

AGREEMENT

BETWEEN

THE COVENTRY BOARD OF EDUCATION

AND

LOCAL 1303-58, COUNCIL #4, AFSCME, AFL-CIO

NURSES

Effective through June 30, 2020

5787684v1

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>HEADING</u>	<u>PAGE</u>
I	Recognition	1
II	No Discrimination and No Lockout	1
III	Education Requirement	1
IV	Union Security and Dues Deduction	1
V	Seniority	2
VI	Layoffs	3
VII	Discipline	3
VIII	Leave of Absence	4
IX	Sick Leave	4
X	Professional Leave and Expenses	5
XI	Worker's Compensation	6
XII	Job Descriptions	6
XIII	Safety and Health	7
XIV	Personnel Records	7
XV	Grievance Procedure	8
XVI	Personal Leave	9
XVII	Bereavement Leave	9
XVIII	Separation Allowance	9
XIX	Pension	9
XX	Mileage Reimbursement	10
XXI	Prior Practice	10
XXII	Evaluation	10
XXIII	Hours of Work and Work Schedules	10
XXIV	Jury Duty and Subpoena Leave	11
XXV	Staffing Ratio	11
XXVI	Salaries	11
XXVII	Insurance	12
XXVIII	Longevity	14
XXIX	Other Wages	15
XXX	Savings Clause	15
XXXI	Rights and Responsibilities of the Board of Education	16
XXXII	Duration and Renewal	17
APPENDIX A	Early Childhood Center	18

ARTICLE I  
RECOGNITION

The Board of Education recognizes the Union as the sole and exclusive bargaining agent for purposes of collective bargaining in all matters of wages, hours and other conditions for all Coventry Public School Nurses.

ARTICLE II  
NO DISCRIMINATION AND NO STRIKE OR LOCKOUT

1. There shall be no discrimination, coercion or intimidation of any kind against any employee or the Board for any reason whatsoever including marital status, age, sex, race, creed, color, religious belief, sexual orientation, gender identity, physical or mental disability, or association activity, either by the Board or by the Union.
2. The Board agrees that it will not lock out the employees covered by this Agreement during its term.
3. The employees expressly agree that during the life of this contract there will be no strikes, slowdowns, work stoppages, or mass resignations or other similar forms of interference with the operation of the school district.

ARTICLE III  
EDUCATION REQUIREMENT

During the term of this Agreement, employees shall not be required to hold a Bachelor's Degree in Nursing, unless otherwise required by State law.

ARTICLE IV  
UNION SECURITY AND DUES DEDUCTION

1. Each employee covered by this Agreement shall be required, as a condition of continued employment, to become a member of the Union or pay an agency fee on or within thirty (30) days of the date of hiring or the effective day of this Agreement, whichever is later. Said agency fee shall be in an amount determined by the Union in accord with the applicable law.
2. Upon receipt of a signed authorization form from the employee involved, the Board agrees to deduct such membership dues or agency fees as may be fixed by the Union.

3. Deductions shall be made during the regular biweekly payroll and shall be remitted to Council #4 no later than fifteen (15) days after such deductions have been made along with a list of employees from whom the deductions have been made.
4. The Union agrees to indemnify and hold the Board harmless for any and all claims, judgments, loss or damage, including court costs, attorney's fees and other cost arising out of this Article whether in judicial, administrative, arbitration or other proceedings.
5. The Board will provide each employee with a copy of the Agreement within thirty (30) days after the date of the signing of this Agreement. New employees will be provided with a copy of this Agreement at the time of hire. Five (5) signed copies will be sent to the Council #4 Office by the Board within thirty (30) days after the signing of this Agreement.

**ARTICLE V**  
**SENIORITY**

1. Seniority will be defined as the length of employment within the bargaining unit.
2. Seniority shall be deemed broken only by the following:
  - Discharge for just cause.
  - Retirement, except credit for service shall be restored if any employee returns to service within the bargaining unit within five (5) years of retiring.
  - Voluntary resignation provided that seniority shall be reinstated if the employee is rehired within one year.
3. Seniority accumulation shall be deemed suspended but not broken during any approved leave of absence.
4. New employees shall serve a probationary period of one hundred twenty (120) working days and shall have no seniority rights during this period. During the first year of employment, new employees shall not advance a step on the Salary Schedule if hired within ninety (90) days prior to July 1 of any given calendar year. Probationary employees shall be subject to all other provisions of this Agreement except the grievance procedure in the event of disciplinary action or dismissal. All employees who have completed the probationary period shall acquire length of service records as of the date of their employment.
5. The Board shall prepare and maintain, subject to examination by Union representatives, a seniority list. This seniority list shall record the name, job title, work location and date of hire of each employee in the bargaining unit, and

arrange such information from the most senior to the least senior employee in the unit. The Union shall be provided with a copy of the seniority list on October 1 of each year.

## ARTICLE VI LAYOFFS

The Board reserves the right to create and eliminate positions. Should the Board eliminate a position, reduction in force shall be governed by the following procedure:

1. The Board shall give the Union and the affected employee(s) forty five (45) days written notice of the layoff under normal circumstances.
2. The least senior employee shall be laid off first.
3. The employee laid off may request in writing that his/her name be kept on a recall list for a period of two (2) years from the date of a layoff. During that time, said employee(s) (in seniority order) shall be offered recall to any vacant nursing position before any new employee is hired for that position. A letter mailed to the last known address shall constitute sufficient notice. Employees shall respond in writing within seven (7) days of receipt of notification. Failure to respond or refusal of the appointment shall terminate recall rights under this section.

## ARTICLE VII DISCIPLINE

1. No employee shall be discharged or otherwise disciplined without just cause.
2. Except for major infractions, disciplinary actions shall normally be in the following order:
  - A. Verbal warning;
  - B. Written warning;
  - C. Suspension; and
  - D. Discharge

All suspensions and discharges shall be given in writing to the employee and shall state the reason for such action. A copy shall be forwarded to the Union at the time of the suspension or discharge.

3. If the Board reprimands an employee, it shall be done privately.

**ARTICLE VIII**  
**LEAVE OF ABSENCE**

1. In addition to any unpaid leave to which an employee may be entitled under the terms of the Family and Medical Leave Act, leave of absence without pay with the position held may be granted by the Board for one (1) year or less for the purpose of:
  1. Personal illness
  2. Family illness
  3. Professional improvement
  4. Child rearing

An employee on an approved non-FMLA or non-workers' compensation leave of absence without pay for greater than one (1) month shall be responsible for the full cost of his or her health insurance plan, unless otherwise required by law.

2. An employee who returns from an approved leave of absence shall reenter at a step no higher than one (1) above that which he/she worked during his/her last full fiscal year of employment.
3. An employee who returns from an approved leave shall have available and maintain all seniority rights and earned leave balances as accrued at the time the leave commenced.

**ARTICLE IX**  
**SICK LEAVE**

1. Nurses shall be entitled to an allowance of full salary for fifteen (15) days per year of service.

Sick leave shall only be used in the following cases:

- (a) Personal illness or physical incapacity; or
  - (b) Enforced quarantine of the employee in accordance with community health regulations; or
  - (c) To care for the illness or physical incapacity of the employee's spouse, parents, grandparents, brother, sister, child or grandchild, mother and father in-law, brother and sister in-law and any relative who is domiciled in the employee's household.
2. For absences of more than three (3) consecutive days, a doctor's certificate may be submitted upon the request of the Superintendent. The Superintendent reserves the right to require medical verification of use of sick time in cases of suspected abuse or in the interest of health and safety. Before requesting medical

verification in cases of suspected abuse of sick time, the Board must have warned the employee in question about the suspected abuse at least once. The Board shall pay the cost of any doctor's visit required to verify use of sick time in case of suspected abuse.

3. Unused sick leave will be allowed to accumulate to a maximum of 184 days. Each nurse will be provided no later than October 15 with a statement of his/her accumulated sick leave.
4. Upon expiration of sick leave allowed by the Board of Education, a nurse may request additional unpaid sick leave from the Board in exceptional cases. Denial of such requests shall not be arbitrary or capricious.
5. Employee hired before January 1, 2008, shall be entitled upon retirement or layoff to a payment at the rate of \$130 per day for one-half of all accumulated sick days to a maximum of 184; i.e. payment for no more than 92 days. Employees hired on or after January 1, 2008 shall be entitled to yearly payments of up to two (2) accumulated sick days at the end of each fiscal year, at the rate of \$193.30 per day, after ten (10) complete years of continuous service.

#### ARTICLE X PROFESSIONAL LEAVE AND EXPENSES

1. Nurses shall be allowed three (3) days for professional purposes such as institutes, meetings, conferences and certification courses, with prior written approval from the Superintendent.
2.
  - A. Nurses who are selected or delegated by the Superintendent to attend professional meetings or conferences away from town shall be reimbursed for travel at the rate of current IRS reimbursement when automobile travel is approved or reimbursement in full for any other mutually agreed upon means of transportation. Meal expenses shall not exceed \$34 per day to be spent in the following manner: \$7 limit for breakfast, \$9 limit for lunch, and \$18 for dinner (supper). Nurses leaving their school prior to 7:00 a.m. shall qualify for breakfast expenses, and those returning home after 7:00 p.m. shall qualify for dinner expenses. If conference fees for meals are higher than those aforementioned, the nurse shall be fully compensated with prior approval of the Superintendent.
  - B. Nurses who are selected or delegated by the Superintendent and with the approval of the Board to attend professional meetings or conferences away from town and greater than one day's duration shall be reimbursed at the rate of \$75 per day of lodging. Receipts must be provided for all expenses for which reimbursement is desired.

3. The Board shall provide each employee with two (2) laboratory coats during each school year. Each employee will be responsible for cleaning and maintaining his/her laboratory coats.
4. Each year, the Board shall pay the membership fee for each nurse to be members of the National Association of School Nurses ("NASN").

**ARTICLE XI**  
**WORKERS' COMPENSATION**

1. Worker's Compensation, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his or her duties. The Board covers all employees with Workers' Compensation insurance, which pays an eligible employee a percentage of his earnings during the period of absence. The difference between his or her Workers' Compensation and his or her current salary shall be provided by the Board of Education for up to thirty (30) working days each year.
2. If an employee is assaulted while acting in the discharge of his or her employment or under the direction of the Board or its designee in accordance with Conn. Gen. Stat. Section 10-236a, the Employee shall not forfeit any sick leave or personal leave for any absence arising out of or from such assault. The difference between his or her Workers' Compensation and his or her current salary shall be provided by the Board.

**ARTICLE XII**  
**JOB DESCRIPTIONS**

1. Each employee upon promotion or appointment and thereafter upon request shall be given a copy of his/her job specification. Work assignments shall be in accordance with that job specification.
2. Wherever a phrase "and performs related duties as required..." appears in the job specifications for job classifications within this bargaining unit, the term "related duties" shall be interpreted to mean duties and responsibilities which could reasonably be expected to be required in accordance with the overall job specification.
3. When an employee performs the work of the Nurse Coordinator, he or she alone shall be paid at the rate of the Nurse Coordinator.
4. No employee shall be given any regularly added duties out of his or her job description.

ARTICLE XIII  
SAFETY AND HEALTH

1. The Board shall maintain reasonably safe and healthy work sites.
2. Whenever an unreasonably unsafe or unhealthy condition exists, the Board shall take reasonable steps to correct such condition(s) immediately.
3. No employee shall be required to work on, with, or about an unreasonably unsafe piece of equipment or under unreasonably unsafe or unhealthy conditions.
4. The Employee shall follow accepted practice of health and safety.

ARTICLE XIV  
PERSONNEL RECORDS

1. An employee's personnel file shall be defined in accordance with Section 31-128 of the Connecticut General Statutes, which defines a personnel file as papers, documents and reports, including electronic mail and facsimiles, pertaining to a particular employee that used or have been used by an employer to determine such employee's eligibility for employment, promotion, additional compensation, transfer, termination, disciplinary or other adverse personnel action including employee evaluations or reports relating to such employee's character, credit and work habits, as same may be amended from time-to-time.
2. Any employee covered by the Agreement shall at his or her request be allowed to review his or her personnel file after having given one (1) working day's notice.
3. No new material shall be placed in an employee's file unless the employee has had the opportunity to read it, sign it and retain a copy of it. If the employee refuses to sign any new material to be placed in an employee's file then it shall be noted on the document, signed by the administrator and a copy given to the employee.
4. If there is disagreement with any information in a personnel record, the Board and the employee may mutually agree to remove or correct it. If agreement is not reached the employee may submit a written statement explaining his or her disagreement. This statement must be retained in the personnel record.

ARTICLE XV  
GRIEVANCE PROCEDURE

For the purpose of this Agreement, the term grievance means a dispute concerning the violation, interpretation or application of a specific provision of this Agreement

1. Any such grievance shall be settled in accordance with the following grievance procedure:
  - (a) Step One: The aggrieved employee and/or his or her steward shall, within ten (10) working days of the occurrence, take up the grievance matter in writing with the Director of Pupil Services, or his or her designee, in an effort to get the grievance resolved immediately.
  - (b) Step Two: If the grievance is not settled in Step 1, the grievance will be submitted to the Superintendent within ten (10) workdays of the immediate supervisor's decision at Step 1. The Superintendent, or the Business Manager as his or her designee, will adjust the grievance at once or give an answer to the Union in writing within ten (10) workdays of receipt of the grievance.
  - (c) Step Three: If the aggrieved party and the Union are not satisfied with the answer given by the Superintendent, or the Business Manager as his or her designee, they may submit the grievance to the Board of Education within ten (10) working days of the Superintendent's response. The Board shall arrange a hearing with the grieving party and the Union representative in an attempt to resolve the issue.
  - (d) Step Four: If the Union is not satisfied with the answer given by the Board, it may submit the grievance to the State Board of Mediation and Arbitration within twenty (20) working days of the Board's decision to be resolved and, in the event arbitration takes place, the answer shall be final and binding. The Arbitration Panel or single arbitrator shall have no authority to add to, delete from, or otherwise to modify the terms of this Agreement in any way.

The Board shall allow the employee and the Union Steward or Officer the necessary time off without loss of pay to resolve any such grievance.
2. The Union shall have the right to advance the grievance to the next step if the Board's representative does not respond within the time limits at his/her level. Failure to appeal the grievance within the time limits shall constitute settlement of the grievance. The parties shall have the right to extend any of the time limits for the grievance procedure by mutual agreement in writing.

ARTICLE XVI  
PERSONAL LEAVE

1. Each employee shall be entitled to three (3) paid days for personal business each year that cannot be scheduled outside of the regular work day. Employees shall give twenty-four (24) hours notice, if possible, when personal leave days are taken. Each employee may carry over two (2) personal days per year into the following year.
2. Additional paid personal days may be granted by the Superintendent upon request for religious days. Such days shall not exceed two (2) each year. Denial of such requests shall not be arbitrary or capricious.

ARTICLE XVII  
BEREAVEMENT LEAVE

Each employee shall be entitled to be absent with full salary not to exceed five (5) days for the death of spouse, child, parents, brother, sister and parents of current spouse. For the death of other members of the immediate family, this absence shall not exceed three (3) days. Members of immediate family include grandparents, grandchildren, brother-in-law and sister-in-law, and any relative who resides in the employee's household.

ARTICLE XVIII  
SEPARATION ALLOWANCE

Each employee hired on or before July 1, 2013, who voluntarily leaves his or her employment or is laid off after ten (10) years of service shall receive a lump sum payment of thirty-five (\$35) per year for each year of service as a separation allowance.

ARTICLE XIX  
PENSION

The members of the bargaining unit shall continue to participate in the Town of Coventry Pension Plan in accordance with the terms and conditions of said plan, as amended from time to time, as negotiated. The Pension Plan is handled through the Pension Committee appointed by the Town Council.

ARTICLE XX  
MILEAGE REIMBURSEMENT

When employees use their own automobile on assigned business approved by the administration, they shall be reimbursed at the current IRS rate.

ARTICLE XXI  
PRIOR PRACTICE

All rights, benefits, and privileges that employees have enjoyed prior to this Agreement shall remain in full force and effect except and unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

ARTICLE XXII  
EVALUATION

The Board and/or Superintendent and Director of Pupil and Staff Support Services shall develop an evaluation process and instrument which shall be used by the Director of Pupil and Staff Support Services in annual written evaluation.

ARTICLE XXIII  
HOURS OF WORK AND WORK SCHEDULES

1. Each employee covered by this Agreement shall work one hundred eighty-six (186) days between July 1 and June 30 each contract year. The additional two (2) days per year will be determined by each building's principal.
2. A workday shall be defined as any day that an employee is required to attend school with or without students in attendance.
3. The workday shall regularly be seven (7) hours and twenty (20) minutes long and will commence at a time mutually agreed upon by the nurse, the Director of Pupil and Staff Support Services and the building Administrator. In the event an agreement cannot be reached, the Superintendent of Schools will establish the workday.
4. The assignment of any nurses employed by the Board which requires travel between schools on a given day shall not normally cause said nurse to work in excess of seven (7) hours and twenty (20) minutes a day.
5. Each employee shall have a duty-free lunch period of thirty (30) minutes. Nurses who have their lunch period interrupted by serious pupil and staff needs, may take compensable time after providing the needed services.

**ARTICLE XXIV**  
**JURY DUTY AND SUBPOENA LEAVE**

Nurses called for jury duty shall notify the Superintendent within forty-eight (48) hours of receiving notice of jury duty. He/she shall receive the necessary leave to fulfill this legal obligation. During that period, a nurse will receive all normal pay and benefits, less that which is received by the individual as jurors' pay. The Board will not be liable for transportation. Employees will be entitled to any monies received from the court as a transportation reimbursement.

**ARTICLE XXV**  
**STAFFING RATIO**

When a nurse is absent, reasonable efforts will be made to assign a substitute nurse to that work location. If a substitute nurse is not available the nurse assigned to cover at that location will be paid one and one-half (1 ½) times their daily rate of pay for the hours assigned.

**ARTICLE XXVI**  
**SALARIES**

1. Each employee shall be paid in accordance with the following salary schedule as indicated:

	<b>2017-18*</b>	<b>2018-19</b>	<b>2019-20</b>
Step 1	41,052	41,873	42,710
Step 2	42,035	42,876	43,734
Step 3	43,043	43,904	44,782
Step 4	44,032	44,913	45,811
Step 5	45,030	45,931	46,850
Step 6	46,020	46,940	47,879

\*Effective retroactive to July 1, 2017.

2. The nurse performing the nurse coordinator function (he or she alone) shall receive a per diem stipend equivalent of ten percent (10%) of the per diem rate of their current salary step.
3. Nurses will advance one (1) step each on July 1, 2017 (effective retroactive to July 1, 2017); July 1, 2018; and July 1, 2019.

4. Any nurse whose degree status changes during the school year shall receive the salary stipend beginning in September or February (whichever comes first) following the degree change.
5. For each workday in excess of one hundred eighty-six (186), each employee shall receive an amount equal to his or her current salary rate divided by one hundred eighty-six (186).
6. Nurses with a B.A. or B.S. degree in nursing or an allied field, subject to the reasonable determination of the Director of Pupil Services, shall receive a stipend of two and one-half percent (2.5%) of their base pay.

ARTICLE XXVII  
INSURANCE

1. An employee may elect single, two person, or family health insurance coverage from one of the plans described below:
  - A. Preferred Provider Plan with the following:
    1. Thirty dollar (\$30) office co-pay.
    2. Five hundred dollar (\$500) in-patient hospitalization co-pay.
    3. Seventy-five dollar (\$75) emergency room co-pay.
    4. Seventy-five dollar (\$75) urgent care co-pay.
    5. Two hundred fifty dollar (\$250) outpatient surgery co-pay.
    6. Three-Tier Drug Program:
      - a. Ten dollar (\$10)/twenty-five dollar (\$25)/forty dollar (\$40) co-pay.
      - b. Unlimited annual maximum.
      - c. Two (2) times the applicable co-pay for mail order for a ninety (90) day supply.

Employees electing the Preferred Provider option shall pay 14.5% of the Board's premium costs effective July 1, 2017; 15.5% of the Board's premium costs effective July 1, 2018; and 16.5% of the Board's premium costs effective January 1, 2019.

- B. The Board shall provide individual basic dental coverage to all employees, subject to the premium cost sharing formula for the Preferred Provider Plan.

C. A High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) feature, including the following components:

Cost Share Provisions	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Co-insurance	100%	20/80% after deductible, up to co-insurance maximum
Annual Out-of-Pocket Maximum Co-insurance	\$2,000 individual coverage/\$4,000 family coverage	\$4,000 individual coverage/\$8,000 family coverage
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense/100% after deductible	

The Board will contribute fifty percent (50%) of the applicable HSA deductible amount. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on the employing Board's payroll dates. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

Employees electing the HSA shall pay 14.5% of the Board's premium costs effective July 1, 2017; 15.5% of the Board's premium costs effective July 1, 2018; and 16.5% of the Board's premium costs effective January 1, 2019.

- E. Group Life Insurance in the amount of \$30,000.
2. All employees shall be allowed to enroll in the Section 125 plan sponsored by the Town of Coventry.
  3. Employees on leave of absence shall be entitled to continue the insurance at their own expense. Arrangements for payments shall be made with the Office of the Superintendent.
  4. The Board agrees to pay the premium cost of each employee's Professional Liability Malpractice Insurance Policy up to a maximum cost to the Board of \$175 per employee per year.

5. The Board reserves the right to change carriers for the insurance listed above, provided that the level and administration of benefits is comparable. Within fifteen (15) days of being notified by the Board of a proposed change in carriers, the Union may request a meeting to discuss the comparability of benefits and administration. In the event that the Union disputes the comparability of the alternate carrier, it shall, within fifteen (15) days of such meeting, file for expedited arbitration in accordance with the procedures of the State Board of Mediation and Arbitration. If the Union does not request a meeting or file for arbitration within the fifteen (15) day time frames specified above, it shall be deemed to have accepted the alternate carrier.
6. The Employer will offer payment in lieu of benefits to each eligible employee hired on or before July 1, 2013. The amount to be paid shall be made in two (2) equal payments of eight hundred and fifty dollars (\$850.00) for family coverage, six hundred dollars (\$600.00) for two person coverage, and four hundred dollars (\$400.00) for single coverage in the first pay period of December and June of each contract year.
7. Any employee who, because of changed circumstances, wishes to revoke his or her insurance waiver may do so by notifying the Superintendent in writing. Upon receipt of such notification, the Superintendent will contact the applicable insurance carriers and request reinstatement of the employee under Board provided health insurance coverage. Reinstatement shall proceed in accordance with any restrictions imposed by the insurance carriers.
8. For each employee who retires from the Coventry Board of Education, the Board shall make available for the retiree and his/her dependents to purchase at the group rate, the Board's Group Insurance Program for the duration of this contract, until the retiree has reached Medicare eligibility.

Participation in the Health Insurance Plan shall be subject to Medicare regulations. Participants in the Life Insurance Plan will cease upon separation from employment. Thereafter, employees may purchase, at their own expense, the Life Insurance Plan subject to the restrictions of the carrier.

**ARTICLE XXVIII**  
**LONGEVITY**

Each employee with the years of service as of November 30<sup>th</sup> of each year as indicated shall receive a longevity payment due the first payroll week in December, as follows:

5 – 7 years of service	\$ 250
8-10 years of service	\$ 500
11-15 years of service	\$ 600
16-21 years of service	\$ 650

22+ years of service                      \$ 1,150

For employees hired on or after July 1, 2010, longevity payments shall begin upon the eighth (8<sup>th</sup>) year of service.

**ARTICLE XXIX**  
**OTHER WAGES**

Although nurses are considered salaried personnel, in unusual circumstances approved by the Superintendent or his designee in advance, an hourly rate (determined by individual salary rate) may be used for services performed which are construed to be "beyond normal expectations". For such services, the following categories are appropriate for hourly rates, straight time and time and one-half.

1.     Straight time shall be paid for:
  - A.     All scheduled work performed in excess of the established hours/day up to eight (8) hours in any workday;
  - B.     All scheduled work performed in excess of the established hours/week up to forty (40) hours in any workweek.
  
2.     Time and one-half shall be paid for:
  - A.     All scheduled work performed in excess of eight (8) hours in any workday;
  - B.     All scheduled work performed in excess of forty (40) hours in any workweek;
  - C.     All scheduled work performed on Saturday as such.

The hourly rate shall be 1/186 of the employee's annual salary rate divided by the established hours per day.

**ARTICLE XXX**  
**SAVINGS CLAUSE**

If any Article of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining Articles of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no Article thereof, shall become inoperative or fail by reason of the invalidity of any other Article. The parties do hereby declare that they would have severally approved of and adopted the Articles contained herein separately and apart from each other.

**ARTICLE XXXI**  
**RIGHTS AND RESPONSIBILITIES OF THE BOARD OF EDUCATION**

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provision of this Agreement, the Board of Education has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to, the following:

1. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Board of Education.
2. To establish or continue policies, practices and procedure for the conduct of the Board of Education business from time to time to change or abolish such policies, practices or deviate from procedures, practices or policies in exceptional cases after notice to and discussions with the Union.
3. To discontinue processes or operations, or to discontinue their performance by employees.
4. To select and to determine the number and type of employees required to perform the operations of the Board of Education.
5. To employ, transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board of Education.
6. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board of Education, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
7. To ensure that incidental duties connected with school operations, whether enumerated in job descriptions or not, shall be performed by employees.
8. To establish contracts or subcontracts for school operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by employees of the bargaining unit shall continue to be so performed unless, in the sole judgment of the Board of Education, it can be done more economically or expeditiously otherwise.

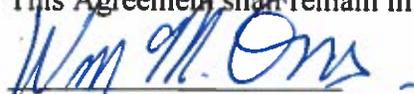
The above rights, responsibilities and prerogatives are inherent in the Board of Education and the Superintendent by virtue of statutory and charter provisions and are not subject to

delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

ARTICLE XXXII  
DURATION AND RENEWAL

1. No individual employee in the bargaining unit or representative, agent, or employee of the Board may enter into any separate agreement or understanding which will be inconsistent with the terms of this agreement. Any such separate inconsistent agreement will not be binding upon parties hereto, unless expressly adopted in writing and mutually agreed upon between the Board and the Union.
2. This contract may be altered or modified only by mutual agreement of the parties hereto in writing.
3. This Agreement shall be binding upon the Board and the Union from execution and shall continue in full force and effect until midnight of the thirtieth day of June, 2020, provided that salaries shall be retroactive to July 1, 2017. Negotiations for a successor Agreement shall commence according to the time frames contained in Conn. Gen. Stat. 7-473b.

This Agreement shall remain in full force and effect during such negotiations.

  
\_\_\_\_\_  
William M. Oros  
Chairperson, Board of Education

7/20/17  
Date

  
\_\_\_\_\_  
Therese McKeever  
Local Union President

9/27/17  
Date

  
\_\_\_\_\_  
Anthony Bento  
Staff Representative, CT Council #4  
AFSCME, AFL-CIO

10/5/2017  
Date

## APPENDIX A

1. Emergency nursing services will be provided at the Coventry Early Childhood Center ("CECC") by the nurse assigned to the Capt. Nathan Hale Middle School.
2. In recognition for Paragraph 1, the nurse assigned to Capt. Nathan Hale Middle School will receive an extra one (1) hour's pay per month.
3. The extra one (1) hour's pay per month will be paid in the first (1<sup>st</sup>) pay period during each of the ten (10) months of school (*i.e.* - September through June).
4. This Memorandum of Agreement shall not create a precedence or practice.