniority shall be as follows: Library Media Assistants, Bilingual Paraeducators, Paraeducators (Special Education), BCBAs, and Secretaries. (See Appendix A-1.)

8. In the event that two (2) or more employees have equal seniority, the following procedure will be utilized to determine which employee is more senior.
  - a. Actual starting date from most recent date of hire. In the event of a tie,
  - b. Date of letters in the Personnel file that indicate intention to hire. In the event there is still a tie,
  - c. Past service with the Board. In the event there is still a tie,
  - d. Decision will be made by the Superintendent or their designee.
9. Seniority shall be frozen during the period of the employee's layoff.
10. Laid-off employees shall retain recall rights for twenty-four (24) months. No person shall be newly hired in a job group that includes an individual on the recall list until all qualified persons on the recall list in that job group have been notified by email sent to the individual's last known email address and such individual is either offered employment or declines such reemployment offer. It shall be the laid off individual's responsibility to notify the Superintendent of Schools of their current email address. Employees who do not have an email address shall notify the Federation, which shall be the agent for said employee in receiving any such notification. An individual who declines an offer of reemployment in the same job group with the same number of hours as previously employed shall forfeit recall rights. Failure to respond in writing or by email to a notice of an opening within five (5) calendar days after the sending of the notification email thereof shall be deemed a refusal to accept reemployment. Individuals must return to work within twenty-four (24) days from the date of the mailing of the notification or at such time when the position becomes available, whichever occurs later.
11. An employee who has worked in a permanent assignment of thirty (30) hours or more per week for at least one year and has their hours reduced and/or is reassigned to a position less than thirty (30) hours but more than twenty (20) hours, that employee and their covered dependents shall continue to receive the health and insurance benefit plans in effect for thirty (30) hour employees for a period of one (1) year. Such an employee will pay premium cost sharing in the same percentage as a thirty (30) hour employee.

This provision shall apply only to those employees whose hours have been reduced or who have been assigned to a position less than thirty (30) hours on or after the execution of this Agreement.
12. The Norwalk Board of Education and the Norwalk Federation of Educational Personnel agree to establish a Committee, composed of four (4) members appointed by the Superintendent and four (4) members appointed by the Federation, to review and explore the Board's need to hire and retain additional bilingual employees (such as, bilingual secretaries, etc.). Specifically, the Committee's goal shall be to explore the Board's need to provide layoff protection to employees hired for positions requiring bilingual proficiency, certification and/or training.

Each member or consultant selected by the parties shall understand and have professional knowledge regarding the unique needs of ELL students. The Committee shall make its recommendation to the Superintendent by March 1, 2024. Should the Committee not complete its work or should the recommendation of the Committee not result in mutual agreement to make revisions to Article X by April 1, 2024, the parties shall negotiate over revisions to Article X in accordance with the Municipal Employee Relations Act.

## ARTICLE XI HEALTH AND LIFE INSURANCE

1. The Board of Education shall provide health coverage for all thirty (30) hour and over employees covered by this Agreement, as follows:
  - a. The Board shall provide employee and family coverage for an insured Anthem Blue Cross/Blue Shield high deductible Health Savings Account (HSA) as described more fully in Appendix A-3.
  - b. Vision Care - The Board shall provide 100% premium for employee and family coverage for an Anthem Vision Care Plan which is incorporated for reference purposes in this collective bargaining agreement as Appendix A-4.
  - c. Dental Care - The Board shall provide for employee and family coverage for a Delta Dental Premier Preferred Provider Plan, which is incorporated for reference purposes in this collective bargaining agreement as Appendix A-5.
2. On an annual basis the Board shall offer each bargaining unit member the opportunity to participate in the SPP for health benefits or to waive medical insurance. Dental and vision benefits shall be separately provided. The plan benefits shall be as set forth in the SPP, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

The premium rates shall be set by the SPP. Participating unit members shall pay the premium cost through payroll deduction.

- a. The percentage share of such premium cost for non-exempt employees shall be as follows:

2023 - 2024: 17.0%

2024 - 2025: 17.5%

2025 - 2026: 18.0%
- b. The percentage share of such premium cost for exempt employees (e.g., BCBA's) shall be as follows:

2023 - 2024: 20.0%

2024 - 2025: 20.5%

2025 - 2026: 21.0%

- c. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.
- d. In the event any of the following occur, the Board or the Union may reopen negotiations in accordance with Conn. Gen. Stat. Section 7-473c(b) as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.
  - i) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
  - ii) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
  - iii) If the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.



- e. In any negotiations triggered under Paragraph 2(d) above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the plan set forth in Paragraph 1 of this Article to be the baseline for such negotiations, and the parties shall consider the following additional factors:

- Trends in health insurance plan design outside of the SPP;
- The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

### 3. Life Insurance

- a. The Board shall provide one hundred percent (100%) of the premium for Seventy-five Thousand (\$75,000) Dollars term life insurance for each non-exempt employee working thirty or more hours.

The Board shall provide BCBAs one hundred percent (100%) of the premium for term life insurance in an amount equal to the BCBAs annual salary, rounded to the nearest \$1,000.

- b. Employees shall have the option of converting said term life insurance referenced in sub Paragraph a. above to whole life insurance provided no additional premium cost is assumed by the Board.
- c. Employees may elect to increase their own term life insurance coverage provided in sub Paragraph a above to an amount equal to double their annual salary at no cost to the Board.
- d. The Board shall provide one hundred percent (100%) of the premium for Forty-two Thousand Five Hundred (\$42,500) Dollars term life insurance for those employees who work twenty (20) hours per week but less than thirty (30) hours per week.
- e. Employees, age 50 or over, may elect to decrease their term life insurance coverage to fifty thousand dollars (\$50,000) or the indexed amount IRS standard for tax-advantaged coverage.

4. The Board shall pay fifty percent (50%) of the cost of the premium for health and medical insurance benefits for individual employees (but not their dependents) who are regularly assigned to work at least twenty (20) hours per week but less than thirty (30) hours per week. To be eligible to receive insurance benefits, each employee shall submit a written wage deduction authorization permitting the Board to deduct the employee's share of the premium and any increase in the premium. Subject to the terms of the applicable insurance policies, an employee may forego or withdraw from part or all of the insurance coverage rather than pay their share of the premium. The

availability of this benefit and the reinstatement of any benefit is subject to the terms of the Board's insurance policies prevailing at the time the employee seeks enrollment or reinstatement and is contingent upon no additional cost being assessed against the Board above the normal group rate prorated on an individual basis for the employee's enrollment or reinstatement. Deductions for the coverage of 10-month employees during the months of July and August shall be distributed over and taken from paychecks received during the prior months of May and June. Employees who elect to purchase health and medical insurance benefits pursuant to this paragraph 3 shall be allowed to purchase family benefits for other members of their family at their own expense at the group rates.

5. If an employee is absent with a contagious childhood disease directly traceable to contact made in school, the absence will not be charged against their sick leave. Satisfactory evidence must be provided by the employee to the Superintendent or their designee.

The Board shall pay for the annual deductible, if applicable, and twenty percent (20%) of the first one thousand dollars (\$1,000) not covered by medical insurance.

6. Health Insurance upon Retirement

- a. For employees employed prior to July 1, 2022, the Board agrees to pay the full yearly health insurance premium for the employee who retires at age sixty (60) until they reach age sixty-five (65), or are covered under Medicare Medicaid. While eligible for this benefit, said employee may elect to insure their spouse, and the Board agrees to pay fifty percent (50%) of the premium for said spouse.
- b. Any other employee who retires at age fifty-five (55) or later can, at their option, continue the health insurance at the group rate if they pay the full yearly premium and can elect to insure their spouse and eligible dependents at the group rate if they pay the full yearly premium until they reach age sixty-five or are covered under Medicare.
- c. The parties note that employees retiring under the terms of the Norwalk Municipal Employees Pension Plan, and receiving benefits in accordance therein, and their dependents may be covered in accordance with the existing medical insurance plan, as set forth under the terms of the Norwalk Municipal Employees Pension Plan. This provision is for informational purposes only and is not subject to the grievance procedure.

## ARTICLE XII WORK DAY AND WORK YEAR

Notwithstanding any provision in this Agreement to the contrary, any alleged breach of the provisions of this Article shall be grievable up to the Board of Education and not to binding arbitration. This language does not limit the authority of the Board to establish the work day and the work year as set forth in ARTICLE VI.

1. The normal work week and work year for all employees in the bargaining unit are:

a. Work Week

The normal work week consists of five (5) seven and one-half (7½) hour days, for a total of thirty-seven and one-half (37½) hours per week. (Time of work is eight (8) hours per day, with one-half (½) hour for lunch, or eight and one-half (8½) hours per day, with one (1) hour for lunch.)

b. Employment Status

(1) *FULL TIME*

Twelve (12), eleven (11), or ten (10) month position 30 - 37½ hours per week

(2) *PART TIME*

Fewer than thirty (30) hours per week, or fewer than forty (40) weeks.

c. Position Type

Paraeducators work forty (40) weeks per year.

*Paraeducators (RBTs) (Group 2)* work forty (40) weeks per year and thirty-seven and one-half (37½) hours per week.

*Clerical staff* work either forty-three (43) weeks and between thirty (30) and thirty-seven and one-half (37½) hours per week or forty (40) weeks and twenty-seven and one-half (27½) hours per week.

*Library Media Assistants (High School Middle)* work forty-three (43) weeks per year and thirty-seven and one-half (37½) hours per week.

*Board Certified Behavior Analysts* work twelve months per year and thirty-seven and one-half hours per week. BCBAs employed prior to March 30, 2021 who work ten months per year may continue to work ten months per year.

2. Ten (10) and eleven (11) month employees shall be required to make up snow days when school is cancelled and the school day is rescheduled.

3. The Board of Education may require ten (10) and eleven (11) month employees to participate in Professional Development days and, in such cases, shall provide to employees who participate, compensation calculated at their hourly rate of pay.

4. No employee shall be required to work out of their classification on a regular basis except in an emergency. For the purpose of this Article, classification shall be defined

broadly, *e.g.*, secretary, paraeducators, library media assistant, and BCBA's. When applicable these general titles will be changed to reflect new job titles and negotiated by the parties prior to execution of the Agreement.

5. When an employee is assigned in writing to work above their classification and is actually performing the duties which would change their position into a higher classification after the fourth (4<sup>th</sup>) consecutive day, that employee shall be paid at the higher salary. Under this provision, no employee shall be required to work outside of their job classification without a written assignment.
6. All employees shall have an unpaid uninterrupted lunch period of at least thirty (30) minutes per day.
7. All employees shall be entitled, consistent with past practice, to one coffee break per day without loss of pay.

### **ARTICLE XIII LEAVES OF ABSENCE**

#### **1. Sick Leave**

- a. Each employee shall be entitled to sick leave, with pay, computed on the basis of one and one-quarter (1.25) days per month, credited at the beginning of the month. Twelve (12) month employees earn fifteen (15) days per year, and ten (10) and eleven (11) month employees earn twelve and one-half (12.5) days per year.
- b. When an employee is absent from work for reasons of personal health for more than five (5) consecutive days or with prior written warning of suspected sick leave abuse, the Superintendent or their designee may require the employee to submit a written statement from a physician stating the reason for absence and the length of time they anticipate the employee to be unable to return to work. Such requirement for the written statement shall expire one year after the date of the written warning, provided that no additional attendance discipline has occurred. The Superintendent, or their designee, is authorized, with the employee's consent, to communicate with the physician to seek, at the Board's expense, their opinion of the probable duration of the employee's disability. Such information received shall be treated as confidential in nature. The Board reserves the right to require, after five (5) consecutive school days of absence, that the employee be examined, at the Board's expense, by a physician of the Board's choice in order to determine eligibility of the employee to continue to receive sick benefits. In cases where the Board does not designate an examining physician, the Board shall reimburse the employee for reasonable and customary cost for the physical examination.

In addition, the Superintendent or the Human Resources Officer may require a signed statement from a licensed physician to verify the nature of absences when they have reasonable suspicion of a pattern of abuse of sick leave. In all such cases, the Federation shall be notified of such verification requirement.

- c. Unused sick days shall accumulate from year to year, and said accumulation shall be capped at one hundred and eighty days (180) for ten (10) and eleven (11) month employees and two hundred and twenty days (220) for twelve (12) month employees provided, however, that current employees who have accumulated more than the cap shall maintain their days but shall accumulate no further days unless or until the accumulated days fall below the relevant cap.
- d. Whenever a person is absent as a result of personal injury caused by an accident arising out of and in the course of their employment, such absence shall not be charged to sick leave.
- e. Retiring employees and survivors of employees who die before retirement are entitled to receive full pay, in a lump sum payment, for a maximum of sixty (60) accumulated sick days. Accumulated sick days in excess of sixty (60) days shall be paid to the retiring employee or survivors in a lump sum payment of one additional day's pay for each additional thirty sick days accumulated or fraction thereof. Employees hired on or after July 1, 2023, or their survivors, shall only be entitled to receive thirty (30) days upon retirement or death. Employees hired on or after July 1, 2024, or their survivors, shall only be entitled to receive twenty (20) days upon retirement or death. Employees hired on or after July 1, 2025, or their survivors, shall only be entitled to receive ten (10) days upon retirement or death. Employees hired on or after June 30, 2026 shall not be entitled to this benefit.
- f. Should the absence due to illness continue beyond the time for which compensation is provided by this Agreement, the individual may make a request to the Superintendent for an extension of sick leave benefits on the same terms as provided to active employees. Length and quality of service in Norwalk and record of attendance will be of prime consideration.
- g. Sick leave may be taken in the event of serious illness of a member of the immediate family who requires care by the employee, provided, however, that employees electing to use sick leave for this purpose must exhaust personal days to the extent available prior to utilizing sick leave, and then up to five days shall be deducted from the employee's sick leave, and shall thereafter be unpaid.
- h. Sick days shall be available for all temporary disabilities caused by pregnancy, which include miscarriage, childbirth, and recovery therefrom up to the amount accumulated. A doctor's certificate shall be submitted if requested.
  - 1. Pregnant employees shall be allowed to continue to work until such time as their physicians determine they are no longer able to work.
  - 2. Use of sick days is not allowable for purposes of child care following recovery of the mother.
  - 3. If the employee exhausts their accumulated sick leave while on maternity sick leave, they shall receive, upon request, an unpaid medical leave.

Such unpaid leave shall be granted, contingent upon a statement from the employee's physician that they continue to be physically disabled. Child care shall not constitute an appropriate reason for such unpaid leave.

4. The employee shall be entitled to return to work in their assignment as soon as they are physically able.

## 2. Personal Days

- a. All employees shall be granted two (2) days per year, without loss of pay and not deducted from sick leave, for important personal or family business that only can be transacted during the school day. The employee shall give adequate notice, except in the case of an emergency, to their immediate supervisor in advance of taking personal days. The employee shall not be required to explain the reason for the personal day, except to state it is being taken under this Article.
- b. The work day immediately preceding or following a holiday may be taken as a personal day only with the supervisor's permission. Such permission shall not be unreasonably withheld.
- c. Personal leave days may not be taken in conjunction with vacations.
- d. Employees hired from January 1 to June 30 shall have only one (1) personal day for that current school year.
- e. Employees shall be allowed to accumulate one (1) day per year of unused personal days up to a maximum of five (5) days. No more than two (2) of these days can be taken consecutively without their supervisor's permission.

## 3. Paid Holidays

- a. All employees shall receive paid holidays. The holidays following the school calendar will continue for the duration of this Agreement.
- b. In the event an employee agrees to work on any of the above holidays, they shall work at the rate of two and one-half (2½) times their hourly rate.
- c. Should an employee be scheduled to work the night shift on a Thanksgiving Eve, Christmas Eve or New Year's Eve, they shall have the option to work their shift during the day instead.
- d. Should Christmas Eve fall on a regular work day, all employees scheduled to work shall be dismissed no later than 1:00 P.M., at no loss of pay.

4. Bereavement Leave

- a. All employees are entitled to five (5) work days leave, without the loss of pay, in the event of death in the immediate family. The immediate family shall be defined as husband, wife, mother, father, brother, sister, child, grandfather, grandmother, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law. Employees shall be entitled to one (1) working day's leave without loss of pay in the event of the death of an uncle, aunt, nephew, niece, or first cousin. Should travel out of state for attendance at a funeral be a factor, the employee shall be granted additional unpaid leave.

5. Jury Duty

- a. Any employee covered by this Agreement who is called for jury duty shall receive the necessary leave to fulfill this legal obligation.
- b. The employee called for jury duty shall notify the Superintendent or their designee in writing as soon as the employee has received either a notice from the court indicating that they have been selected for service on the jury panel or a notice to appear in court for service on the jury panel.
- c. Any employee who is temporarily excused from jury duty during their normal work hours must report to work for the balance of the work day.

6. Child Rearing Leave

- a. Leave without pay for a period not to extend beyond two (2) complete school years shall be granted to bargaining unit members requesting child-rearing leave, which shall include adoption. The date established for the beginning of such leave shall be determined by the bargaining unit member. The request shall be submitted at least thirty days prior to the date on which the leave would be scheduled to begin or as soon as the employee becomes aware of the leave, whichever is later.
- b. A bargaining unit member is eligible for two (2) years of child-rearing leave after the birth of each child, not to exceed four (4) consecutive school years. To be eligible for a subsequent child-rearing leave, a bargaining unit member must return to active employment and perform in a full-time assignment for at least one (1) school year before the start of subsequent leave.
- c. The Board may require that the termination of such leave coincide with the end of a school year, the end of a semester, the end of a quarter, or some other point in time at which the bargaining unit member's return coincides with the needs of the Board to avoid disruption of the students of pupils and work schedules of other employees. This provision shall not be construed to require return while illness or disability precludes their return.

- d. A bargaining unit member returning from child-rearing leave in the first year shall return to the position held prior to the onset of the leave. If that position no longer exists, the bargaining unit member shall be appointed to an analogous position.
- e. A bargaining unit member who extends a child-rearing leave into subsequent years shall be entitled to return to a position within the bargaining unit member's job group.
- f. All child-rearing leave must be taken after all available FMLA leave has been exhausted.
- g. A non-birthing parent who has responsibilities for the care of the child or for the birthing parent shall be entitled to two (2) weeks of paid sick leave without medical documentation.

7. Medical and Life Insurance Benefits during Leaves

Employees on leave shall be allowed to purchase medical and life insurance benefits at the group rate if desired. The payments are due on or before the 10<sup>th</sup> of each month.

Benefits continuation will be restricted to one of the following options:

- a. Full Coverage  
The same medical and life insurance coverage the employee has at the time the leave is granted.
- b. Basic Coverage  
Includes medical coverage only and excludes vision, dental and life insurance.
- c. No Coverage  
No change in options will be permitted during the leave of absence unless there is a substantial change in the employee's family status.

When an employee returns to active employment on or before the 15<sup>th</sup> of the month, the Board of Education will pay the full premium, minus the employee premium cost share currently in effect, for the month. If the employee returns after the 15<sup>th</sup> of the month, they will pay the full premium for the month.



## ARTICLE XIV VACATIONS

1. Each twelve (12) month, full-time, permanent employee shall earn:
  - a. Two (2) weeks vacation after one (1) year of service.
  - b. Three (3) weeks vacation after five (5) years of service.
  - c. Four (4) weeks vacation after twelve (12) years of service.
  - d. Each twelve (12) month employee, after fifteen (15) years of service shall receive one (1) additional vacation day for each year thereafter, to a maximum of twenty-five (25) days.
2. Any employee whose anniversary of employment falls within that fiscal year shall receive the added vacation due, i.e., any employee whose fifth (5<sup>th</sup>) anniversary of employment falls within that same fiscal year shall receive three (3) weeks vacation.
3. Vacation leave shall be cumulative to a maximum of five (5) days. Cumulative roll-over vacation time shall be taken during the month of July and up to August 21<sup>st</sup> immediately following the year of accumulation.
4. When a ten (10) and eleven (11) month employee, working thirty (30) hours or more per week, changes to a twelve (12) month position, the employee will receive two (2) weeks vacation for the first year. For the following year, they will be given credit for the years worked in a ten (10) month capacity, and the amount of vacation due will be based on the total number of years worked as a ten (10) or eleven (11) month and twelve (12) month employee combined.
5. New twelve (12) month full-time, permanent employees who begin work after February 1<sup>st</sup>, will receive no summer vacation. Those who begin work after November 1<sup>st</sup> but before February 1<sup>st</sup>, will receive one (1) week paid vacation.
6. In the event of a conflict among employees with regard to choice of vacation periods, seniority shall govern.
7. In the event an employee requests a change in a previously scheduled vacation, said employee shall provide seven (7) days' notice of such change provided, however, less than seven (7) days' notice of change may be granted in an emergency situation and in such emergency situation, said request to change shall not unreasonably be denied.

## **ARTICLE XV VACANCIES**

1. All vacancies shall be posted on the NPS website and list qualifications, title, group, and responsibilities, as well as salary range, benefits, etc.
2. Should the administration plan to upgrade, downgrade, or eliminate a position that is vacant, the administration shall notify the Union, in writing, and will consult with the Union at least five (5) working days prior to the implementation of such changes.
3. Notices for job vacancies within the bargaining unit shall be on the district's website for at least five (5) days before the position is permanently filled. However, notices for vacancies occurring between August 15<sup>th</sup> and October 15<sup>th</sup>, inclusive, shall be posted for at least three (3) days before such vacancies are filled permanently.
4. A copy of the appropriate job description shall be given to each applicant who makes a request for such job description at the administrative offices of the Board, prior to the job interview. Notices of vacancies shall include a statement that job descriptions are available at the administrative offices of the Board.
5. Should a position be filled by someone from outside the bargaining unit, unsuccessful candidates from within the bargaining unit shall be notified in writing, within a reasonable time.

## **ARTICLE XVI EMERGENCY CONDITIONS**

1. The Board reserves the right to call remote work days on inclement weather days, and unit members will work remotely and be paid for the day. When schools are not in session for students, the following procedures shall be followed:
  - a. Ten (10) and eleven (11) month employees in Schools and Board of Education Administrative Offices shall not report to work and shall make up and be paid for the days at the end of the school year.
  - b. Twelve (12) month employees in Schools and Board of Education administrative offices.
    1. Such employees are expected to report for work.
    2. A grace period of a maximum of two (2) hours from regular starting times shall go into effect. During that time period, should conditions deteriorate to a point where the Superintendent or their designee decides all Board of Education buildings are to be closed, employees will be notified of the Superintendent's directive. This shall be treated as an excused absence and shall override prior projections for absences. Should employees have already reported to work prior to the decision to close the buildings the time worked shall be work time.

3. If Board of Education buildings are not closed and an employee chooses not to report for work, the employee shall notify the immediate supervisor, at the earliest possible time. Employees who so choose may use personal/vacation days, if they wish to be paid. In lieu of the foregoing, the period of the regular work day may be made up, with administrative knowledge, in increments of at least one-half hour, within sixty (60) days. Employees shall not work through lunch periods.
4. Employees in schools without an administrator reporting for work shall leave the building at the same time the custodians leave for the day.
5. Should extraordinary circumstances occur, they shall be subject to consultation with the Superintendent.
6. In the event of an early dismissal, recognizing the need for office coverage and student safety concerns, the administration shall release all employees covered by this agreement with no loss of pay as soon as practicable after said early dismissal.

#### **ARTICLE XVII SPECIAL DUTY STIPENDS**

1. Paraeducators may be left alone on the secondary level for a time not to exceed forty-five (45) minutes and on the elementary level for a time not to exceed sixty (60) minutes without a classroom visitation of sufficient quality by a certified person, who shall assess whether the Paraeducator is experiencing any difficulties in managing the class.
2. Paraeducators shall be provided with additional training as part of the inservice program.
3. When the certified teacher is absent from the classroom for more than one (1) hour at the elementary level or forty five (45) minutes at the secondary level in any school day and no substitute or other adult volunteer is provided. Paraeducator covering the classroom shall be paid an additional six dollars and twenty-five cents (\$6.25) for each completed fifteen (15) minute period of coverage beyond the first consecutive hour at the elementary level or forty-five (45) minutes at the secondary level of coverage on that day. Payment shall be retroactive to the first minute after one consecutive hour or forty-five consecutive minutes, respectively, have been completed. The six dollars and twenty-five cents (\$6.25) shall be increased to six dollars and forty-four cents (\$6.44) in 24-25 and to six dollars and sixty-three cents (\$6.63) in 2025-26.

#### **ARTICLE XVIII EVALUATIONS AND PERSONNEL FILES**

1. Each employee covered by this Agreement shall be evaluated annually by their immediate supervisor. This evaluation shall be in writing and shall be discussed at an individual conference and not while the employee is involved in the performance of their job. A copy of the written evaluation shall be given to each employee at the end of the conference and shall be made part of the employee's personnel file.

2. A personnel file for each member of this bargaining unit shall be developed and maintained in the Human Resources Department.
3. Given reasonable notice, each employee shall have the right to inspect their own personnel file, to question or to comment in writing, to inventory or to reproduce any material therein, providing such reproduction occurs in the place designated by the Human Resources Department.
4. Before any derogatory material has been made a part of an employee's personnel file, the employee shall be given the opportunity to read and sign such material. Such signature does not constitute concurrence with the content of the material. Any response by the employee shall be attached to the material in question.
5. For purposes of suspension or dismissal, only material in the employee's personnel file can be used.

#### **ARTICLE XIX DISCIPLINARY ACTION**

1. All written warnings, suspensions, and discharges shall be for just and sufficient cause. Both the employee and the Union shall be informed immediately of all written warnings, suspensions, and discharges, but no later than the conclusion of the same working day.
2. All written warnings, suspensions, and discharges and the specific reasons for them shall be stated, in writing, and a copy forwarded to the employee and the Union no later than two working days after such occurrence.
3. In the event of any scheduled meeting involving an employee and their supervisor intended to deal with a written warning, suspension, or discharge, the employee shall have the right to have a Union representative present.

#### **ARTICLE XX LONGEVITY**

1. Employees shall receive longevity payments during the first week of October.
2. Longevity payments will be included in the same paychecks as the regular pay, but for tax purposes will be calculated as if it were in a separate check. Longevity payment shall be due employees covered by this bargaining unit hired prior to September 1, 2014 according to the following schedule:

In accordance with the above section, each employee shall receive Seven Hundred (\$700) Dollars upon completion of ten (10) years of service and Twenty-Five (\$25) Dollars additional for each year of service thereafter, through the fifteenth (15<sup>th</sup>) year of service. Each employee who completed fifteen (15) years of service, shall receive Nine Hundred and Fifty (\$950) Dollars. Said employee shall receive Nine Hundred and Fifty Dollars (\$950) each year thereafter, through their twentieth (20<sup>th</sup>) year of service.

Each employee shall receive One Thousand Two Hundred Dollars (\$1,200) Dollars upon completion of twenty (20) years of service and shall continue to receive One Thousand Two Hundred (\$1,200) Dollars each year through the completion of their twenty-fifth (25<sup>th</sup>) year. Each employee shall receive One Thousand Four Hundred and Fifty (\$1,450) Dollars each year, thereafter, through their thirtieth (30<sup>th</sup>) year of service. Upon completion of thirty (30) years of service, each employee shall receive One Thousand Seven Hundred (\$1,700) Dollars each year thereafter, as follows:

#### ANNUAL LONGEVITY PAYMENTS (DOLLARS)

<u># of Years Completed</u>		<u># of Years Completed</u>	
10	\$700	25	\$1,450
11	725	26	1,450
12	750	27	1,450
13	775	28	1,450
14	800	29	1,450
15	950	30	1,700
16	950	31	1,700
17	950	32	1,700
18	950	33	1,700
19	950	34	1,700
20	1,200	35	1,700
21	1,200	etc.	
22	1,200		
23	1,200		
24	1,200		

#### **ARTICLE XXI DEDUCTIONS**

1. The Board will continue to deduct an authorized deduction for the Tax Shelter Annuity Program and will make entry into this program available to all bargaining unit employees.

#### **ARTICLE XXII PAYMENT FOR TRAINING**

1. Subject to supervisor approval, the Board will cover reasonable expenses and travel costs for attendance of BCBAs at specified workshops. Subject to the limits described below, each employee other than BCBAs shall be reimbursed for the tuition for participation in courses and other educational experiences having significant value in improving the participant's competence as an employee of the Norwalk Public Schools.
2. Only those post secondary courses and other educational experiences, such as, workshops and seminars that improve the skills and technical competence necessary or desirable for performance of work considered relevant to the Norwalk Public Schools will be considered for payment.
3. To be eligible for reimbursement, employees must obtain thirty-days' (or as soon as practicable after the course is announced) prior written approval of their administrator

or designee. Forms to request payment for training approval are available in the Human Resources Office. Two copies must be submitted, with one being returned to the applicant indicating action taken. The burden of proof rests with the applicant, but the final decision as to which programs are eligible will rest with the Superintendent.

4. Reimbursement of tuition for approved courses is contingent upon receipt of evidence of satisfactory completion of the course, a grade of "C" or above in graded courses and "pass" in a pass/fail course.
5. Payment shall be limited to funds in a contract year pool of twelve thousand dollars (\$12,000) with up to three thousand dollars (\$3,000) added for the following year if the full amount is not expended to create a pool not to exceed fifteen thousand dollars (\$15,000). No employee shall receive more than a total of seven hundred dollars (\$700) per contract year and shall be paid from the pool in the contract year the course is completed. To this end, employees completing courses in a contract year must submit information required in paragraph 3 above to the Human Resources Office by July 1<sup>st</sup> of the next immediate contract year. Reimbursement for course work shall be made by July 15<sup>th</sup> in accordance with the limits established in paragraph 5, which reimbursement shall be on a pro rata or proportionate basis in the event claims exceed the amount in the pool. To this end an employee submitting a claim shall receive, subject to the limitations of this article, an amount equal to the amount of their claim divided by the amount in the pool and divided by the total claims made by employees. Employees required to take the ParaPro Test shall be compensated for the costs of said test out of this pool.
6. Employees shall not receive payment for other costs associated with that training.
7. Employees other than BCBAs who hold an Associate's Degree from an accredited institution shall have three hundred dollars (\$300.00) added to their base pay annually. Employees other than BCBAs who hold a Bachelor's Degree from an accredited institution shall have six hundred dollars (\$600.00) added to their base pay annually. This provision is not retroactive but applies to all employees other than BCBAs who currently hold Associates and/or Bachelor Degrees.

### **ARTICLE XXIII TRAVEL REIMBURSEMENT**

All employees authorized to use their personal car during the work day while in performance of their job shall be remunerated at the I.R.S. per mile rate. Any inequities shall be subject to consultation.

## ARTICLE XXIV OTHER PROVISIONS

1. Prior benefits and practices, which are not superseded by the provisions of this Agreement, shall continue in effect and shall become part of this Agreement.
2. If any provision(s) of this Agreement shall be held or declared to be illegal, such provision(s) shall be deemed null and void without affecting the obligations of the balance of the Agreement.
3. A handbook (electronic or otherwise), containing policies, regulations, and other important material governing office and clerical services will be revised annually, as necessary. Clarification of specific policies, requested by the Union, will be in this Handbook. Dialogue will be continued concerning clarification of policies as set forth in the Handbook.
4. The present policy for securing substitute teachers outside of school hours will continue. It will not be the responsibility of the school secretary.
5. Employees who live outside the district will be permitted to have their children attend Norwalk Public Schools tuition free. Such tuition free education does not include special education or related services above the cost per pupil for the appropriate level. The child or children of an employee shall be assigned to whatever school or class the Board deems appropriate. In the event of a dispute concerning the child's education, the written decision of the Board shall be final, and any attempt to challenge or overrule such a final decision shall result in loss of tuition free privileges. In the event a student causes serious discipline problems, the tuition free privilege may be revoked by the Board.
6. The parties agree that the Administration, after consultation with the NFEP, will no later than October 1<sup>st</sup>, each year review a report delineating student enrollment and number of full time equivalent clerical employees assigned to each elementary school. In the event that the report identifies specific elementary schools with enrollment greater than five hundred (500) students, the NFEP and administration shall meet by October 15<sup>th</sup> and make a recommendation to the Board to alleviate the staffing problem. The Board shall accept, reject, or modify the proposal at its session on the Third Tuesday of October.
7. If a school building or part of a school building is not in operation due to lack of heat, water, etc., no employees covered by this Agreement who work in that building or part of that building affected shall work or suffer any loss of pay. Provided, however, the Board may temporarily reassign the employee to a different area of the building, not so affected, within sixty (60) minutes of the onset of the condition. If not reassigned within these sixty (60) minutes, the employee may go home and shall not suffer loss of pay.

8. The Norwalk Board of Education shall periodically commission and fund a review of bargaining unit positions for the purpose of updating and reevaluating current bargaining unit positions. The choice of whether to perform such a review internally or externally shall be at the sole discretion of the Board. Said review shall be coordinated by a joint committee consisting of an equal number of the bargaining unit and of the administration who shall identify job classifications and/or job groups in need of reevaluation. Notwithstanding the choices of this committee, if the Board desires to review other bargaining unit classifications or groups, it may engage in such review at its discretion. Any review shall commence at least ten (10) months prior to the expiration of this contract and shall be completed at least six (6) months thereafter. The Union shall be informed in writing of the results of such review within ten (10) business days of its completion.
9. The Board and the Union shall meet to discuss professional development opportunities for unit members with the goals of starting such discussions by April 1, 2021, concluding such discussions by June 1, 2021, giving priority consideration to professional development opportunities to paraeducators who are employed for 27.5 hours weekly, and establishing a professional development program commencing with the 2021-2022 school year.
10. Each bargaining unit employee shall be notified by email or United States mail of continued employment for the coming year by June 30 each year, including the starting date of employment for the new school year. Bargaining unit employees who do are not assured of continued employment for the coming year shall be so notified by June 30 as well.
11. The Board will provide all bargaining unit members with a laptop or other device. The Board will consider other requests for technological support on a case-by-case basis.
12. Each BCBA will be provided with a desk, access to printers, lockable space (for files), and a desk phone with voicemail to make calls to parents.
13. BCBAs will meet as a group with the supervisor once monthly after school to review issues of professional concern, including caseload parity.
14. BCBAs shall provide thirty (30) prior written notice of a resignation of employment.
15. In accordance with the City of Norwalk Code of Ethics and the Professional and Ethical Compliance Code for Behavior Analysts, BCBAs shall not accept employment with families they have served while employed by the Board or for a period of one year following the termination of their employment with the Board.
16. It is understood and agreed that Paraeducators who have the "1B" designation and are assigned to a student who rides the bus may, at times, be unable to access their personal car throughout the day. In the event there is a family health emergency such that the paraeducator who rides the bus needs to get to their car to attend to the emergency, the Board will provide transportation back to the school where the paraeducator's car is parked (the school that is the beginning and the end of the run).

On early release days, employees assigned to the Norwalk Early Childhood Center will be dropped off where their personal car is located.



**ARTICLE XXV  
PENSION**

The terms and conditions of the existing pension plan for employees covered under this contract, are spelled out in detail in the City of Norwalk, Norwalk City Employees' Pension Plan, July 1, 2013 - December 31, 2018, or as subsequently amended. This provision is included for informational purposes. The Pension Plan is administered by the City of Norwalk, and is not subject to review under this Agreement.

**ARTICLE XXVI  
NO-STRIKE CLAUSE**

During the term of this Agreement, the Union shall not cause, counsel, sponsor, or participate in any strike or work stoppage in the Norwalk Public School System. During the term of this Agreement, no employee shall participate in any strike or work stoppage in the Norwalk Public School System.

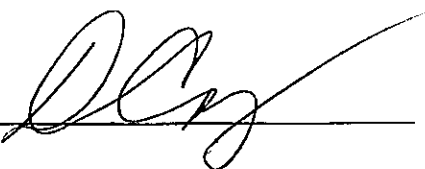
**ARTICLE XXVII  
DURATION**

This Agreement shall take effect on July 1, 2023 through June 30, 2026 provided, however, no provision in this Agreement except provisions pertaining to wages shall be retroactive unless it is so stated in the language of the provision. Either party may initiate negotiations for a successor Agreement by sending a written notice by registered mail prior to March 1, 2026. Should the parties fail to negotiate a successor collective bargaining agreement before the expiration of the current Agreement, this Agreement shall remain in effect in accordance with the Municipal Employee Relations Act, except that Article XI shall be subject to reopener negotiations if triggered under Article XI, Paragraph 2(d).

NORWALK BOARD OF EDUCATION

NORWALK FEDERATION OF EDUCATIONAL  
PERSONNEL, LOCAL 3793, AMERICAN  
FEDERATION OF TEACHERS, AFL-CIO

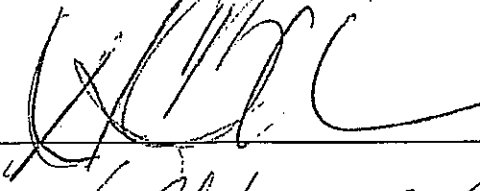
BY



DATE

10/15/24

BY



DATE

October 9, 2024

**APPENDIX A – 1**  
**JOB CLASSIFICATION WITHIN EMPLOYEE JOB GROUPS**

**Group I**

Library Media Assistant  
Health Services Assistant  
Paraeducators  
Office Assistant\*\*

**Group II**

Library Media Assistant\*  
Secretary I  
Secretary IA  
Parent Outreach Coordinator  
Registered Behavior Technician (RBT)  
Speech Language Pathology Assistant

**Group III**

Secretary II  
Bookkeeper  
Student Information Systems Assistant  
Paraventionist  
Bilingual Facilitator

**Group IV**

Accounts Payable Assistant  
Administrative Secretary

**Group V**

Account Specialist  
Executive Secretary  
Student Information Systems Specialist  
Transportation Coordinator

**Group VI**

Board Certified Behavior Analyst (BCBA)

\* Library Media Assistants in Group V on June 30, 2016 will move to Group II effective July 1, 2016. Library Media Assistants hired on/after July 1, 2016 will be placed in Group I.

\*\* All newly hired Office Assistants hired after July 1, 2023 will be hired as Secretary 1, Group 2.

**APPENDIX A – 2**  
**WAGE SCHEDULES 2023-2026**

<b>2023-24</b>					
<b>Group</b>					
<b>Step</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>
<b>1</b>	24.27	27.79	29.75	31.85	34.05
<b>2</b>	25.34	29.03	31.03	33.26	35.62
<b>3</b>	26.42	30.37	32.45	34.79	37.21
<b>4</b>	27.72	31.71	33.92	36.33	38.85
<b>5</b>	28.92	33.18	35.36	37.95	40.64
<b>2024-25</b>					
<b>Group</b>					
<b>Step</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>
<b>1</b>	24.99	28.62	30.64	32.80	35.07
<b>2</b>	26.10	29.90	31.96	34.26	36.69
<b>3</b>	27.21	31.29	33.42	35.84	38.33
<b>4</b>	28.55	32.67	34.94	37.42	40.02
<b>5</b>	29.79	34.17	36.42	39.08	41.86
<b>2025-26</b>					
<b>Group</b>					
<b>Step</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>
<b>1</b>	25.74	29.48	31.56	33.79	36.13
<b>2</b>	26.88	30.79	32.92	35.28	37.79
<b>3</b>	28.03	32.22	34.42	36.91	39.48
<b>4</b>	29.41	33.65	35.98	38.54	41.22
<b>5</b>	30.68	35.20	37.51	40.26	43.12

Unit members, in Groups 1-5, not at the maximum step shall advance one step each year.

**Group 6 (annual salary ranges)**

The Board shall have sole discretion based on a number of factors including, but not limited to, the type of degree held, prior work experience, and type of work performed, of a candidate in deciding initial placement level of BCBAs for purposes of establishing their salary.

	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>
Years 1 through 5:	\$83,071 - \$99,467	\$85,563 - \$102,451	\$88,130 - \$105,525
Years 6 and more:	\$99,467 - \$136,631*	\$102,451 - \$140,730*	\$105,525 - \$144,952*

\* Only BCBAs who have earned a BCBA-D shall be eligible for the top salary in the range.

## APPENDIX A - 3 HEALTH INSURANCE

The Board shall provide each bargaining unit member and their enrolled dependents with an insured Anthem Blue Cross/Blue Shield high deductible Health Savings Account which replicates the PPO Plan coverage provisions in effect December 31, 2010 except as indicated herein.

The HSA Plan will have the following provisions:

Deductible - combined in and out of network  
\$2,000/\$4,000 for single and family respectively

In network coinsurance: 0%  
Out of network coinsurance: 80/20% plan/member  
Out Of Pocket Maximum:  
\$2,000/\$4,000

Prescription drugs:   Retail           \$10/\$25/\$40  
                              Mail order    \$20/\$50/\$80  
Prescription Duration:   30/90 days  
Managed Public Sector Formulary and Edits  
Co-pays apply after Deductible has been reached

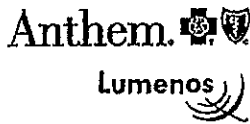
The percentile reimbursement is 80<sup>th</sup> percentile out of network.

The Board of Education will make a deposit each plan year to the participant's HSA Account in the amount of 50% of the applicable deductible value. The Board will make its deductible deposit as follows: one-half the value on the first day of the plan year with the balance to be transferred in monthly installments.

The Board shall maintain the present PPO for the limited purpose of providing benefits to exempt Bargaining Unit members. The following bargaining unit members would be exempt from the HSA:

- Medicare participants who are active employees of the Board of Education
- Cross covered employees
- Off cycle hires or newly eligible active participants

Effective July 1, 2016 - June 30, 2017



NFEP (2017)

## Lumenos HSA Plan Summary

The Lumenos® HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And, you can earn rewards by taking certain steps to improve your health.

### Your Lumenos HSA Plan

#### First - Use your HSA to pay for covered services:

##### Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

##### Contributions to Your HSA

For 2015, contributions can be made to your HSA up to the following:

\$3,350 individual coverage  
\$6,650 family coverage

Note: These limits apply to all combined contributions from any source.

#### Plus - To help you stay healthy, use:

##### Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

##### Preventive Care

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

#### Then -

##### Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge Responsibility add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

##### Bridge

Your Bridge responsibility will vary.

##### Annual Deductible Responsibility

\$2,000 individual coverage  
\$4,000 family coverage

#### If Needed -

##### Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

##### Traditional Health Coverage

After your bridge, the plan pays:

100% for in-network providers      80% for out-of-network providers

##### Additional Protection

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

##### Annual Out-of-Pocket Maximum

In-Network and Out-of-Network Providers

\$4,000 individual coverage  
\$8,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your coinsurance amounts.

#### And even -

##### Earn Rewards

What's special about your Lumenos HSA plan is that you may earn reward dollars to redeem for gift cards to select retailers. It's how your Lumenos plan rewards you for taking steps to improve your health.

##### Earn Rewards

If you do this:

You can earn:

Complete the MyHealth Assessment online	\$50
Enroll in the MyHealth Coach Program	\$100
Graduate from the MyHealth Coach Program	\$200
Complete our Tobacco Free Program	\$50
Complete our Healthy Weight Program	\$50

Some eligibility requirements apply. See page 2 for program descriptions.

If you have questions, please call toll-free 1-888-224-4896.

Norwalk NFEP HSA w GC (1/14)

Group Gift Card  
Plan Year: 2007

APPENDIX A - 4



Vision Benefits remain unchanged and are not subject to a deductible. Effective January 1, 2015 you will have a separate vision identification number. Upon receipt of your new Vision ID number, please be sure to update your records as well as your provider offices.

---

**Employer/Group:** NORWALK BOARD OF  
EDUCATION

**Firm Division:** 002763-XXX - NORWALK BOE  
Century Preferred Vision Care Plan

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**Anthem Blue Cross and Blue Shield's Vision Care Rider Offers:**

- Yearly eye examinations for vision corrections.
- Coverage for prescription lenses (single-vision, bifocals, trifocals), frames and contact lenses with fitting, adjustment and aftercare for maintenance of comfort and efficiency.
- In-plan and out-of-plan coverage.

**Vision Exam Coverage:**

Exam with dilation of pupils (cycloplegia)  
and post cycloplegic visit if required      Up to \$100 per calendar year

**Optical Services:**

Frames for prescription lenses	Up to \$60 per calendar year
Single vision lenses	Up to \$120. per calendar year
Bifocal lenses	Up to \$140 per calendar year
Trifocal lenses	Up to \$200 per calendar year
Lenticular Lenses	Up to \$280 per calendar year
Contact lenses	Up to \$220 per eye per calendar year

**Principle Limits & Exclusions:**

*Services, frames and lenses required by the employer as a condition of employment. Sunglasses, tinted glasses or industrial glasses unless they are prescription lenses. Contact lenses for cosmetic, convenience or any purpose other than correction of visual acuity or medical necessity as determined by Anthem Blue Cross and Blue Shield, will be covered in an amount up to the single prescription lenses indemnity amount subject to the annual maximum.*



**APPENDIX A - 5**  
**Norwalk Public Schools Group – Group #4554**  
**Delta Dental PPO<sup>SM</sup> plus Premier**  
*0016 NFEP Active, 0017 NFEP Retired*

Calendar Year Deductible	
• Per Person	NONE
Preventive & Diagnostic	<u>Plan Pays:</u> 100%
• Exams, Cleanings, Bitewing X-Rays (2 per calendar year per person)	
• Fluoride Treatment (2 per calendar year for children to age 19)	
• Space Maintainers (To age 19)	
• Sealants (To age 19)	
Remaining Basic	80%
• Fillings, Simple Extractions, Root Canals (Endodontics)	
• Major Oral Surgery	
• Periodontics (Surgical and Non-Surgical)	
• Repair of Dentures	
Crowns & Prosthodontics	80%
• Crowns, Gold Restorations	
• Bridgework, Full & Partial Dentures	
Dental Implants	80%
• Lifetime Maximum	\$3,000
Calendar Year Maximum (Per Person)	\$5,000
Orthodontia (Adults & Dependent Children)	
• Coinsurance	50%
• Lifetime Maximum	\$4,000
Dependent children are covered to age 26.	

Delta Dental has two networks available under this plan. The Delta Dental Premier<sup>®</sup> network is the largest of the Delta Dental networks with over 314,000 participating dentist offices nationally (80%+). Delta Dental PPO<sup>SM</sup> is a smaller, but more discounted network with over 228,000 participating dentist offices nationwide. Delta Dental PPO<sup>SM</sup> fees are on average 20% less than Delta Dental Premier<sup>®</sup>. **You may use any fully licensed dentist under this plan**, but it is to your advantage to use a network dentist, especially PPO, since they accept the Delta Dental allowance as their maximum charge and cannot bill Delta Dental patients for amounts above this level.

Participating dentists will be paid directly by Delta Dental for covered services. Non-participating dentists will bill you directly, and Delta Dental will make claim payment directly to you. You will maximize benefits and reduce paperwork by using a Delta Dental participating dentist.

If you do not have a dentist, you may obtain a current listing of participating dentists in any area, by calling 1-800 DELTA OK (1-800-335-8265). Provide your zip code to the representative and a directory for that area will be mailed to your home. If you have Internet access, you may also visit our website at [deltadentalnj.com](http://deltadentalnj.com) to locate participating dentists.

*At the time of your first appointment, tell the dentist that you are covered under this program and provide your group number and ID number. Your dependents, if covered, should provide the employee's ID number.*

Claim questions and other information needs should be directed to Delta Dental's customer service department at 1-800-452-9310.

This overview contains a general description of your dental care program for your use as a convenient reference. Complete details of your program appear in the group contract between your plan sponsor and Delta Dental of New Jersey, Inc. which governs the benefits and operation of your program. In CT, Delta Dental Insurance Company writes dental coverage on an insured basis and Delta Dental of New Jersey administers self-funded dental benefit programs. The group contract would control if there should be any



inconsistency or difference between its provisions and the information in this overview.

## ***Delta Dental PPO<sup>SM</sup> plus Premier Networks***

### **In Network**

#### **Dentist**

- Agrees to accept Delta Dental's approved fees
- Agrees to file claim directly with Delta Dental
- Receives claim payment directly from Delta Dental

#### **Employee**

- Cannot be balance billed (billed for charges above approved Delta Dental fees)
- Does not file claim
- No payment to dentist other than deductible/coinsurance

### **Out of Network**

#### **Dentist**

- Does not agree to Delta Dental fee levels
- Can charge any amount
- Is not required to file claim for patient
- Does not receive payment directly from Delta Dental

#### **Employee**

- Must pay difference between Dentist charge and Delta Dental's allowed fees
- May be required to submit claim
- Is responsible for payment to dentist

**Summary:** Any dentist may be used, however, benefits are maximized and paperwork is reduced if in network providers are utilized. Delta Dental PPO<sup>SM</sup> dentists have agreed to Delta Dental's lowest possible fees.

## APPENDIX A-6

### MEMORANDUM OF AGREEMENT

In the recently-concluded negotiations between the Norwalk Board of Education and the Norwalk Federation of Educational Personnel of the Norwalk Federation of Teachers, Local 1723, AFT, AFL-CIO, the parties reached the following additional agreements in their discussions over contract enhancements:

The parties agree to undertake the reviews described in Paragraphs 6 and 10 of Appendix A-6 of the 2017-2020 Agreement, with the understandings that (1) any changes during the new contract term will be implemented only by mutual agreement, and (2) the results of such reviews will be available to the parties and will be considered relevant information in successor contract negotiations that will commence in March, 2023.

1. The parties shall review the roles and responsibilities of the current Attendance Clerk positions at Norwalk High School and Brien McMahon High School for possible reclassification and change in hours.
2. The parties will review and analyze the current structure, data, roles, responsibilities and utilization for substitutes and teacher coverage District-wide.

Norwalk Board of Education

Norwalk Federation of Educational  
Personnel of the Norwalk Federation of Teachers,  
Local 1723, AFT, AFL-CIO,

By \_\_\_\_\_  
Date

By \_\_\_\_\_  
Date

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