

AGREEMENT

BETWEEN

THE DARIEN BOARD OF EDUCATION

- AND -

**THE DARIEN REGISTERED NURSES' ASSOCIATION
LOCAL 1303 CHAPTER 141
OF COUNCIL #4 AFSCME, AFL-CIO**

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ARTICLE I
AGREEMENT

THIS AGREEMENT, entered into by and between the Darien Board of Education, hereinafter referred to as the "**Board**," and the Darien Registered School Nurses Association, Local 1303-141, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "**Union**."

ARTICLE II
PREAMBLE

The purpose of this Agreement is to establish fair and equitable employment conditions for the Nurses covered herein and an orderly system of mutually respectful and cooperative employer-employee relationships, in order that more efficient, effective and progressive health care services may be rendered.

ARTICLE III
RECOGNITION

Pursuant to Certification of Representative issued by the Connecticut State Board of Labor Relations in Case No. ME-3347 and in accordance with *Conn. Gen. Stat.* Section 7-467, as amended by Public Act 85-503 and Section 7-471, the Board hereby recognizes the Union as the representative of regular full-time and regular part-time registered nurses employed by the Board as school nurses; excluding the Director of Nurses and other supervisory employees, administrators, teachers and all other employees of the Board not specifically included in the unit, for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment. As used throughout this Agreement, the term "Nurses" will refer only to those nurses who are included in the bargaining unit represented by the Union.

ARTICLE IV
BOARD'S RIGHTS

The Board shall have the exclusive right, power and authority to exercise all the rights and privileges of management of the schools and direction of its Nurses, except to the extent that such rights, powers and authority are specifically limited by the express provisions of this Agreement.

ARTICLE V
THE NURSES' ROLE AS RESOURCE PERSONS

Upon request, Nurses will act as resource persons when questions related to their area of expertise are raised in the classroom. Nurses will be expected to cooperate with teachers and may be asked to work with them in the classroom. However, Nurses will not be expected

to have primary responsibility for planning and/or teaching health classes. This provision is not meant to describe the Nurses' duties in their entirety, but only to clarify the Nurses' function in the classroom.

ARTICLE VI **HOURS OF WORK**

Section 1. The normal work year for regular full-time Nurses shall be the normal school calendar plus a maximum of five (5) additional normal workdays for a total of 185 for the school year. Two of the workdays in excess of the school calendar shall be scheduled each year by the Nurse, with the approval of the Director of Health Services, on days between August 15 and the start of the school year for pupils and shall be utilized by the Nurse, working at the school building to which she is assigned, to update student health records and otherwise prepare for the students' return to school.

Section 2. A normal workday for regular full-time Nurses shall commence at least 15 minutes prior to the start of the school day for pupils and shall end no sooner than 15 minutes after the end of the school day for pupils; and Nurses shall stay at work as long thereafter as necessary to complete their work in a professional manner.

Section 3. Each regular full-time Nurse shall have a one-half hour duty free lunch period on each full normal workday (i.e., one that is not shortened by early dismissal), except for emergencies.

Section 4. Nurses may be required to attend a maximum of two (2) meetings a week if such meetings take place before or after the regularly scheduled workday. Required attendance shall not exceed one and one-half (1-1/2) hours per meeting and shall not exceed three (3) hours in any one (1) month. This Section will not apply to in-service training sessions or Planning and Placement Team (PPT) meetings.

Section 5. "Overtime work" shall be defined as any approved hours worked in excess of thirty-five (35) hours in a payroll week or for approved hours worked on Saturdays, Sundays and/or holidays recognized by this Agreement, except that pay for approved hours worked on recognized holidays shall be paid in addition to regular holiday pay. For extended assignments (e.g., overnight field trips), the Board reserves the right to negotiate a stipend for the assignment with the Union. Such assignments will be voluntary to the extent practicable (including offering the assignment to substitute nurses before making an assignment).

Section 6. No overtime work shall be performed unless authorized in advance by the Director of Finance. When attending to the emergency medical needs of a child requires the Nurse to work overtime, the overtime may be authorized subsequent to the event, rather than in advance, by the Director of Finance or, in his or her absence, by the Principal of the school at which the emergency arose.

Section 7. In scheduling compensatory time off, the Administrator will make a reasonable effort to accommodate the desires of the Nurse, subject to the needs of the system as determined by the Administrator and the requirements of the Wage-Hour laws. Disagreements between the Nurse and the Administrator will be resolved by the Director of Human Resources.

ARTICLE VII
SALARIES

Section 1. (a) Appendix A reflects an annual general wage increase of 2.0% to each classification retroactive to July 1 2017; an annual general wage increase of 2.0% to each classification effective July 1, 2018 and an annual general wage increase of 2.0% to each classification effective July 1, 2019. Annual degree stipends for Nurses who have a Masters Degree or Bachelors Degree will be calculated and added to Nurses' annualized salary.

(b) Any Nurse newly hired may, at the discretion of the Director of Human Resources, be paid at a rate of compensation that is ten percent (10%) less than the rate then in effect for the position for which the Nurse is hired, as set forth on Appendix A hereof, provided that upon successful completion of the Nurse's first six (6) months of employment, such Nurse will be paid 5% less than the regular Nurse's rate, and upon successful completion of one (1) year of employment, the Nurse's rate of compensation shall be increased to the then-applicable rate, as set forth on Appendix A hereof.

Section 2. A Nurse's *per diem* shall be established by dividing her regular annualized salary by 185 normal workdays. A regular full-time Nurse's regular straight-time hourly rate shall be established by dividing her *per diem* by seven (7) hours. A regular part-time Nurse regularly assigned to work a regular schedule consisting of at least twenty (20) hours of work per week will be paid at the regular straight-time hourly rate for a regular full-time Nurse for the time she works.

Section 3. Compensation for overtime work shall be as follows:

(a) Pay at the Nurse's regular straight-time hourly rate of pay for time she worked in excess thirty-five (35) hours in a payroll week but not in excess of forty (40) hours;

(b) Pay at one and one-half (1-1/2) times the Nurse's regular straight-time hourly rate of pay for time she worked in excess of forty (40) hours in a payroll week; or

Section 4. Degree Stipends. Regular full-time Nurses with the following degrees in nursing or a nursing-related field approved in advance by the Superintendent will have the following non-cumulative amounts added to their base annualized salaries, as set forth on Appendix A:

The BA stipend is \$2,200
The MA stipend is \$2,700

Section 5. Direct Deposit Effective July 1, 2011 all salaries will be paid via Direct Deposit.

Section 6. Bus Stipend Nurses who ride the bus to support specific students shall receive a stipend of \$1,500 per year.

ARTICLE VIII LEAVES

Section 1. Sick Leave. Nurses who are ill or otherwise similarly incapacitated shall be eligible for a maximum of twelve (12) days sick leave per year without loss of pay. Unused sick leave days from past years shall be cumulative up to a maximum of 150 days. A Nurse who has 150 sick leave days accumulated at the end of a normal work year will be credited with the aforesaid twelve (12) sick leave days during the ensuing normal work year, provided that the maximum number of unused accumulated sick leave days which a Nurse may carry over to any subsequent normal work year will not exceed 150, and the maximum number of sick leave days available to a Nurse in any normal work year will not exceed 162. Each sick day for regular part-time Nurses regularly assigned to work a regular schedule consisting of at least twenty (20) hours of work per week will be prorated based on each such part-time Nurse's normal work schedule. Sick leave may also be used for the sickness of member of immediate family [spouse, child or stepchild or member of Nurses' household for whom the Nurse is responsible];

Section 2. Personal Leave. (a) Regular full-time Nurses shall be eligible for leaves for personal reasons not to exceed four (4) days per year for the following reasons:

- (1) Legal obligations which cannot be handled outside regular working hours.
- (2) Marriage of staff member or immediate family
- (3) Graduation, college drop-off, college pick up.
- (4) Recognized religious holidays;
- (5) Family/house/car emergencies (Does not include daycare issues)

(6) Other justifiable reasons a approved in advance (except in emergencies) by the Director of Health Services and Director of Human Resources.

Section 3. Bereavement Leave. (a) Eligibility for bereavement leave:

(1) Employees are entitled to five (5) consecutive work days funeral leave with pay in the event of the death of their parent, stepparent, child, stepchild, spouse, mother-in-law, or

father-in-law.

(2) Employees are entitled to three (3) consecutive work days funeral leave with pay in the event of the death of their grandparent, grandchild, sibling, brother-in-law, sister-in-law, daughter-in-law or son-in-law.

(3) Employees are entitled to one (1) work day funeral leave with pay in the event of the death of their aunt, uncle, cousin, niece or nephew.

(4) An employee may use a total of five (5) days per contract year for bereavement leave.

(5) An Employee may use sick time for bereavement leave when all bereavement leave time has been exhausted.

(b) Requests for such purposes must be made to the Director of Human Resources through the Principal and Director of Health Services, and the Nurse must state the reasons for each request.

(c) The Superintendent will have the discretion to grant additional leave without loss of pay beyond the aforesaid five (5) days in case of death in the immediate family which the Superintendent considers to present extreme circumstances.

Section 4. Sabbatical Leave. (a) Up to six (6) weeks leave without loss of pay may be granted to a Nurse who has completed seven (7) years of consecutive and continuous full-time service provided the Nurse uses the sabbatical leave to improve his/her professional competence through educational pursuits. The Nurse will notify the Board in writing three (3) months prior to such leave, specifying the time required and how it will be used.

(b) The Board will have the right of approval or denial based on the potential benefit of the leave to the school system, availability of funds and the recommendation of the school administration.

Section 5. General. (a) A Nurse may apply for a one (1)-year leave of absence without pay or other contractual benefits but with no loss of seniority. A position shall be available to the Nurse upon return. It shall be within the sole discretion of the Board as to whether or not to grant the request of the Nurse.

(b) Any leave, with or without loss of regular pay, granted under this Agreement that satisfies the requirements for a leave under the state or federal Family and Medical Leave Act or any other statutorily mandated leave provision will be counted and considered as a leave taken under the applicable statute, and any Nurse taking such leave shall comply fully with the application, notice and other requirements set forth in the applicable statute for taking such a leave. Nurses must substitute their unused sick and personal leave for the first part of any leave taken under the FMLA. Any FMLA leave time

remaining after such paid time is exhausted will be unpaid. Substitution of such paid leave time will not increase the amount of the FMLA leave available.

Section 6. For purposes of applying the provisions of this Article, the word "day(s)" shall be construed as the Nurse's normal workday.

ARTICLE IX
HEALTH AND SAFETY

The Board shall make all reasonable efforts to assure the health and safety of the Nurse during his/her employment.

ARTICLE X
VACANCIES

Section 1. The filling of vacancies in the Nurse staff and the determination of whether any given vacancy shall be filled is solely the responsibility of the Board.

Section 2. The procedure for filling vacancies, provided that the Board decides to fill the vacancy, is as follows:

(a) All Nurses currently employed by the Board may subscribe to receive an electronic notification of vacant positions, and may thereby be notified of a vacancy at least fifteen (15) days prior to filling the vacancy.

(b) Currently employed Nurses who wish to be considered for such vacancy will so notify the Director of Health Services and Director of Human Resources in writing within five (5) days of receipt of the notice of vacancy.

(c) When in the judgment of the Board, acting through its Administration, the qualification, attainments and professional backgrounds of candidates are equal, first consideration in filling such vacancies on a regular basis shall be given to candidates already employed within the Darien School System. Seniority will be the criterion, everything else being equal.

(d) The Board will hire replacements for regular positions that it has decided to fill within three (3) months of the time that the regular position has become available, provided that within that period the Board may fill the vacancy on a temporary basis.

(e) The Board may fill temporary vacancies with temporary replacements.

ARTICLE XI
ASSIGNMENTS

Section 1. The parties recognize that reassignment of Nurses from one school to another is sometimes unavoidable. However, when the Board determines that a transfer is necessary, qualified volunteers shall be first considered.

Section 2. The following general rules will apply to assignments:

(a) When the Nurse's assignment includes more than one school, travel time will be kept to a reasonable level.

(b) Elementary school Nurses will not be assigned more than two schools, and secondary school Nurses will not be assigned to cover more than one, except for short emergencies.

(c) Notice of change of assignment for the next school year shall be given to the Nurse not later than May 15, except under unusual circumstances which the Board could not foresee.

ARTICLE XII
SENIORITY

Section 1. Seniority means length of continuous employment in the Darien School System in a position covered by this Agreement.

Section 2. Seniority shall be lost and continuous employment terminated by:

(a) Resignation;

(b) Discharge for just cause or other involuntary termination of employment;

(c) Disability which is not job-related and continuous for more than one (1) year;

(d) Failure to return to work upon the expiration of an authorized leave without satisfactory reason for failure to return; or

(e) Layoff which exceeds two (2) years.

Section 3. Seniority of Nurses will be shown on the seniority list to be retained in the personnel office.

Section 4. Nurses hired to begin work on or after the effective date of this Agreement shall be on probation for their first ninety (90) days actually worked, during which time they may

be discharged or disciplined without recourse to the grievance and arbitration procedure set forth in Article XXI hereof.

ARTICLE XIII
LAYOFF AND RECALL

Section 1. Layoff Procedures. In the event the Board decides to reduce the number of Nurses by layoff, those Nurses scheduled to remain will be the most qualified in the judgment of the Board to perform the assignments remaining after the layoff. In exercising its judgment, the Board will not act arbitrarily or capriciously, but will act in an effort to keep the most qualified Nurses irrespective of their salaries. In determining the relative qualification between two Nurses, the Board will take into account their respective lengths of continuous service in the system, professional training and prior evaluations. When two or more Nurses are equally qualified in the Board's judgment to fill an assignment remaining after the layoff, the Nurses with the greater length of continuous service in the Darien School System will be given the option to remain.

Section 2. Recall Procedures. To be eligible for recall, a Nurse, within thirty (30) days after layoff, must submit his/her name in writing by certified mail to the Superintendent to be placed on the recall list. A Nurse whose name appears on the recall list will be eligible for recall only until the second September 1 after the effective date of her/his layoff and only in accordance with the following:

(a) Notice of recall will be effective if sent to the address on the Board's records;

(b) The order of recall will be in reverse order of layoff;

(c) The Superintendent must receive acceptance of recall within two (2) weeks after notification of recall is sent unless there are extreme circumstances that prevent the Nurse from accepting recall within such a period; and

(d) Unless otherwise provided, all notices provided for in this Section 2 must be in writing and transmitted by Certified Mail, U.S. Postage Prepaid.

Section 3. (a) Nurses on layoff and still eligible for recall pursuant to Section 2 hereof will be given first opportunity to serve as substitutes in bargaining unit positions for which they are qualified in the judgment of the Board.

(b) If such Nurse works as a substitute for more than five (5) consecutive normal workdays, pay for the first five (5) such days will be at the substitutes' rate, and, for each consecutive day worked thereafter, will be at the *per diem* rate paid to the substituting Nurse prior to her/his layoff.

(c) In the event that a Nurse on layoff fails to accept a substitute position, the position may be filled from any other source, provided, however, that if the substitute position continues for more than five (5) consecutive normal workdays, it shall be re-offered once to the Nurse on layoff who had earlier failed to accept it.

ARTICLE XIV
EVALUATIONS AND SUPERVISORY CONFERENCES

Section 1. The Director of Health Services and the respective principal(s) shall evaluate the performance of each Nurse at least once a year. Evaluation results shall be reduced to writing, prepared by the Director of Health Services who will incorporate into her/his evaluation input from the school principal. A copy will be given to the Nurse as soon as practicable after the evaluation has been completed. At the time of evaluation the Nurse shall also evaluate herself using the same format and criteria as are being used by the Director of Health Services and the principal(s).

Section 2. All formal monitoring or observation of the Nurse's work performance shall be conducted with the full knowledge of the Nurse.

Section 3. All personnel records shall be made available for the Nurse's inspection. She/he may be accompanied by her/his designated representative. Each Nurse shall be entitled to a copy of her/his personnel records upon request.

Section 4. Persons who are found to have deficiencies will be given special help to overcome them at the time they are discovered. If the deficiency is worthy of note in the evaluation report, the Nurse's response to the help will be noted in the report as well.

Section 5. It shall be acceptable for Nurses to be accompanied to conferences with their supervisors and/or their principals by a Union Representative. The purpose of the meeting shall be made known to the Nurse prior to the meeting.

ARTICLE XV
DISCHARGE

Nurses who have successfully completed their probationary periods of employment shall not have their increases withheld or be discharged without just cause.

ARTICLE XVI
PROFESSIONAL DEVELOPMENT

Section 1. The in-service education program will continue, with programs planned and coordinated by the Director of Health Services, taking into consideration the suggestions of Nurses. These programs will be scheduled so as to avoid the need for substitutes.

Section 2. Time for participation in professional and educational institutes, workshops or meetings, in-service programs which will, in the sole judgment of the Superintendent, improve the individual's on-the-job performance and professional growth may be granted by the Superintendent on a rotating basis, subject to the necessity for maintaining the efficient operation of the department. Requests for such time must be made two (2) weeks prior to the meeting whenever possible. A response to this request will be made within three (3) working days of the time that the Superintendent receives the request.

Section 3. Nurses may submit documentation of their participation in professional and educational institutes, workshops, meetings, in-service programs or other professional development activities that will be kept in their personnel file. This information will be available to the Nurse upon request.

ARTICLE XVII
EDUCATION ASSISTANCE

Nurses shall be reimbursed for costs they incur by attendance at seminars or conferences, payment of tuition and purchase of books required for course work relevant to their work assignment in Darien, subject to approval by the Director of Human Resources. Requests for such reimbursement shall be made promptly and shall be supported by relevant information.

ARTICLE XVIII
INSURANCE PROGRAM

Section 1. Medical Plan. The Board will make comprehensive group hospitalization and medical coverage, as described herein, available during the term of this Agreement to each eligible Nurse who applies for it and to his or her eligible dependants. Covered services will be made available at a level that is substantially equivalent to the level of covered services available under the medical plan in effect as of the date on which this Agreement is signed (the "Medical Plan"), subject to the terms and conditions set forth below:

- (a) The primary medical plan will be the HSA as outlined in Appendix B.
- (b) The Board will pay 50% of the HSA deductible. The payments shall be made one-half during the first week in September and one-half during the first week in February.

(c) **Plan Deductibles:**

	2017-18	2018-19	2019-20
Single	\$2,000	\$2,250	\$2,500
Two Person/Family	\$4,000	\$4,500	\$5,000

(d) Prescription Drug Coverage. The following co-pay program for covered prescription drugs after the deductible is met:

At retail for dosages up to thirty-four (34) days:

- Generic \$10.00
- Formulary: \$35.00
- Non-formulary \$40.00

Via Mail Order for dosages up to ninety (90) days:

- Generic \$20.00
- Formulary \$70.00
- Non-Formulary \$80.00

(e) Those employees 65 years of age will be able to access an HRA account with the same deductibles and co-pays as the HSA.

Section 2. Dental Plan. The Board will make comprehensive group dental insurance coverage available during the term of this Agreement to each eligible Nurse who applies for it and to his or her eligible dependants. Covered services will be made available at a level that is substantially equivalent to the level of covered services available under the dental plan in effect as of the date on which this Agreement is signed (the "Dental Plan"), subject to the terms and conditions set forth in the Dental Plan and in this Article. : The Dental Plan will be 100% Board paid coverage for the full service portion plus additional services with a \$2,000 per calendar year maximum and \$1,000 lifetime max on orthodontics.

Section 3. Vision Plan. The Board will make the Vision Service Plan available during the term of this Agreement to each eligible Employee who applies for it

Section 4. (a) Means Of Providing Covered Service And Terms. The Board may self-insure the Medical, Dental, Long Term Disability and/or other Plans described herein in whole or in part or, upon termination of an insurance contract with any carrier, may enter into an insurance contract with the same or a different carrier to provide covered services at a level substantially equivalent to the level of covered services in effect on the date on which this Agreement is signed. The Board will provide the Union with as much advance notice as practicable of its plan to change the means by which it provides such covered service or to self-insure, which, under normal circumstances, shall be not less than sixty (60) days in advance.

(b). Deductible, Coinsurance, Co-pay Requirements. Covered individuals must meet any and all deductible, coinsurance and/or co-pay requirements set forth in the Medical and/or Dental Plans, whether established by the Board's primary carrier, in an available alternate plan to which the Nurse subscribes and/or by the care/service provider.

(c) **Cost Containment.** Covered individuals must comply with any and all of the requirements set forth in the Medical and/or Dental Plans, an available alternate plan to which the Nurse subscribes and/or by the care/service provider concerning pre-certification, pre-admission testing, utilization review, second opinions and other such cost control and utilization monitoring provisions.

Section 5. Long Term Disability Coverage. Long Term Disability coverage for each Nurse (i.e. one who is regularly assigned to a normal work schedule of at least five (5) full normal work days in each normal work week as defined in this Agreement) who has successfully completed at least five (5) consecutive years' of accredited service as a Nurse in the Darien School System and who becomes totally and permanently disabled under the terms and conditions normally found in policies providing such coverage, as follows:

(a) The monthly maximum benefit payable under the coverage shall be 60% of the Nurse's salary as of the last day worked, up to a maximum monthly disability payment of \$2,000.

(b) Monthly disability payments will begin with the seventh (7) month following the month in which the disability occurs and will continue to be made each month thereafter during the period of disability until the Nurse ceases to be totally and permanently disabled, dies, reached age 65, or becomes eligible for full retirement benefits under the Town of Darien Retirement Plan, whichever occurs first.

(c) Monthly benefit payments will be reduced by any amount paid the Nurse through workers' compensation, social security and any other offset normally found in long-term disability policies.

Section 6. Costs of Coverage. The Board and each covered Nurse will share the cost of the Medical Plan and Dental Plan coverage that the Nurse elects for him- or herself and his or her dependants from among the coverage that the Board makes available and for the Long-Term Disability coverage the Board provides Nurses, as described below. The Nurse will pay the balance through payroll deductions. The Board's share of the premium cost will continue to be pro-rated for coverage elected by regular part-time Nurses eligible for coverage.

a) Medical and Dental Plan. For coverage of regular full-time Nurses under any of the Board's Medical and Dental Plans, the Board will contribute an amount equal to the following percentages of the premium cost (or fully insured equivalent cost) of such coverage under the Board's primary Medical and Dental Plans (including any and all increases in such costs that may arise during the term of this Agreement) and the covered Nurse will pay the balance, provided that the Board will not be required to pay more for the coverage supplied by a more expensive alternate provider selected by the Employee than it would have to pay for coverage supplied by its primary carrier for the coverage provided:

EFFECTIVE DATE	EMPLOYEE'S PREMIUM SHARE	BOARD'S PREMIUM SHARE
2017-2020	18%	82%

b) Long-Term Disability Plan. Effective July 1, 2004, The Board's share of the premium coverage under the Long-Term Disability Plan that the Board makes available to each eligible Nurse will be equal to Eighty percent (80%) of the premium cost.

Section 7. Life Insurance. The Board will provide group term life insurance coverage for each Nurse in an amount equal to one and one-half (1 ½) times the Nurse's annual salary rate from the schedules set forth in Article VII, Section 1 hereof, which is then applicable, rounded to the next highest thousand, provided such coverage will not be less than \$10,000 or more than \$35,000 per Nurse. Nurses will not be required to contribute to the premium for such coverage.

Section 8. General Provisions. Plan Year. (a) "Plan Year", as used in this Article, is hereby defined as the Board's fiscal year (July 1 - June 30). The Board will notify the Union President of any change in Plan Year.

(b)(1) Eligibility for Coverage. Eligibility for coverage under the Medical Plan (including prescription drug coverage), Dental Plan and Long-Term Disability Plan will continue to be determined in accordance with and subject to eligibility criteria in effect on May 1, 2004.

Effective July 1, 2005: The Board will not be required to extend coverage under the Medical Plan (including but not limited to, prescription drug coverage), Dental Plan or Long-Term Disability Plan to any Nurse who is not regularly assigned to a regular full-time work schedule (i.e., one who is regularly assigned to a normal work week schedule consisting of five full normal workdays or 90% of a normal workweek as defined in this Agreement).

(b)(2) Eligibility Dependents. No Nurse may extend his or her dependents coverage under any of the Plans provided by this Agreement unless the Nurse is covered by such plans.

(c) Change of Insurance Carrier. The Board shall have the sole discretion to choose its primary carrier, to change carriers and/or to self-insure in whole or in part, provided that the level of covered services are not significantly diminished.

(d) Disputes Relating to Benefits. Eligibility for benefits shall be determined exclusively in accordance with the provisions of the respective insurance contracts acquired by the Board to provide covered services, and any dispute relating to eligibility for or the amount of covered services or benefits in any individual case shall be processed by the Nurse directly with the respective insurance carrier and shall not subject the Board to any claim in

any forum. In no event shall the Board be considered to be an insurer or a guarantor of any covered services or benefits.

Section 9. Professional Liability Coverage. The Board will continue in effect the professional liability insurance coverage that it provided as of the effective date of this Agreement.

Section 10. Reimbursement Account Plan. As of the effective date of this Agreement, the Board will make available to covered Nurses a Reimbursement Account Plan ("RA Plan") in accordance with and subject to the provisions of Internal Revenue Service Section 125 whereby covered Nurses may divert a portion of their gross pay, prior to reduction for federal income or social security taxes, into an account from which, during the course of the RA Plan Year, they can be reimbursed for their share of Group Insurance Premiums (Premium Conversion), Health Care costs which are not covered by the Medical or Dental Plans described in this Article (Health Care Reimbursement) and Dependent Care costs (Dependent Care Reimbursement). Under the RA Plan, each Nurse will be permitted to divert a maximum of \$5,000 per Twelve-Month RA Plan Year for Dependent Care and \$3,000 per Twelve-Month RA Plan Year for Health Care Reimbursement. There is no specific maximum limit for Premium Conversion, but all diversions of income in the RA Plan are subject to applicable provisions of the Internal Revenue Code.

ARTICLE XIX **RETIREMENT BENEFIT**

Section 1. All full-time registered Nurses employed by the Board shall be covered by the Darien Municipal Employees Retirement Plan or any other plan adopted by the Town of Darien in lieu thereof, as well as the Social Security retirement plan. Eligibility shall be determined under the regulations the Darien Retirement Board and disputes concerning eligibility for benefits and other matters relating to retirement shall not be subject to the grievance procedure.

Section 2. Retirees. Upon retirement, a full-time Nurse employed before the approval of the 2017-2020 collective bargaining agreement with at least ten (10) years of continuous service who is between the age of 62 and normal Social Security retirement age, or eligible for the "Rule of 80", shall receive a one-time payment of \$15,000.

ARTICLE XX **GRIEVANCE PROCEDURE**

Section 1. Purpose. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may arise affecting the welfare or working conditions of Nurses.

Section 2. Definitions.

(a) As used in this Agreement, the word "Grievance" is hereby defined to mean any complaint that a specific provision of this Agreement has been misapplied or misinterpreted by the Board or the Superintendent (or Superintendent's agent), or by an administrator acting in a supervisory capacity.

(b) As used in this Agreement, the word "Grievant" is hereby defined to mean any person who files a Grievance.

(c) "Days," as used in this Article will mean days when the Nurse is scheduled to be at work.

Section 3. Time Limits. The time limits specified herein are of the essence and may only be extended by mutual written Agreement of the Director of Human Resources and the Union. Failure to process a Grievance within the time limits provided herein shall be deemed a waiver of such Grievance, and the Grievance shall be considered resolved in accordance with the position of the Board. Failure by the Board representatives to meet or respond to the Grievance within the time limits provided herein shall permit the Grievant or the Union, as appropriate, to process the Grievance to the next Step provided they do so within the time limits set forth herein.

Section 4. Steps of the Grievance Procedure.

(a) **First Step - Grievant and Director of Nursing Services/Principal - Informal.** The Grievant and, at her/his option, the Union President, will discuss the matter with the Director of Nursing Services and the principal at the school to which she/he is regularly assigned with the objective of resolving the matter informally.

(b) **Second Step - Director of Nursing Services/Principal - Formal.** If the Grievant is not satisfied with the outcome of the informal procedure and she/he desires to proceed further, she/he will present her/his claim as a written grievance to the Director of Nursing Services within twenty (20) days of the event or 20 days from when the grievant knew or should have known of the event giving rise to the Grievance. The Director of Nursing Services will, within five (5) days, answer the Grievance in writing. If the Grievant so requests, the Director of Nursing Services will discuss the answer with her/him. The Union President may be included in this conference at the Grievant's option.

(c) **Third Step - Director of Human Resources.** If the Grievance has not been adjusted satisfactorily in the Second Step and the Grievant desires to proceed further, such Grievance will be submitted to the Director of Human Resources within five (5) days of the receipt of the Second Step answer. The Director of Human Resources will discuss the Grievance with Grievant at a mutually convenient time within five (5) days after receipt the Grievance by the Director of Human Resources. The Union President and the AFSCME Service Representative may be included in this conference at the Grievant's option, and the Director of Human

Resources may include other supervisors at his/her option. The Director of Human Resources will, within ten (10) days of the meeting with the Grievant, answer the Grievance in writing.

(d) Fourth Step - Arbitration: If the Grievance is not resolved at the Third Step, and the Union wishes to proceed further, the Union must file a Demand for Arbitration with the American Arbitration Association (AAA) in accordance with its Voluntary Rules for Labor Arbitration then subsisting, subject to the following terms and conditions:

- (1) The Grievance must arise out of and involve the interpretation or application of a specific provision expressed in this Agreement and will not be arbitrable if it claims a right, benefit or obligation not expressly set forth in a specific provision of this Agreement.
- (2) The Demand for Arbitration must be made in writing by certified mail, return receipt requested, with a copy to the Assistant Superintendent, postmarked within the twenty (20) calendar days immediately following the Grievant's receipt of the Director's response at Step Two, or absent such response, within twenty (20) calendar days following the expiration of the time for providing such response.
- (3) The Arbitration must be in accordance with the American Arbitration Association's Voluntary Rules for Labor Arbitration in existence at the time the Demand for Arbitration is filed.
- (4) The Demand for Arbitration must be limited to the same Grievance submitted to the Assistant Superintendent Step 2.
- (5) The Arbitrator's authority will be limited to determining whether, by the allegations contained in the Grievance, the Board violated or misapplied the specific provision expressed in this Agreement as alleged in the Grievance. The Arbitrator will have authority to render appropriate "make whole" awards consistent with the provisions of this Agreement and other applicable rules governing the arbitrator's conduct and authority.
- (6) The decision of the Arbitrator will be final and binding, subject to the right of either party to have the award confirmed, vacated or modified according to law.
- (7) The cost of the Arbitrator's fees and hearing room rental, if any, will be shared equally by the Board and the Union, but each party will bear the cost of its own representatives, transcripts and other items.
- (8) Grievances must be filed for arbitration separately, and an Arbitrator may not hear multiple Grievances unless the Assistant Superintendent and the Union agree in writing to allow the Arbitrator to do so.

(9) Only the Union will have the authority to submit a Grievance to Arbitration.

Section 5. Representation. Grievant will be permitted to be accompanied by the Union's steward and/or the Union's Business Representative at all grievance meetings and arbitration hearings except at Step 1, where only the Steward will be permitted. Grievances shall not be processed and Grievance meetings or discussions shall not be held during work time without the express prior approval of the Director of Human Resources, although arbitration hearings may be held during work time according to a schedule mutually acceptable to the Board, the Union and the arbitrator.

Section 6. Confidentiality. The Grievance and the Grievance process, including arbitration, shall be kept confidential.

Section 7. Sole Procedure. The Grievance procedure contained herein, including arbitration, shall be the exclusive method of resolving Grievances.

Section 8. Union Authority. Nothing contained herein shall require the Union to process any Grievance which in its opinion is without merit, and no Nurse shall have the right to process a Grievance to arbitration, as such right is reserved exclusively to the Union.

Section 9. Settlements. Grievance settlements reached at Step 1 shall not be used as evidence or precedent in any other Grievance, at arbitration or in any other forum.

ARTICLE XXI
COPY OF THIS AGREEMENT

A copy of this Agreement shall be posted online by the Board.

ARTICLE XXII
SEPARABILITY

This Agreement is intended to preserve the legal rights and benefits of the parties and the individual Nurse. Should any provision of this Agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction or to be in conflict with any applicable Federal or State law, said provision shall no longer be operative or binding on the parties, but the remainder of this Agreement shall continue in full force and effect for the duration of this Agreement.

ARTICLE XXIII
WORK CONTINUITY

The Union agrees that for the duration of this Agreement, there will be no strike, work stoppage, slowdown, curtailment or restriction of work or refusal to cross any picket line whether lawful or unlawful. The Board agrees not to "lockout" its Nurses.

ARTICLE XXIV
AGENCY SHOP AND CHECK-OFF

Section 1. Conditions of Employment. Each Nurse shall, as a condition of continued employment either (a) join the Union and pay the regular monthly dues uniformly required for Union membership or (b) not join the Union and pay a service fee to the Union not greater than the amount of dues uniformly required of members of the Union subject to limitations and restrictions of applicable law.

Section 2. Check-off. Each month, the Board agrees to deduct monthly Union dues in the amount certified by Local 1303 or service fees, as the case may be, from each Nurse who is on the payroll. All dues and service fees so collected, together with a report showing the name of each Nurse and the amount deducted, shall be remitted each month to the person and place designated by an officer of Local 1303. Notice of increases in the regular monthly dues of the Union or in the annual service fees, or both, must be given to the Board at least sixty (60) days in advance of any increased deduction.

Section 3. The Union agrees to defend, indemnify and hold the Board harmless against any and all expenses, liability, suits or claims which arise under this Article and/or the Board's action in compliance with the provisions of this Article.

ARTICLE XXV
WORKERS' COMPENSATION

Whenever a Nurse is absent from work as a result of personal injury caused by an accident or an assault arising out of and in the course of her/his employment, she/he will be paid the equivalent of her/his full salary after taxes (i.e., the difference between the amount received as workers' compensation benefits and her/his per diem rate, after taxes, as of the last day worked) for each day of absence for a period of up to six (6) calendar months, or the start of long-term disability payments, whichever later occurs. Nothing herein shall prevent the Board from implementing a managed care system and a "light duty" requirement in connection with its Workers' Compensation coverage.

ARTICLE XXVI
DURATION

This Agreement will take effect upon approval of the parties and will remain in full force and effect to and including June 30, 2020 and thereafter until a successor agreement is in effect. Negotiation for a successor agreement shall begin no later than one hundred twenty (120) days prior to the expiration of this Agreement.

Notwithstanding the foregoing, the Board may reopen negotiations in accordance with Conn. Gen. Stat. Section 7-473c(b) 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.

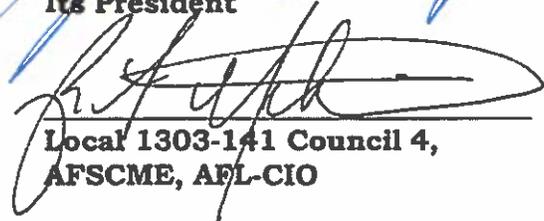
Signed and entered on this 15 day of June ²⁰¹⁸ 2017.

**DARIEN REGISTERED SCHOOL
NURSES ASSOCIATION**

DARIEN BOARD OF EDUCATION


Its President


Its Chairman


Local 1303-141 Council 4,
AFSCME, AFL-CIO

Appendix A Wages

Base Salaries	0-9 Years	10 Years	15 Years	
2016-17	\$63,760	\$64,613	\$64,766	
2017-18	\$65,035	\$65,905	\$66,061	2.00%
2018-19	\$66,336	\$67,223	\$67,382	2.00%
2019-20	\$67,663	\$68,567	\$68,730	2.00%

Nurses Annualized Salaries with Degree Stipends				
Salaries	0-9 Years	10 Years	15 Years	
2017-2018				
Base	\$65,035	\$65,905	\$66,061	
With BA	\$67,235	\$68,105	\$68,261	
With MA	\$67,735	\$68,605	\$68,761	

Nurses Annualized Salaries with Degree Stipends				
Salaries	0-9 Years	10 Years	15 Years	
2018-2019				
Base	\$66,336	\$67,223	\$67,382	
With BA	\$68,536	\$69,423	\$69,582	
With MA	\$69,036	\$69,923	\$70,082	

Nurses Annualized Salaries with Degree Stipends				
Salaries	0-9 Years	10 Years	15 Years	
2019-2020				
Base	\$67,663	\$68,567	\$68,730	
With BA	\$69,863	\$70,767	\$70,930	
With MA	\$70,363	\$71,267	\$71,430	

In each year:

The BA stipend is \$2,200

The MA stipend is \$2,700

Appendix B Medical Benefits

Plan Type	HDHP/HRA	HDHP/HSA
Office Visit	See Deduct. & Co-Ins.	See Deduct. & Co-Ins.
Specialist Visit	See Deduct. & Co-Ins.	See Deduct. & Co-Ins.
Hospital Copay	See Deduct. & Co-Ins.	See Deduct. & Co-Ins.
ER Copay	See Deduct. & Co-Ins.	See Deduct. & Co-Ins.
Urgent Care Copay	See Deduct. & Co-Ins.	See Deduct. & Co-Ins.
Outpatient Copay	See Deduct. & Co-Ins.	See Deduct. & Co-Ins.
Skilled Nursing Facility Days	100 (Comb. w/Rehab)	100 (Comb. w/Rehab)
Home Health	80 Day Max	80 Day Max
PT/OT/ST - Copay/Visits	Deduct & Co-Ins / 50	Deduct & Co-Ins / 50
Chiropractic - Copay/Visits	Deduct & Co-Ins / 50	Deduct & Co-Ins / 50
Infertility	Deduct & Co-Ins	Deduct & Co-Ins
Durable Medical Equipment	Deduct & Co-Ins / Unlimited	Deduct & Co-Ins / Unlimited
Bariatric Surgery	Excluded	Excluded
High Cost Diagnostic	Deduct & Co-Ins	Deduct & Co-Ins
	In-and-Out-of Network	In-and-Out-of Network
Deductible	2017-18: \$2,000/\$4,000 2018-19: \$2,250/\$4,500 2019-20: \$2,500/\$5,000	2017-18:\$2,000/\$4,000 2018-19: \$2,250/\$4,500 2019-20: \$2,500/\$5,000
Coinsurance	70% Out-of-Network	70% Out-of-Network
Coinsurance Max	\$6,000/\$13,000 OOP In-Netw.	\$6,000/\$13,000 OOP In-Netw.
Out of Pocket Max	\$10,000/\$20,000 OOP Out-of-Netw.	\$10,000/\$20,000 OOP Out-of-Netw.
Rx	\$10/\$35/\$40 after deductible	\$10/\$35/\$40 after deductible
Maximum Reimb. Charge OON	200% of Medicare FFS	200% of Medicare FFS

Annual HSA Funding by BOE	50%	50%
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