

AGREEMENT

BETWEEN

NONNEWAUG REGIONAL SCHOOL DISTRICT #14

-AND-

**LOCAL 1303-247 OF COUNCIL #4
AFSCME, AFL-CIO**

NONNEWAUG SCHOOL NURSES

JULY 1, 2017–JUNE 30, 2021

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ARTICLE 1
RECOGNITION

- 1.1 The Nonnewaug Regional School District #14 (hereinafter called the "District") recognizes Local 1303-247 of Council #4, American Federation of State, County and Municipal Employees (hereinafter called the "Union") as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and other conditions of employment to the Municipal Employer Relations Act, for all School Nurses.

ARTICLE 2
UNION DUES/AGENCY FEES

- 2.1 Union dues or agency fees shall be deducted in ten (10) monthly installments beginning with the second payroll period in September and each month thereafter.
- 2.2 The names of Nurses employed to fill positions covered by the Agreement shall be furnished to the Union by the District as of July 1st of each year.
- 2.3 The deductions shall be sent to the Financial Officer of Local 1303 at Council #4 no later than fifteen (15) calendar days for which they are deducted.
- 2.4 All employees who are members of the Union at the execution of the Agreement shall either maintain their membership in the Union or pay and agency fee, as a condition of continued employment.
- 2.5 All employees hired after the execution date of this Agreement must join, within thirty (30) days, the Union or pay an agency fee.
- 2.6 The District agrees to deduct Union dues or the agency fees from the salaries of the school Nurses following authorization in writing by each Nurse.
- 2.7 The Union agrees to defend, indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liabilities, including but not limited to, all legal fees and costs that shall arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this agreement regarding dues/fees.

ARTICLE 3
SENIORITY

- 3.1 Seniority shall mean the total length of continuous employment with the Nonnewaug School District. This shall include any time accrued through non-paid leave.
- 3.2 If it becomes necessary to reduce the work force, the Nurse with the most seniority will be separated last, layoffs will be in accordance with seniority, the least senior employee first. The District shall notify the affected Nurse(s) no later than twenty-eight (28) days prior to the last day of employment.
- 3.3 Nurses terminated because of reduction in the work force shall be placed on a recall list for two (2) years from the date of layoff. Nurses on the recall list shall be notified by registered letter of recall to the nursing vacancies in the system. Notification will be in accordance with seniority, the most senior employee will be notified first. The recalled Nurse(s) shall have fourteen (14) calendar days to reply to recall. Any failure to reply shall be deemed a rejection and the nurse(s) shall be removed from the call back list.

ARTICLE 4
WORK YEAR AND HOUR OF WORK

- 4.1 The work year shall commence one (1) day before the student school year starts and end on the last day of the student year.
- 4.2 Normal work day for nurses shall be seven hours per day Monday through Friday. Working hours will be determined by the administration based upon the hours of student school day at each school.
- 4.3 The nursing staff shall have all school holidays and school recesses, as provided in the official school calendar, as days off, provided school is not in session and the students are not required to attend. Nothing in this provision shall be construed as providing Nurses fewer than 182 work days per year. Commencing in the 2014-2015 contract year, Nurses will be paid seven hours at each Nurse's daily rate of pay for Thanksgiving Day; commencing in the 2015-2016 contract year, Nurses will be paid seven hours at each Nurse's daily rate of pay for Christmas Day.
- 4.4 If Principals require Nurses to work beyond their scheduled work day, the Nurse will be compensated at one and one-half (1 ½) times their regular hourly salary* of pay for all time worked beyond forty (40) hours per week.

(*Salary divided by work day/year, divide by work day hours)

- 4.5 Nurses may request of their building principal to leave early on days that students have an early dismissal and after all buses have left, without a loss of pay.
- 4.6 The Nurses shall receive an uninterrupted thirty (30) minute paid lunch period. During this thirty (30) minutes paid lunch period, they shall be available within the building and on call.
- 4.7 Work days beyond the normally accepted school year calendar of 181 days plus the one additional day per Section 4.1 above, shall be compensated at an hourly rate. The Board of Education will specify the number of work days for Nurses in the work year through the school calendar. Prior approval from the building administrator must be obtained before days, or parts thereof, can be worked beyond the normally accepted student school year. If the building administrator is not available, the Superintendent must provide prior approval.

ARTICLE 5
SICK LEAVE

- 5.1 Sick leave shall be considered to be an absence from duty with pay for illness, injury and medical reasons.
- 5.2 Each current employee, as of June 30, 1999, shall be granted fifteen (15) paid sick leave days the start of each school year. Said days may be accumulative year to year up to 180 days.

Employees hired July 1, 1999 and thereafter shall be granted ten (10) paid sick leave days the start of each school year. Said days may be accumulated year to year up to 90 days.
- 5.3 As employees of the District, worker's compensation insurance will be provided and paid for by the Board for work related injuries or illness.
- 5.4(a) For employees who commenced employment prior to July 1, 1999, upon retirement with more than ten (10) years of service, an employee shall receive sixty per cent (60%) of all of her unused sick leave in monies at a rate of her salary in effect at the time of retirement divided by the work day year, with a cap of ninety-five (95) days.
- 5.4(b) For employees who commenced employment between July 1, 1999 and June 30, 2008, upon retirement with more than ten (10) years of service, an employee shall receive fifty per cent (50%) of all of her unused sick leave in monies, at a rate of her salary in effect at the time of retirement, divided by the work day year, with a cap of sixty-five (65) days.
- 5.4 (c) For employees who commence employment after July 1, 2008 and thereafter, upon retirement with more than ten (10) years of service shall receive twenty-five

per cent (25%) of all of their unused sick leave in monies at a rate of their salary in effect at the time of retirement, divided by the work day year, with a cap of fifty-five (55) days.

- 5.5 (a) In the event of the death of an employee who commenced employment prior to July 1, 1999, with more than ten (10) years of service, the employees estate shall receive sixty percent (60%) of all of her unused sick leave monies at a rate of her salary in effect at the time of death divided by the work day year, with a cap of ninety-five (95) days.
- 5.5 (b) In the event of an employee who commenced employment between July 1, 1999 and June 30, 2008 with more than ten (10) years of service, the employee's estate shall receive fifty per cent (50%) of all of her unused sick leave in monies, at a rate of her salary in effect at the time of death divided by the work day year, with a cap of sixty-five (65) days.
- 5.5 (c) In the event of the death of an employee, hired July 1, 2008 or thereafter with more than ten (10) years of service, the employee's estate shall receive twenty-five per cent (25%) of all of her unused sick leave in monies, at a rate of her salary in effect at the time of death divided by the work day year, with a cap of fifty-five (55) days.

ARTICLE 6 **PAID LEAVE OF ABSENCE**

- 6.1 Personal leave days may not exceed four (4) paid personal leave days per fiscal year for employees hired on or after 7/1/99. Personal leave days may not exceed five (5) paid days per fiscal year for employees hired before 7/1/99. Personal leave must be requested and approved one (1) week in advance (except in cases of emergency) with the building principal.

When requesting same, the employees shall provide a topical reason (e.g., legal, family business) for said leave, which cannot be accomplished during the working day.

- 6.2 For death in the immediate family, not to exceed three (3) paid days, in each incident. The immediate family shall be spouse, children, mother, father, brother, sister, mother-in-law, and father-in-law. An additional two (2) days may be granted with the Superintendent's approval.
- 6.3 Each employee shall be entitled to three (3) paid family illness days per fiscal year. Such days (when used) will be deducted from the employee's accumulated sick leave time.
- 6.4(a) Leaves of absence without pay shall be granted after the completion of three (3) years of service, up to one year to further or complete education. There shall be

no loss of seniority and upon return, the employee shall be placed at the same salary level she was at when she left. Within six (6) months of return, her salary shall be adjusted to the rate in effect for the remainder of the school year.

- 6.4(b) Leaves of absence without pay shall be granted for child rearing without loss of seniority and upon return the employee shall be placed at the salary in effect at her return. No leave of absence pursuant to this section may exceed twelve months.
- 6.5 During a leave of absence, a Nurse will be given the option of maintaining all her insurance benefits provided she pays the premiums.
- 6.6 If an employee is summoned to jury duty the District shall pay the difference between the employee's salary and the amount received for jury duty per statute.
- 6.7 During the terms of this Agreement, Nurses will be given time for the purposes of attending workshops, etc. to fulfill the minimum of ten (10) hours/two (2) years mandated for school nurses by the State of Connecticut and also to enhance the knowledge of the practicing school nurse. This training can be done during regularly assigned working hours. Not more than two (2) Nurses will be released for training at any given time except for the State Nurses' Conference where all Nurses will be permitted to attend if a sufficient number of substitute nurses can be identified.

ARTICLE 7

HEALTH INSURANCE AND PENSION

- 7.1 Employees eligible to receive group health insurance benefits will receive them beginning on the first of the month following their second month of employment. Employees shall contribute on a monthly basis to the cost of the group health insurance benefits that they receive for themselves and any eligible dependents as follows:

For the PPO plan:

July 1, 2014 to June 30, 2015, fourteen percent (14.0%) of the premium.

Effective July 1, 2015: seventeen percent (17.0%) of premium.

Effective July 1, 2016: twenty two percent (22.0%) of premium. Effective July 1, 2017, any employee choosing coverage in the PPO plan shall additionally be responsible for paying the difference between the Board's share of the High Deductible Health Plan ("HDHP") insurance premium, as set forth in Section 7.4a below, and the total cost of the PPO premium

- 7.2 A copy of the Board's health insurance plan is on file in the Superintendent's office and is available for inspection.
- 7.3 .

The PPO plan includes co-payments as follows: In Network – Office visit \$20, Specialist visit \$20; Hospital \$100, Urgent Care \$35, Outpatient Surgery \$100, Ambulatory Surgery \$100; Emergency Room (in network and out of network) \$35; Hearing Screening \$20; Maternity Care \$20 (initial visit); Allergy Services (office visits and testing); Skilled Nursing Facility (up to 120 days per calendar year) \$100.

- 7.4 3-Tier prescription drug program with unlimited annual maximum and co-payments as follows: \$10 for generic drugs, \$25 for listed brand-name drugs and \$35 for non-listed brand-name drugs. Mail Order: The \$10 generic/\$25 listed brand name/\$35 non-listed brand name co-payment and an unlimited annual maximum apply; for 31 day to 100 day supply, two co-payments will apply, as follows: \$20 generic/\$50 listed brand name/\$70 non-listed brand name.
- 7.4a In lieu of the PPO plan offered above, employees can then elect to receive insurance via a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) feature. The HDHP shall include (with a HSA feature) a \$2,000 individual and \$4,000 family deductible. The Board will fund 50% of the deductible of such a plan. Effective July 1, 2019, the Board will fund 30% of the deductible. Effective July 1, 2020, the Board will fund 25% of the deductible. Notwithstanding the foregoing, the premium cost sharing for those employees participating in the HDHP will be as follows: i) 13.5%, effective July 1, 2017, ii) 14%, effective July 1, 2018, iii) 14.5%, effective July 1, 2019, and iv) 15%, effective July 1, 2020. .
- 7.5 A copy of the Board's dental plan is on file in the Superintendent's office and is available for inspection.
- 7.6 Life Insurance in the amount of one and one-half (1 ½) times base salary.
- 7.7 Upon retirement with more than ten (10) years of service under the Regional School District Pension Plan and/or the social security system, a retired employee may elect to continue coverage without interruption in any of all the health insurance plans in effect. The employee must elect to continue at the time of retirement and shall not be granted this election at any subsequent time. The employee shall pay the cost of the premiums.
- 7.8 The Regional School District No. 14 Pension Plan will be provided for all school Nurses who meet eligibility requirements at no cost to them. The pension plan shall be attached and made part of this Agreement.
- 7.9 The Board shall offer an IRS § 125 Plan to permit group health insurance premium share payment, eligible medical expenses and dependent care expenses to be paid pre-tax.

- 7.10 Notwithstanding any other provision in this Agreement to the contrary, the Board may change or substitute insurance carriers, administrators or managed care organizations for the above-referenced health benefit programs as long as the level of benefits, as stated in the plan of benefits, is equivalent to or better than the existing program. The new carrier network must have an 85% or better match.

The Group shall be consulted regarding any proposed insurance carrier change. Any dispute regarding "equivalent to or better" shall be resolved in arbitration, by submission of the dispute to the American Arbitration Association for a binding arbitration award pursuant to the voluntary rules of that Association. The costs of arbitration shall be shared by the parties 75% Board and 25% Union.

- 7.11 If the total cost of a group health insurance option offered under this contract triggers the Excise Tax provision of the Patient Protection and Affordable Care Act during the course of this contract, either party shall have the right to initiate negotiations. Such negotiations shall be limited solely to medical insurance issues only.

ARTICLE 8 **TUITION REIMBURSEMENT**

- 8.1 Courses eligible for tuition reimbursement must be approved prior to taking the course by the Superintendent. Courses to be considered would be those involving public health, child development, sociology, mental health, nutrition, school nursing or those leading to a degree with emphasis on health, mental health, education and/or school nursing.
- 8.2 To receive reimbursement a Nurse must attain a minimum of a grade B.
- 8.3 There will be no limit to the number of courses approved with tuition being reimbursed on a first request first serve basis. First preference shall be given to those who have not already received approval for a least one (1) course during each fiscal year. Reimbursement shall be no more than six hundred dollars (\$600) per fiscal year per nurse.

ARTICLE 9 **CONDITIONS OF EMPLOYMENT**

- 9.1 A copy of this Agreement shall be given to each Nurse within thirty (30) days of signing. A new employee shall receive a copy on their date of hire.
- 9.2 All Nurses will be required to compile and submit to the principals of their respective schools, an annual report at the end of each school year.
- 9.3 No employee shall suffer a loss of pay if called to labor-management meetings, grievance meetings, grievance arbitration hearings, labor relation board hearings, and negotiating meetings if held during working hours.

- 9.4 It shall not be required of the Nurses to obtain substitutes in the event of their absences. No more than two (2) employees shall receive pay for attending any such meetings.

ARTICLE 10
DISCIPLINARY ACTION

- 10.1 No employees shall be discharged without just cause.
- 10.2 A written statement setting forth reasons for such discipline shall be given to the employee and Union President.

ARTICLE 11
GRIEVANCE PROCEDURE

- 11.1 For purposes of this Agreement, a grievance shall be defined as any conflict in application, meaning or interpretation of a specific provision of this Agreement. A grievance must be filed within fifteen (15) days of the incident giving rise to the grievance.
- 11.2 The first step in the grievance procedure consists of the Union's presentation of the grievance to the Principal in writing, who will schedule a meeting within ten (10) working days of receipt to discuss the grievance. The Principal shall render a decision in writing to the Union within ten (10) working days from the date of the grievance meeting.
- 11.3 If a grievance is not satisfactorily resolved at Step I, the grievance shall be submitted in writing to the Superintendent of Schools, within (10) working days of the Principal's answer. The Superintendent of Schools shall have a ten (10) work day limit to schedule a meeting with the grievant and the Union and render a decision in writing to the Union within ten working (10) days of the meeting.
- 11.4 If a grievance is not satisfactorily resolved at Step II, the grievance shall be submitted in writing to the Board of Education Chairman, within ten (10) working days of the Superintendent's answer. The Chairman shall have a ten (10) work day time limit to schedule a meeting with the grievant and the Union and render a decision in writing to the Union within ten (10) working days of the meeting.
- 11.5 If a grievance is not satisfactorily resolved at Step III within a fifteen (15) day period from the date of receipt of the decision, the Union shall submit the grievance to the Connecticut State Board of Mediation and Arbitration, in accordance with its rules and regulations, unless the subject of the grievance concerns termination of employment in which case the Union shall submit the grievance to the American Arbitration Association in accordance with its

voluntary arbitration rules and regulations. The Arbitration decision shall be final and binding. The Arbitration costs shall be borne equally by both parties.

ARTICLE 12
WAGES AND LONGEVITY

- 12.1 Nurses annual salary shall be effective as follows (assuming a 182 day work year per Section 4.7, infra):

July 1, 2017 \$61,184
July 1, 2018 \$62,407 July 1, 2019 \$63,968
July 1, 2020 \$65,887

New employees shall start at the above rate in effect at the time of their hire.

- 12.2 An Additional \$900 per year will be paid to a Nurse holding a B.S. or B.A. degree.
- 12.3 For purposes of salary computation (i.e., daily rates or hourly rates of pay) throughout this agreement the following will be applicable:

Annual Salary ÷ Work Days = Daily Rate
Daily Rate ÷ Daily Work Hours = Hourly Rate

- 12.4 Longevity shall be paid to the employee in the following amounts within thirty (30) days of their anniversary date, annually.

Completion of 10 -14 years of service	\$500
Completion of 15-19 years of service	\$700
Completion of 20 years or more of service	\$900

- 12.5 All employees will receive their pay through mandatory direct deposit.

ARTICLE 13
MANAGEMENT

- 13.1 Except as specifically set forth in this Agreement, the management of the schools, the manning of the same and the direction of the working forces will vest solely in the Employer, including the right to hire, transfer, promote, retain, for proper cause to discipline or discharge, establish and maintain standards of quality, efficient operation and employee competency, to relieve employees from duties because of lack of work and to determine schedules of operations. If not

specifically set forth in this Agreement, there shall be no abridgment or diminutives of any function, authority, right or responsibility of the Employer.

- 13.2 The Employer reserves the right to promulgate from time to time reasonable rules and regulations governing the attendance of employees, their performance of work and their conduct on the job as well as all other reasonable rules and regulations which may be established.

ARTICLE 14
FULL AND COMPLETE AGREEMENT

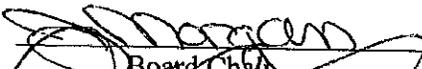
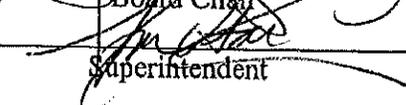
- 14.1 This Agreement contains the full and complete agreement between the Board and the Nonnewaug School Nurses on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether if is covered or not covered in this Agreement. Any item not covered in the Agreement may be governed by existing policies, rules or regulations of the Board, or by the modification, amendment, or adoption of Board policies, rules or regulations. All past practices, procedures and customs not specifically incorporated in or protected by this Agreement are hereby rendered null and void.

ARTICLE 15
DURATION

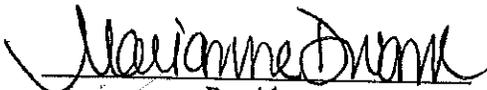
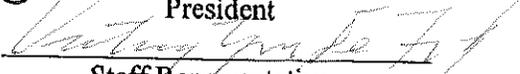
- 15.1 This Agreement shall be effective when signed and shall remain in effect through June 30, 2021.

IN WITNESS WHEREOF, the parties have caused their names to be signed on the
15th day of JUNE, 2017.

REGIONAL SCHOOL DISTRICT
NO. 14 BOARD OF EDUCATION


Board Chair

Superintendent

LOCAL 1303-247 OF COUNCIL 4
AFSCME, AFL-CIO


President

Staff Representative