

AGREEMENT
Between
NORWALK BOARD OF EDUCATION
And
EXECUTIVE SUPPORT GROUP, LOCAL
129, AFSA, CFSA
AFL-CIO

July 1, 2016 - June 30, 2019

February 13, 2017
5290071v4

I. Recognition

The Board recognizes the Executive Support Group, Local 129, AFSA, CFSA, AFL-CIO, as the exclusive bargaining representative of those employees pursuant to the Connecticut State Board of Labor Relations Case No. ME 14,504 who are employed by the Board of Education of the City of Norwalk and are members of the Union, excluding the Executive Assistant to the Superintendent, Executive Assistant to the Chief Financial Officer, and Executive Assistant to the Chief Talent/Human Resources Officer.

II. Definitions

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

1. "Board" - The Board of Education of the City of Norwalk, Connecticut. Where the word "Board" appears in this Agreement, action may be taken by the Superintendent on behalf of the Board.
2. "Superintendent" - The Superintendent of Schools for the City of Norwalk, Connecticut.
3. "ESG" – Executive Support Group.
4. "Unit" – Members of the bargaining unit represented by the Executive Support Group.
5. "Non-Probationary Employee" - those employees who have worked for the Norwalk Board of Education as a member of the Executive Support Group over nine months without interruption (excluding leave days).

III. Management Rights

It is recognized that the Norwalk Board of Education has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the school system in all its aspects, including but not limited to the following:

1. To maintain educational activities and programs as in its judgment will best serve the interests of the students;
2. To determine the type of work to be performed by the personnel;
3. To assign all work to employees or other persons or entities when the Board determines in its judgment that it is more cost-effective and/or efficient to do so, and to establish contracts with such other persons or entities for that purpose, provided that the exercise of this right will not result in the layoff of any unit employee.
4. To decide the methods, procedures and means of conducting the work;
5. To select, hire, and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for performance of work;
6. To discharge or otherwise discipline any employee;

7. To promote, transfer, and layoff employees;
8. To decide the need for facilities;
9. To designate the schools or programs which shall be attended by the various students;
10. To prescribe rules for the management, studies, classification and discipline for school programs;
11. In general, to control, supervise, and manage the operations of the school system, and its staff under governing laws;
12. 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.

These rights, responsibilities, and prerogatives are not subject to delegation in whole, or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this Agreement.

IV. Full and Complete Agreement

1. This agreement contains the full and complete Agreement between the Board and the Group on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement.
2. Any item not covered in this Agreement may be governed by existing policies, rules or regulations of the Board, or by the modification of existing policies, rules or regulations or the adoption of new policies, rules or regulations.

V. Group Rights

1. Each employee who is a member of the Union as of the effective date of this Agreement shall remain a member of the Union in good standing or pay an agency service fee as a condition of employment. Each employee who is hired after the effective date of this Agreement shall become a member of the Union or pay an agency fee as a condition of employment within thirty (30) days. Such agency fee shall not exceed the pro-rata cost of collective bargaining, contract administration, and grievance adjustments. The Union agrees to hold the board of Education harmless and indemnify the Board for any and all claims, demands, suits, damages or liabilities, including attorney fees, related to or arising out of the implementation of the Article.
2. The Board agrees to deduct from the pay of all its employees who authorize such deductions from their wages such membership dues or agency fees as may be fixed by the Union. The Union shall supply to the Board written notice at least sixty (60) days prior to the effective date of any change in the rate 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 deductions.
3. The monthly dues and/or service fee remittances to the Union will be accompanied by a list of names of the employees from which wages such deductions have been made. Deductions will be made once each month and all sums deducted shall be remitted to the Executive Support Group, Local 129, AFSA, CFSA, AFL-CIO.

VI. Holidays

Holidays granted for this group are those identified in the school calendar as adopted by the Board of Education. Should the Board schedule a workday on a holiday taken as such in the previous year, unit members may take a compensatory floating holiday(s), to be scheduled with the approval of the unit member's immediate supervisor.

VII. Insurance

The Board shall provide coverage for bargaining unit personnel as follows:

A. Medical Insurance

The Board shall provide employee and family coverage in an insured Anthem Blue Cross/Blue Shield high deductible Health Savings Account ("HSA") Plan, as follows:

The deductible amounts for single and family respectively shall be: \$2,000/4,000.

The HSA deductible is a combined in and out of network deductible.

In network coinsurance: 0%

Out of network coinsurance: 80/20% plan/member

Maximum coinsurance: OOP \$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
 Copays apply after Deductible has been reached

The Board of Education will make a deposit each plan year to the participant's HSA account as follows:

- Plan Year January 1, 2016 through December 31, 2016: 65% of the deductible.
- Plan Year January 1, 2017 through December 31, 2017: 50% of the deductible.
- Plan Year January 1, 2018 through December 31, 2018: 50% of the deductible.
- Plan Year January 1, 2019 through December 31, 2019: 50% of the deductible.

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.

B. Dental Care

The Board shall provide for employee and family coverage in a Delta Dental Premier Preferred Provider Plan with modifications as follows:

1. Calendar year maximum to \$5,000
2. Move sealants from B to A
3. Increase the lifetime maximum for Ortho to \$4,000
4. Increase the dental implant coverage to a lifetime maximum of \$4,000.
5. Reduce bitewing x-rays from 2 sets/year for all members to 1 set/year for adults &

- 2 sets for children
- 6. Increase Ortho coinsurance to 100% from 60%
- 7. Increase implant coinsurance to 75% from 60%
- 8. Change frequency limits for crowns to 8 years from 5 years

C. Vision Care

The Board shall provide for employee and family coverage in the Anthem Vision Care Plan currently provided.

D. Premium Contribution

Each employee electing the health insurance package provided herein shall contribute the following percentages of the cost through payroll deduction pursuant to an IRC Section 125 Plan:

- 15% effective January 1, 2017
- 16% effective January 1, 2018
- 17% effective January 1, 2019

E. Section 125 Plan

At no cost to the Board, the Board shall provide the employees with a Section 125 plan consistent with the statutes and regulations of the Internal Revenue Service. Such I.R.C. Section 125 Plan, in addition to a premium share deduction feature, shall also include an Internal Revenue Code Section 125 limited purpose pre-tax medical expense account also known as a Reimbursement Account Plan for the purpose of enabling eligible employees to divert a portion of their gross salaries, prior to reduction for federal income taxes, by a minimum of \$100 to a maximum of \$5,000 for permissible dental and vision expenses, and by a minimum of \$500 to a maximum of \$5,000 per plan year for dependent care, into an account from which, during the course of the plan year (or less, if required by the Internal Revenue Code), they can be reimbursed for the aforesaid vision and dental costs and dependent care costs they or their covered dependents incur. Such election shall be optional for the employee and this plan shall be subject to the laws and regulations of the Internal Revenue Code.

- F. Nothing in this Agreement shall prevent the Board from changing insurance carriers or from self-insuring, provided the level of benefits is substantially equal to or better than those provided by the existing insurance programs.

VIII. Life Insurance

The Board shall provide 100% premium for \$250,000 term life insurance for employees hired before July 1, 2009. Employees may elect to decline life insurance coverage or to decrease coverage to \$50,000 term life insurance.

The Board shall provide 100% premium for \$50,000 term life insurance for employees hired on or after July 1, 2009. Employees may elect to decline life insurance coverage.

Any employee shall have the option, at his/her own cost to purchase up to \$250,000 additional term life insurance at the same rate as paid by the Board.

IX. Retiree Health Insurance

- A. All members of the group who were hired as of June 30, 2012 and have been employed by the Board in bargaining unit positions for at least sixteen (16) years shall receive individual health insurance coverage from time of retirement to age 65 at no cost to the retiree. The retiree has the choice of continuing dependent coverage under the Board's group rates at no expense to the Board.
- B. Retirees covered by Medicare who were hired as of June 30, 2012 and have been employed by the Board in bargaining unit positions for at least sixteen (16) years may choose to be covered in accordance with the terms of the present existing Medical Insurance Plan F subject to contribution based on the following table:

Years Norwalk	Employee % Paid	BOE % Paid
16 to 20	60	40
21 to 25	40	60
26 to 30	20	80
31 or more	0	100

X. Pension Plan

For employees hired prior to June 30, 2012, the terms and conditions of the existing pension plan for employees covered under this contract are spelled out in detail in the pension book, "Your Financial Security: A Description of the Retirement Program for Employees of the City of Norwalk" revised April 12, 1988, or most recent date.

This Article is for informational purposes only, and it is not subject to the Grievance Procedure. Any change in these benefits shall be negotiated between the City of Norwalk and the Union.

The Board of Education will provide for pension benefits consistent with changes which may accrue to other personnel, if and when, such changes are approved. Employees hired after July 1, 2012 will be participating in the plan designated by the City for employees after that date.

XI. Personal Leave

- A. All fulltime and permanent employees shall be granted two days per year, without loss of pay and not deducted from sick leave for important personal or family business that can only be transacted during the workday. The individual shall give adequate notice, except in cases of emergency, to the immediate supervisor in advance of taking the leave. The individual is not obligated to explain the reason for the leave except to state that it is being taken under this provision. Under unusual circumstances the Superintendent may grant a third day.
- B. Personal days may not be taken on the day before or after a holiday or vacation period, except under unusual circumstances and with the express approval of the unit member's immediate supervisor.
- C. Employees accumulate one day per year to carry forward to a maximum of five days total available leave.

XII. Sick Leave

- A. Each employee shall be granted eighteen (18) days of sick leave starting on July 1 of each year. Employees hired prior to July 1, 2012 shall be permitted to accumulate up to a maximum of two hundred and twenty (220) days. Such unit members who have accumulated more than two hundred and twenty (220) days shall be permitted to retain days in excess of two hundred and twenty (220). Should those excess sick days be used by the unit member, they may not be replenished beyond the maximum of two hundred and twenty (220).

Employees hired after July 1, 2012 shall be permitted to accumulate up to a maximum of one hundred and fifty (150) days.

- B. Retiring employees who were hired on or before June 30, 2012 and survivors of such employees, who die before retirement, shall be entitled to receive full pay, in a lump sum payment of seventy (70) days.
- C. Retiring employees who have used sick days, as a result of a single illness of more than ten (10) days, documented by a physician, shall be eligible for this benefit.
- D. Definition of retirement: Individuals are considered retired if receiving Social Security retirement benefits or retiree benefits from the Norwalk Pension Plan.

XIII. Bereavement Leave

All employees shall be 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, foster children in active foster care, grandfather, grandmother, mother-in-law, father-in-law, daughter-in-law, son-in-law and grandchild. Employees shall be entitled to one (1) working day leave without loss of pay in the event of the death of a brother-in-law, sister-in-law, uncle, aunt, nephew, niece, or first cousin. Under unusual circumstances the Superintendent may grant additional days.

XIV. Vacation

- A. Members who were hired before July 1, 1993, shall earn vacation as follows:

Years Completed	Days
1-3	15
4-14	24
15	25
16	26
17	27
18	28
19	29
20	30

20	+30
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B. Members hired after July 1, 1993, will receive the following vacation benefit:

Years Completed	Days
1	10
2-4	15
5	20

- C. Active employees upon resigning or retiring, or survivors of deceased employees shall be entitled to full pay for the accrued vacation prorated based on length of service.
- D. It is the understanding of both parties that vacation is to be used in the year that it is earned. In extenuating circumstances on the recommendation of the immediate supervisor and with the approval of the Chief Talent/Human Resources Officer, employees will have the option to carryover no more than five (5) days to be used in the following year or to be paid for them.

XV. Longevity

- A. Full time employees in the unit hired on or before June 30, 2012, shall receive Longevity payments during the first week of December and each December thereafter as they are entitled to their payment. Eligibility for longevity begins after the completion of ten (10) years of service with the Norwalk Public Schools. Effective December 1st of each year, those employees who have completed ten (10) years of service shall receive longevity payments. Longevity payments shall be included in the same paychecks as the regular pay. Longevity payments shall be pro-rated for any employee who leaves employment.
- B. Each full time employee in the unit hired on or before June 30, 2012, completing continuous service, shall receive a longevity payment in accordance with the following schedule for service:

Years completed	Amount
10	\$1000
11 to 15	\$1250
16 to 20	\$1500
21 to 25	\$1750
26 to 30	\$2000
30+	\$2250

XVI. Retirement Benefit

Members employed by the Board prior to July 1, 2012, whose current age plus number of years of service total at least 80 and who have been employed by the Norwalk Board of Education for at least 15 years, and who are eligible for retirement under the City Pension Plan beginning in the calendar year after retirement shall receive an annual stipend of

\$1,500 for a period not to exceed 10 years or until the death of the retiree, whichever occurs first. Such payment shall be made in the month of January.

XVII. Severance

- A. Employees who resign or who are terminated shall not receive any severance.
- B. If the position is eliminated, the employee shall receive two (2) weeks pay after five years of service three (3) weeks pay after ten years of service, four (4) weeks pay after 15 years of service, and five (5) weeks after 20 years of service.
- C. If a position has been eliminated by the Board, the affected employee in such position shall be entitled to return to employment in any similar position that is created or becomes vacant if he/she is qualified to fill such position. These recall rights shall extend only for a period of two (2) years following the end of the school year in which the layoff occurs. Notice of recall will be effective if mailed to the address or changed address furnished to the Human Resources office by the employee. An excused employee must return to service within twenty-one (21) calendar days after notification of recall is sent or when the position becomes available, whichever occurs last. An individual who refuses recall shall forfeit recall rights.

XVIII. Salary For 2016-2019

An increase of 2.00% will be applied in 2016-2017 and will also be applied in each of the succeeding two years of the agreement.

See Table 1.

XIX. Position Changes

A. Changes of Positions

When the Human Resources department creates a new position or there is a change in the job description of a position, the ESG President or Designee shall be notified of the change. Salary for the position shall be discussed and, if necessary, renegotiated with the ESG.

B. Review of Positions

Any employee may make a written request for a review of their current position to the Chief Talent/Human Resources Officer and the President of the ESG. The employee will also notify the department head. Any position that has a major content change will be reviewed by the Chief Talent/Human Resources Officer and the President of the ESG. A written decision with explanation must be returned to the employee or department head explaining within three months of the receipt of the request.

XX. Grievance Procedure

1. Definitions

- a. "Grievance" shall mean a claim alleging a violation of a specific contract provision or provisions of this Agreement.
- b. The term "grievant" shall mean: (1) an individual member, or (2) the group having the same grievance.
- c. "Days" shall mean work days.

2. Time Limits

- a. The number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
- b. If the grievant does not file a grievance in writing within fourteen (14) days after he/she knew or should have known of the act or conditions which gave rise to the grievance, then the grievance shall be considered waived.
- c. Grievances shall be in writing and shall state the nature of the grievance, including the contract provision which is alleged to be violated, and the relief sought. If the party with whom the grievance is filed is unable to ascertain the nature of the grievance, then he/she shall have the right to request that the grievant re-state the grievance.
- 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, unless an extension has been agreed upon, 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 may attempt to resolve the dispute through an informal meeting at a mutually convenient time and place. Attempts to hold an informal meeting shall not waive the time limit lines specified in Section 2 unless mutually agreed to in writing by the parties.

3. Representation

- a. The parties to the grievance may be represented on all levels of the grievance procedure by a person or persons of their choosing.
- b. All grievances and decisions shall be rendered in writing.
- c. The parties agree that grievance proceedings shall be kept as confidential as appropriate.
- d. If necessary, the parties may call upon the professional services of an outside consultant or an expert at any stage of the grievance procedure.

4. Formal Procedure

Level I

- a. Within fourteen (14) days after the employee knew or should have known of the event(s) giving rise to the grievance, the grievant shall present his or her complaint in writing to the Supervisor.

The Supervisor shall, within ten (10) days after receipt of the grievance, meet with the grievant for the purpose of resolving the grievance.

The Supervisor shall, within ten (10) days after the meeting, render his or her decisions and the reasons therefore in writing to the grievant with copies to the Group.

Level II

- a. If the grievant is not satisfied with the disposition of his or her grievance at Level I, he/she may within five (5) days after the decision has been rendered file the grievance with the Superintendent or his or her designee.
- b. The Superintendent or his or her designee, shall within (10) days after receipt of the appeal, meet with the grievant, his or her representative, and any other appropriate witnesses for the purpose of resolving the grievance.
- c. The Superintendent or his or her designee shall, within ten (10) days after such meeting, render a decision and the reasons therefore in writing to the grievant with a copy to the Group.

Level III

- a. If the grievant is not satisfied with the disposition of his or her grievance at Level II, he or she may, within five (5) days after the decision is rendered submit the grievance to the Board of Education. The Board of Education may, at its discretion, have the grievance heard by a sub-committee of the Board of Education. The Board of Education or the sub-committee shall, within fifteen (15) days of receipt of the appeal, meet with the grievant, his or her representatives, and any appropriate witnesses for the purpose of resolving the grievance.
- b. The Board of Education or the sub-committee shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the grievant with a copy to the grievant and to the Group.

Level IV- Arbitration

If the Union is not satisfied with the disposition of the grievance at Level III, it may, within five (5) days after the decision is rendered submit the grievance to the American Arbitration Association (AAA). The arbitration shall be heard in accordance with AAA rules and regulations. The arbitrator shall not have any power to add to, subtract from, vary, modify or amend the terms of this agreement. Arbitration shall be final and binding, provided that the arbitrator shall not have the authority to deny the Board of Education the exercise of any function, judgment and discretion granted to the Board of Education by law, and, provide further, that neither party shall waive the right to appeal the arbitrator's decision in accordance with law. In any such appeal or in any claim to challenge the arbitrability of the matter in dispute, the question of arbitrability shall be

an issue of law for the court to determine. Costs for arbitration shall be borne equally by the parties.

XXI. Overtime Rates.

While members of the unit are exempt employees, the parties recognize that there are established expectations for the varied positions in the unit. Accordingly, where the Superintendent or his or her designee requires additional work beyond the established expectations, unit members shall be paid for such additional time worked.

XXII. Travel Reimbursement

Travel Monthly stipend for anyone who currently travels and does not receive one will be reviewed and handled by their immediate supervisor outside of the negotiations.

XXIII. Additional Provisions

Date of Employment for Purposes of Determining Benefits - Benefits shall be based on the original employee's date of hire as a full time employee in the Norwalk Public Schools, irrespective of position.

XXIV. Tuition Reimbursement

100% tuition reimbursement for job related courses. The total group cost not to exceed \$4,000 Request for reimbursement to be reviewed by a committee consisting of the Superintendent or his designee, appropriate supervisor, and a member of the Executive Support Group. The final decision rests with the Superintendent. A decision, in writing, must be made within 15 business days.

XXV. Just Cause

No non-probationary employee shall be discharged, suspended or disciplined (excluding verbal and written warnings) except for just cause.

XXVI. Injury Leave

A. Employees injured on the job and receiving workers' compensation benefits shall have the option to use accumulated sick leave to cover the difference between their regular net pay from the Board of Education and the workers' compensation benefits for up to 85% of net pay after deductions. If an employee has no sick time available, he or she shall be entitled to the workers' compensation benefit only. This supplemental compensation shall be paid for six (6) months or until such time as the first of the following occurs, whichever is earlier:

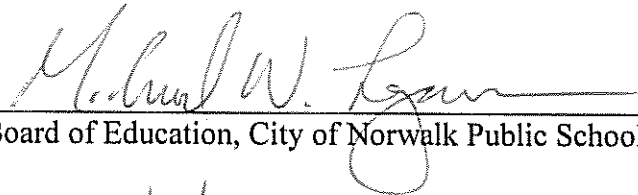
1. The employee is able to return to work,

2. The employee has reached maximum medical improvement and is no longer able to perform his duties.
- B. An employee on workers' compensation shall in no event receive in any six (6) month period or in any one fiscal year compensation in excess of his normal wages including vacations and holidays.


The Board of Education shall have the right to intervene in any third party suit in order to receive payments made pursuant to this Article.

XXVII. Duration

This Agreement shall take effect upon signing and shall be in full force and effect until June 30, 2019, provided, however, that the salaries contained in Article XIII shall be retroactive to July 1, 2016. Notwithstanding the foregoing, the Board reserves the right to require reopener negotiations over the provisions of Article VII if there is any material change in the provisions of the Affordable Care Act or related provisions of state or federal law.


Board of Education, City of Norwalk Public Schools

Date: 3/7/17


Executive Support Group

Date: 3-1-17

Table I Executive Support Group Salary Schedule

Job Class Description	2016-17	2017-18	2018-19
School To Career	\$67,210	\$68,554	\$69,925
Purchasing Coordinator	\$71,878	\$73,316	\$74,782
Administrative Assistant to Facilities Manager & School Health Services	\$74,329	\$75,816	\$77,332
Executive Assistant to Chief Communications Officer	\$74,329	\$75,816	\$77,332
Executive Assistant to Chief of Specialized Learning & Student Services	\$74,329	\$75,816	\$77,332
Executive Assistant to the Chief Financial Officer	\$76,500	\$78,030	\$79,591
Manager Of Maintenance	\$76,500	\$78,030	\$79,591
HR Benefits Specialist	\$76,500	\$78,030	\$79,591
Executive Secretary/Operations	\$76,500	\$78,030	\$79,591
Director Of Distribution Services	\$80,070	\$81,671	\$83,304
Accounts Examiner	\$81,026	\$82,647	\$84,300
Data Base Application Specialist	\$81,600	\$83,232	\$84,897
Grants/Compliance Finance Specialist	\$84,765	\$86,460	\$88,189
Payroll Supervisor	\$85,748	\$87,463	\$89,212
Executive Assistant to the Superintendent	\$83,640	\$85,313	\$87,019
Director Of Technology	\$95,691	\$97,605	\$99,557
Health Supervisor	\$118,320	\$120,686	\$123,100
Director Research Accountability	\$124,440	\$126,929	\$129,468
Facilities Director	\$133,370	\$136,037	\$138,758

MEMORANDUM OF AGREEMENT

In the recently-concluded negotiations, the Norwalk Board of Education and the Executive Support Group agreed as follows:

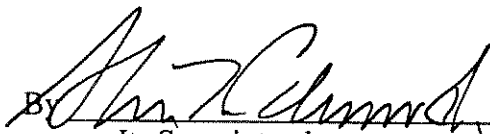
1. The Recognition clause was modified to read as follows, effective July 1, 2016:


The Board recognizes the Executive Support Group, Local 129, AFSA, CFSA, AFL-CIO, as the exclusive bargaining representative of those employees pursuant to the Connecticut State Board of Labor Relations Case No. ME 14,504 who are employed by the Board of Education of the City of Norwalk and are members of the Union, excluding the Executive Assistant to the Superintendent, Executive Assistant to the Chief Financial Officer, and Executive Assistant to the Chief Talent/Human Resources Officer.

2. Notwithstanding that change, the parties agreed that the incumbent Executive Assistant to the Superintendent (Patricia Rivera) and the incumbent Executive Assistant to the Chief Financial Officer (Nina Laria) will remain members of the bargaining unit during the time they serve in those positions.
3. When either employee leaves her position as set forth above, the person hired and/or assigned to the vacated position will not be a member of the bargaining unit.

NORWARK BOARD OF EDUCATION

EXECUTIVE SUPPORT GROUP
Local 129, AFSA, CFSA, AFL-CIO

By  3-7-17
Its Superintendent Date

By  3-1-17
Its President Date