

AGREEMENT

Between

GLASTONBURY BOARD OF EDUCATION

And

LOCAL 1303-219, COUNCIL #4, AFSCME, AFL-CIO

GLASTONBURY BOARD OF EDUCATION NURSES

July 1, 2017 - June 30, 2021

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PREAMBLE

This Agreement is made and entered into this 26 day of June, 2017 by and between the Glastonbury Board of Education (hereinafter referred to as the "Board"), and the Glastonbury Board of Education Nurses, 1303-219, AFSCME, Council 4 (hereinafter referred to as the "Union").

ARTICLE 1 - RECOGNITION

The Board recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to the rates of pay, wages, benefits, hours of work and other conditions of employment for all Glastonbury Board of Education Registered Nurse positions with the exception of Registered Nurse positions with regular hours of less than 20 hours per week, Substitutes and IDEA Nurses.

The Union agrees to represent equally all employees within the unit described above without regard to membership or participation in or association with the activities of the Union or any other employee organizations, and to continue to admit to membership without qualification other than employment by the Board and payment of dues.

ARTICLE 2 - BOARD RIGHTS AND RESPONSIBILITIES

Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Board pursuant to any general or special statute, regulation or other lawful provision, over the complete operations, practices, procedures and regulations with respect to the bargaining unit employees shall remain vested solely and exclusively in the Board, including, but not limited to, the following: determine the standard of services to be offered by Board employees; determine the standard for selection for Board employment; direct its employees; take disciplinary actions; hire, assign, transfer or promote its employees, and relieve employees from duty because of lack of work or for other reasons; issue and enforce rules and regulations including those affecting working conditions and from time to time change them; maintain the efficiency of the operation of the public schools in the Town of Glastonbury; determine work schedules and business hours; determine the methods, means and personnel by which the Board's operations are to be conducted; determine the content of job classification; exercise complete control and discretion over its organization and technology of performing its work; and fulfill all of its responsibilities to the citizens and students of the Town of Glastonbury.

The Board further retains all other rights and prerogatives including those exercised unilaterally in the past, subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in this Agreement.

ARTICLE 3 - GRIEVANCE PROCEDURE

Section A

A grievance is hereby defined as a claimed misinterpretation or misapplication of a specific section of this Agreement to an individual employee. A grievance must be in writing and must set forth the specific section(s) of the Agreement alleged to have been misinterpreted or misapplied, and the relief requested.

Section B

The purpose of the grievance procedure shall be to resolve, at the lowest possible administrative level, issues which may arise from time to time with respect to the provisions of this Agreement.

Section C

The parties mutually agree that grievances should be processed as rapidly as possible. The number of working days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. Any grievance not taken to a higher step in the grievance procedure in accordance with the prescribed time limitations shall be deemed settled on the basis of the last decision rendered by the Board and shall not be subject to further processing. However, any of the above time limits, except for the initial filing period, may, in particular circumstances, be reduced or extended by mutual agreement which must be reduced to writing and signed by both parties.

Section D - Procedure

LEVEL ONE - School Principal or Immediate Supervisor

Within seven (7) working days of the occurrence which gives rise to the grievance, the employee must present a written statement of the grievance to the principal or the employee's immediate supervisor. The matter may be discussed between the school principal or immediate supervisor and the employee, and the principal or supervisor shall render a decision in writing to the employee within ten (10) working days of receipt of the grievance or of any discussion which may take place between the principal or supervisor, whichever is later.

LEVEL TWO - Superintendent of Schools

If the employee is not satisfied with the disposition of the grievance at Level One, the written grievance shall be presented to the Superintendent of Schools or his/her designee within five (5) working days of receipt of the decision at Level One. The grievance shall be considered by the Superintendent or his/her designee, who may meet with the employee in an effort to resolve the grievance. The Superintendent or his/her designee shall render a decision in writing on the grievance within fifteen (15) working days of its receipt or of any meeting with the employee, whichever is later.

LEVEL THREE - Board of Education

If the employee is not satisfied with the disposition of the grievance at Level Two, the employee files a request for appeal to the Board of Education with the Superintendent within seven (7) working days of receipt of the decision at Level Two. The Board of Education and the Superintendent meet with the employee within twenty (20) working days of receipt of the request for appeal to the Board of Education by the Superintendent. The Board of Education issues a written decision within twenty (20) working days of such meeting.

LEVEL FOUR - Mediation

Absent satisfactory settlement of the grievance at Level Three, the Union may request the services of the State of Connecticut Board of Mediation and Arbitration as mediator of the grievance. The request for mediation must be in writing and must be filed with both the State Board and the Superintendent within ten (10) working days of receipt of the decision of the Board of Education under Level Three above. The mediator's role shall be strictly advisory and neither party shall be required to accept or adopt the mediator's advice if deemed contrary to its interest. Any costs of mediation shall be shared equally by the Board of Education and the Union.

LEVEL FIVE - Arbitration

Absent satisfactory settlement of the grievance at Level Four, the Union may file within ten (10) working days of its receipt of the answer in Level Four, a request for arbitration with the Connecticut State Board of Mediation and Arbitration. A copy of said request will be sent to the Board of Education. Both the selection of the arbitrator and the arbitration hearing shall be conducted in accordance with the administrative procedures, practices and rules of the Connecticut State Board of Mediation and Arbitration. The arbitrator shall limit himself/herself to the issue submitted. He/she shall be bound by and must comply with all the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way, any of the provisions of this Agreement. The decision of the arbitrator shall be binding upon both parties. The cost for the services of the arbitrator, including per diem expenses, if any, and actual travel and subsistence expenses, shall be borne equally by the Board and the Union.

Section E

The Union shall designate its representatives in writing to the Board for the purpose of adjusting grievances. The Board and the Union will mutually agree upon the number of such representatives who shall participate in the grievance procedure. Grievances shall be processed after normal working hours, and the Board will not pay employees for time spent conducting such business. Any employee may at any time present a grievance and have the grievance adjusted without intervention of the Union, provided the adjustment shall not be inconsistent with this Agreement. The Union shall be given notice of the adjustment.

ARTICLE 4 - UNION SECURITY AND DUES DEDUCTIONS

Section A

All employees in the bargaining unit shall, as a condition of employment, become a member of the Union in good standing, or pay a service charge equal to the monthly Union dues, for the duration of this Agreement or any extension thereof.

Section B

Upon receipt of individual written authorization from Union members, the Board agrees to deduct Union dues bi-weekly, each full month worked, from earned wages and remit promptly to AFSCME, 444 East Main Street, New Britain, CT 06051, and not later than the last day of each month.

Section C

The Union agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall, or may, arise out of, or by reason of, action taken by the Union for the purpose of complying with the provisions of this Article.

ARTICLE 5 - VISITATION CLAUSE

A duly authorized non-employee representative of the Union shall have the privilege of visiting the premises of the Board during working hours and at reasonable times, to discuss grievances involving provisions of the Agreement, provided, however, that such representative shall immediately notify the Board's representative of his or her presence on such visits and shall not cause any interference or delay in the operation of the school system.

ARTICLE 6 - NO STRIKE/NO LOCKOUT

Section A

The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the health, safety and welfare of the public, and in particular the students of the Town of Glastonbury school system. The Union and the employees therefore expressly agree that there shall be no interference of these services for any cause whatsoever by the employees, nor shall there be any concerted failure by the employees to report to duty, nor shall the employees absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment. The Union and employees further agree that there shall be no strikes, slowdowns, sitdowns, stay-ins, mass resignations, stoppage of work or any act, concerted activities or similar forms of conduct that interfere in any manner or to any degree with the operations of the Town of Glastonbury school system.

Section B

Any violation of the foregoing may be made the subject of disciplinary action or discharge from employment, as to any or all employees participating, and/or of exercise of any legal right or remedy as to the Union, and/or cancellation of this Agreement by the Board.

Section C

The Board agrees that there shall not be any lockout by the Glastonbury Board of Education in any part of the Glastonbury Board of Education's operation affecting employees within this bargaining unit.

ARTICLE 7 - APPOINTMENTS TO POSITIONS

The matter of filling job vacancies shall be solely within the discretion of the Board. When a vacancy for a position in the bargaining unit exists, which is to be filled, the Board shall email the vacancy to active employees of the Union for a period of no less than five (5) working days prior to the issuance of any public notice of said vacancy.

During summer vacation periods, announcements of vacancies shall be made at least seven (7) days prior to the filling of the vacancy to allow any interested employees to apply. The Superintendent or his/her designee shall provide written notice of vacancy to the president of the union or her/his designee, who shall be responsible for providing notice to all members of the bargaining unit. In addition, the Superintendent or his/her designee will post each announcement of vacancy in the central office.

Any interested employee may apply on-line in accordance with specified time limits. Whenever possible, the Superintendent or his/her designee will give consideration to requests for voluntary transfers prior to filling a vacancy. However, nothing herein provided shall be construed as a guarantee that vacancies shall be filled from the existing employee force, nor shall anything in this Agreement be construed to imply tenure of position or location. The decision as to which, if any, of the interested employees shall be selected to fill a vacancy shall be within the sole discretion of the Board.

ARTICLE 8 - PROBATIONARY PERIOD

New employees shall serve a probationary period of sixty (60) working days during which time they shall not attain seniority, and such probationary employees may be terminated at the sole discretion of the Board during the probationary period. Neither such employees nor the Union, or any other party on their behalf, shall have recourse to the grievance provisions of this Agreement. The probationary period of any employee may be extended for an additional period not to exceed forty (40) working days beyond the initial sixty (60) working day period set forth above. The Board will notify an employee prior to the expiration of the initial probationary period if she/he will be subject to an extension. Upon satisfactory completion of the employee's probationary period, seniority shall date back to the original date of employment.

ARTICLE 9 - NO DISCRIMINATION

The Union and the Board agree that there shall be no unlawful discrimination against any employee because of race, creed, color, national origin, gender, religion, sexual orientation, gender identity or expression, marital status, disability or age. The Union and the Board further agree that there will be no unlawful discrimination against any employee on the basis of age, marital status, or membership or non-membership in the Union.

Any reference herein to a particular gender shall apply equally to all persons regardless of gender.

ARTICLE 10 - HOURS OF WORK

Section A

Hours of work shall be determined by the Superintendent of Schools consistent with the operational requirements of the Town of Glastonbury school system. Nothing provided herein shall be construed as a guarantee or promise of any schedule of hours, minimum workweek, or minimum workday.

Section B

1. The normal work schedule for full-time employees shall be thirty-five (35) hours worked per week, consisting of seven (7) hours worked per day exclusive of lunch period. Each full-time employee shall receive an additional daily guaranteed thirty (30) minute unpaid duty-free lunch period taken according to a schedule established by the Superintendent of Schools or his/her designee. No full-time member of the bargaining unit shall be required to work during her/his designated duty-free lunch period.
2. The normal work schedule for part-time employees shall be twenty (20) hours worked per week, consisting of four (4) hours worked per day. Part-time employees who work twenty (20) hours per week shall not receive a lunch period and shall remain on duty during their entire scheduled work hours.
3. The Board may in its discretion maintain and/or institute a schedule of coverage among members of the bargaining unit whereby any problems requiring involvement of a school nurse which may arise during her/his duty-free lunch period shall be referred to another employee who is then "on call" and who is not at the time on lunch period.

Section C

The normal work year for employees shall be no more than the one-hundred eighty-three (183) day work year. Any employees required to work more than one hundred eighty-three (183) days per year for any reason will be paid for the additional work at their applicable rate.

ARTICLE 11 - SALARY PAYMENT PLANS

Section A

Effective July 1, 2017 and lasting until June 30, 2021 all employees shall be paid in accordance with the wage schedule, Appendix A.

Section B

During the month of May, the Board of Education shall offer to nurses the option of receiving their twenty-one (21) payments for the following school year in either of two (2) ways:

1. Each payment at one twenty-first (1/21) of the annual salary rate, or
2. The first twenty (20) payments at one twenty-sixth (1/26) of the annual salary rate and the twenty-first (21st) payment at three-thirteenths (3/13) of the annual salary rate.

Nurses employed prior to the first day of the school year must make a pay option selection prior to the first work day of the school year and that election will be irrevocable for the school year.

If a nurse takes a leave during the year and returns within the year, he/she cannot change the pay option that was in place prior to the leave.

New nurses hired after the first work day of the school year will have thirty (30) days from the date of hire to make an election which will be irrevocable for that school year.

Section C

The board shall implement, commencing with the first paycheck in September, whichever of the options of Section B selected by the nurse.

Section D

All new employees shall be required to receive compensation in accordance with the salary payment plan (Appendix A) in effect at that time.

ARTICLE 12 - INSURANCE

Section A

All insurance benefits and services shall be subject to an "or equal" provision which shall allow the Board to effect whatever economies it may deem appropriate, provided there is no decrease in the benefit or services that is negotiated.

Section B

All employees who work thirty-five (35) hours or more per week are entitled to insurance benefits of full-time employees. Employees who work between twenty (20) and thirty-four (34) hours per week shall be eligible for insurance benefits as part-time employees and the Board agrees to pay fifty percent (50%) of the premiums selected by a part-time nurse for 2 a, b, c, d, e and 3 below.

Section C

1. Employees may elect to participate in one of the following insurance options:

- a. Anthem Blue Cross/Blue Shield Century Preferred Plan (PPO) with a twenty dollar (\$20) office visit co-pay and prescription co-pays as follows:

Prescriptions: \$3 mail order, \$15 generic, \$30 brand name
Annual maximum – \$2,000

In-patient Co-pay: \$250

Out-patient Co-pay: \$100

Emergency Room: \$75

- b. Connecticare HMO with a twenty dollar (\$20) office visit co-pay and prescription co-pays as follows:

\$10 30-day supply generic

\$10 brand name (plus differential from generic, unless pre-authorized by Connecticare)

\$30 up to 100-day supply generic mail order (after two \$10 co-pays for mail order generic)

In-patient Co-pay: \$250

Out-patient Co-pay: \$100

Emergency Room: \$100

- c. Blue Care Plus Option I HMO with a fifteen dollar (\$15) office visit co-pay and prescription co-pay as follows:

Prescriptions: \$3 mail order, \$15 generic, \$30 brand name
Annual maximum – unlimited

In-patient Co-pay: \$250

Out-patient Co-pay: \$100

Emergency Room: \$75

d. Anthem High Deductible/HSA. The plan includes:

- Annual Deductible: \$2,500/\$5,000.
- Board Contribution to Deductible: \$1,250 Employee only
\$2,500 Employee +1/Family
- 100% coverage for preventative/routine care.
- Board shall make contribution to employee's account on July 1st of each year.

e. Connecticare High Deductible/HSA

- Annual Deductible: \$2,500/\$5,000.
- Board Contribution to Deductible: \$1,250 Employee only
\$2,500 Employee +1/Family
- 100% coverage for preventative/routine care.
- Board shall make contribution to employee's account on July 1st of each year.

2. To be eligible to receive the benefits set forth in Section C above, the full-time employee shall annually contribute the following amount for such benefits. For part-time employees, see Section B above.

	<u>17-18</u>	<u>18-19</u>	<u>19-20</u>	<u>20-21</u>
a. Century Preferred (PPO):	21%	22%	23%	24%
b. Connecticare (HMO):	21%	22%	23%	24%
c. Blue Care Plus Option I (HMO):	21%	22%	23%	24%
*d. Anthem (HSA):	15%	15%	15%	15%
*e. Connecticare (HSA):	15%	15%	15%	15%

***Employees employed on or after July 1, 2013 shall be required to take one of the two High Deductible plans.**

3. The Board of Education agrees to pay a percentage equal to medical coverage for the individual, employee plus one dependent or family premium for the Blue Cross Full-Service Plan Rider for Dental Care, including Riders A, B, C, and D.
4. If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, any other local, state or federal statute or regulation, the Glastonbury Public Schools reserves the right to offer a group health plan or plans with a total combined cost that falls below the excise tax thresholds. Eligible employees will be given the option to enroll in the lower cost coverage option(s). If the employee chooses to enroll themselves and/or their eligible family members in a coverage option or options that triggers an excise tax, 100% of any such excise tax will be borne solely by the employee.

Section D

The Board will provide each employee with term life insurance in an amount of \$145,000.

Section E

Nurses who have worked in the Glastonbury Public Schools for a minimum of fifteen (15) years, and are retiring, may continue participation in the Health Insurance Plan as specified in this Article by paying to the Board 100% of the applicable premium on a monthly basis. Such eligibility for participation by retired employees shall cease when the employee becomes Medicare eligible.

Section F

The Board shall provide a group long-term disability plan to Nurses. The Board shall assume one hundred percent (100%) of the cost of the premium.

Section G

A contributory retirement plan shall be available to each bargaining unit employee eligible under the plan, one (1) year from the date of commencement of continuous employment. Membership in said plan shall commence with the date of enrollment in the plan of each bargaining unit member in accord with the plan's provision. Effective July 1, 2017, the employee contribution will be 5.75%. Effective July 1, 2018, the employee contribution will be 6.0% and will go up by 0.25% each subsequent year of the contract.

ARTICLE 13 - WORKERS' COMPENSATION

Whenever a Nurse is absent from school as a result of personal injury which is covered by the regulations of workers' compensation, he/she has filed for and is currently being paid workers' compensation, he/she shall be paid at his/her full salary (less the amount of the worker's compensation award made) for the time on the approved workers' compensation leave. The Board shall deduct from the Nurse's accumulated sick leave the total number of days absent, but shall not leave the Nurse with less than fifteen days sick leave allowance remaining for the balance of the school year after return to Nursing assignment. If less than fifteen days accumulated sick leave is left, the Board shall reinstate such number of days as necessary to total fifteen days, said portion to be non-cumulative.

ARTICLE 14 - TRANSPORTATION ALLOWANCE

Employees who, at the request of the Board, use their personally owned automobile for conducting school business shall be reimbursed for all mileage so driven at the current rate set by the Board.

ARTICLE 15 - SAFETY

The Board will reimburse a Nurse up to five hundred dollars (\$500) or the amount of the nurse's personal insurance deductible, whichever is less, for any personal property damaged, stolen, or destroyed on Board property as a result of documented student negligence, theft, or malice. The Board's liability in this respect shall not exceed five hundred dollars (\$500) to any one (1) person per incident, or five thousand dollars (\$5,000) per school year. Claims will be paid each June. If the claims exceed five thousand dollars (\$5,000), the Board may, in its sole discretion, make additional reimbursements upon request, and may prorate claims as needed to meet the five thousand dollar (\$5,000) limit or any increase thereof which it may approve.

ARTICLE 16 - LEAVE PROVISIONS

Section A

A regular employee, upon proper application in writing to and upon written approval of the Superintendent or his/her designee, in their sole discretion, may obtain a continuous leave of absence without pay for a period not to exceed one (1) year. During this leave, there shall be no accumulation of benefits under this Agreement provided; however, that seniority shall continue to accumulate during the leave of absence. Insurance benefits may be continued upon full payment of the premiums by the employee.

Section B

Applications for such leaves of absence must state the reason for the request and the length of time desired.

Section C

A medical certificate acceptable to the Superintendent of Schools or his/her designee shall be required before an employee shall return to work from any leave of absence taken for health reasons. If the Superintendent requires the employee to submit to a medical examination, such examination will be administered without cost to the employee by a qualified physician designated by the Superintendent or his/her designee.

ARTICLE 17 - SICK LEAVE

Section A

Upon the completion of the probationary period of employment, full-time employees (working thirty-five (35) hours or more per week) and part-time employees (working twenty (20) hours per week) shall be entitled to sick leave with pay, which shall accrue at the rate of one and one-half (1 1/2) days per month worked, paid at applicable per diem rates. Unused sick leave may be accumulated from year to year, so long as the employee remains continuously in the service of the

Board, and as authorized by the Board, but such accumulation of sick leave shall not be more than one hundred eighty (180) working days.

Section B

Payroll deductions for absence due to sick leave will be made on the basis of the number of accrued days. Used sick leave each year will be deducted from the totals carried over.

Section C

Sick leave shall not be considered as a privilege, which an employee may use at her or his discretion. The parties hereby agree that sick leave shall be allowed only in the event of actual illness of an employee. Sick leave shall not be allowed for lost time for optical or dental appointments during working hours.

Section D

In the event of absence for which sick leave is claimed, the office of the Superintendent of Schools or his/her designee may require verification of illness in the form of a physician's certificate. If the employee who claims sick leave cannot provide such a certificate because she/he did not consult a physician, the Superintendent or his/her designee may require the employee to be examined by a physician selected by the Superintendent at no cost to the employee, in which case the physician shall furnish a certificate to the Superintendent. Such verification shall state the nature of the illness or injury and its expected duration. Failure to provide such verification upon request shall be sufficient to deny sick leave payment or to impose other discipline.

Section E

For any absence for which sick leave is claimed, notice must be given to a designated representative of the Board no later than thirty (30) minutes before the starting time of scheduled work. Failure to provide such notice without acceptable excuse shall be sufficient to deny sick leave payment or to impose other discipline.

Section F

A Sick Leave Bank is available for employees who have used all accumulated sick leave. It shall be administered by the Glastonbury Board of Education Nurses. No employee, however, shall be granted more than twenty (20) working days from the Sick Leave Bank in any one year.

The Sick Leave Bank shall operate as follows:

Each employee may elect to donate to the Sick Leave Bank, one (1) day per year of accumulated sick leave. Such declaration of intent to donate must be made no later than July 1st of each year. An employee may request that her/his election be considered a standing election from year to year until such time as the employee has no accumulated sick leave, terminates employment, or rescinds such election.

A request for use of the Sick Leave Bank shall be submitted to the Union President. The employee must provide medical documentation of the need for leave of absence. The requesting employee must have donated a day each year in order to participate in the Sick Leave Bank. The Union

President will submit the request for approval for use of the Sick Leave Bank to the Sick Leave Bank Committee which has been appointed by the Union President.

On June 1st of each year, the union president shall receive a written report on the status of the Sick Leave Bank, including names of donors and total number of days in the bank.

ARTICLE 18 - PROFESSIONAL LEAVE

Section A

Employee absences for professional reasons to attend recognized educational meetings may be authorized at the sole discretion of the Superintendent of Schools or his/her designee on the basis of written requests submitted at least one (1) week in advance of the requested absence unless the notice of the meeting is not received one (1) week in advance, provided that at least two (2) working days' advance request shall be required in all cases.

Section B

The Board shall set aside a fund of \$2,500 each year to be used for payment of reasonable expenses, including fees; meals, lodging and/or transportation incurred by employees who attend professional workshops, seminars and/or conferences, where the Board determines that attendance at such meetings will be of specific benefit to the school system. An employee request for reimbursement must be submitted in advance, in writing, to the Superintendent of Schools or designee, together with a description of the arrangement(s) for such a meeting. Employees whose requests are approved shall receive reimbursement up to the total fund of \$2,500. Reimbursements will be prorated if necessary so as not to exceed the funding level.

Section C

Employees shall suffer no loss of pay for attending educational seminars or conferences, as approved by the Administrative Supervisor, during normal working hours.

ARTICLE 19 - PERSONAL AND BEREAVEMENT LEAVE

During the term of this Agreement, bargaining unit members shall be eligible to receive a maximum of three and one-half (3 1/2) days off with pay in any one (1) school year for bereavement, legal matters, graduation of members of the immediate family, wedding of employee, wedding of an employee's immediate family member, or care of ill members of the immediate family. An additional two (2) days may be taken off with pay each school year for unspecified reasons, provided that notice of intention to take such day must be given in writing to the Superintendent or his/her designee at least one (1) week in advance except in extreme emergencies when a shorter notice period will be allowed. All leave under this Article except as otherwise provided above shall be governed by the provisions of applicable Board of Education leave policy.

ARTICLE 20 - JURY DUTY

Any employee required to report for jury duty shall receive full pay from the Board minus pay received for jury duty, while absent for such duty, to a maximum of thirty days. An employee notified to report for jury duty will notify the Administrative Supervisor as soon as possible following receipt of such notice. The Board, at its discretion, may request a release from jury duty when such an absence would impose a burden upon the school system.

ARTICLE 21 - SENIORITY

Section A

For the purpose of this Agreement, seniority is hereby defined as the employee's total length of continuous, unbroken service with the Board of Education in a position covered by the bargaining unit dating from the most recent date of hire as a new employee. Seniority shall be considered broken for such reasons as resignation or separation, discharge, layoff of more than twenty-four (24) months, overstaying a leave of absence, and disability or illness for a period exceeding the available leave of absence. Seniority credit for part-time service shall be on the basis of one-half (½) year credit for each year of part-time service. Seniority shall be calculated as years of seniority.

Section B

The Board of Education shall have the sole authority to determine whether or when a layoff shall occur. In the event nurse positions must be eliminated from the School program, layoffs shall be affected on the basis of seniority within a school nurse position.

Section C

Those employees who are laid off shall be retained by the Board on preferential recall list for a period not to exceed twenty-four (24) months. Prior to hiring new employees from outside sources to fill positions, which become open and are to be filled from within the bargaining unit, the Board will offer re-employment in inverse order of layoff to those individuals on the recall list. An employee shall forfeit her/his recall rights if she/he fails to report to work within ten (10) working days after due notice by the Board to the employee's last known address.

Section D

All employees must keep the Board advised in writing of their current mailing address. Any obligation that the Board may have to recall a laid-off employee shall be fully discharged by sending written notice of recall, by certified mail, to the last address of the employee appearing on the Board's records.

Section E

Employees on layoff shall receive no benefits under this Agreement during the period of layoff and shall have no rights with respect to re-employment once their recall rights expire. If re-hired thereafter, it will be as a new employee.

ARTICLE 22 - SENIORITY LIST

The Board shall furnish to the Union, by October 1st of each year, a seniority list showing the years of seniority of employees in the bargaining unit. Unless mistakes are brought to the attention of the Superintendent of Schools, or his/her designee, within ten (10) days of delivery of the list, the list shall be considered conclusively to be correct.

ARTICLE 23 - UNION BULLETIN BOARD

The Board agrees to provide bulletin board space in the Teachers' Lounge at Glastonbury High School, which may be used by the Union for the following notices:

- a. notices of union meetings;
- b. notices of union elections and the results where they pertain to the Board's employees;
- c. notices of union recreational and social events.

Prior to posting any notice, a copy will be furnished to the Board's designated representative. No union notices may be posted elsewhere on Board property. Unless the Union is advised to the contrary in writing, the Board's designated representative for the purpose of this section shall be the Human Resources Manager.

ARTICLE 24 - UNION MEETING ON SCHOOL PROPERTY

The Union may, upon prior request made by its President or her/his designee to a representative designated by the Board of Education and approval by such representative of the Board, in specific instances, conduct an official Union meeting on the Board's premises during non-working hours, provided that such a meeting does not conflict with the operation of the school system, other scheduled school activities or programs, and further provided that the Union agrees to assume any costs arising out of the use of such facilities. The Union shall utilize the standard facilities request form in requesting use of Board premises for meetings.

ARTICLE 25 - EMPLOYEE ACCESS TO PERSONNEL RECORDS

Each employee shall have the right to see her or his personnel file by appointment with the Human Resources Manager or his/her designated representative, provided that the employee shall exercise this right during non-working hours.

ARTICLE 26 - MISCELLANEOUS

Section A

The Employer agrees to provide each employee with a copy of the Agreement within thirty (30) days after the execution date thereof.

Section B

The Employer agrees to provide new employees with a copy of this Agreement at their time of hire.

Section C

The Employer agrees to provide the Council #4 Office of the Union with six (6) original, signed, contracts at the time of the signing.

ARTICLE 27 - SAVINGS CLAUSE

The Board and the Union agree that if any provision of this Agreement is determined to be unlawful by a court or legal agency of competent jurisdiction or by legislative enactment, the remaining provisions shall remain in effect consistent with prevailing principles of contract interpretation.

ARTICLE 28 - SCOPE OF AGREEMENT

Section A

This contract constitutes the entire Agreement between the Board and the Union and fully settles any and all demands and issues for the term of the contract with respect to any and all matters subject to negotiation.

Section B

For the duration of this contract, the Board and the Union expressly waive any right to negotiate and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter which is subject to negotiation whether or not such subject or matter is specifically referred to herein.

ARTICLE 29 - DURATION

Section A

The provisions of this Agreement shall become effective July 1, 2017, and shall remain in full force and effect until June 30, 2021.

Section B

This Agreement shall be automatically renewed from year to year except that it may be amended, effective at the date of expiration, provided that either party shall furnish the other party written notice by certified or registered mail at least one hundred fifty (150) days prior to the expiration date (or, if renewed, the anniversary date) of intention to commence negotiations for amendment or modification of this Agreement. Such negotiations shall commence at least one hundred twenty (120) days prior to the expiration or anniversary date.

Section C

This Agreement shall remain in full force and be in effect during such negotiations and all increases in wages and benefits shall be retroactive to the expiration date specified in Section A.

IN WITNESS WHEREOF, the undersigned parties hereto have set their hands and Seals this 16 day of June, 2017.

GLASTONBURY BOARD
OF EDUCATION

GLASTONBURY BOARD OF EDUCATION NURSES
LOCAL 1303-219, COUNCIL #4, AFSCME, AFL-CIO

By [Signature]
(duly authorized)

By Kimberly H. Flanagan
(duly authorized)

By [Signature]
(duly authorized) staff rep

**WAGE SCHEDULE
APPENDIX A**

STEP	17/18	18/19	19/20	20/21
1	\$44,174	\$44,174	\$44,174	\$44,174
2	\$45,720	\$45,720	\$45,720	\$45,720
3	\$47,886	\$47,886	\$47,886	\$47,886
4	\$49,743	\$49,743	\$49,743	\$49,743
5	\$57,255	\$58,400	\$59,568	\$60,759

- a. Each nurse below the top step shall move one step on the schedule above
- b. A new employee may be placed at any step, provided she/he is not compensated at a rate in excess of the rate currently paid to a school nurse with the same or comparable experience.
- c. A part-time nurse who works less than thirty-five (35) hours per week shall be compensated by pro-rating the salary designated for the appropriate step according to the number of hours worked.
- d. The Head Nurse shall receive a stipend of THIRTEEN THOUSAND FIVE HUNDRED DOLLARS (\$13,500) per school year. The Head Nurse may be required to work up to a maximum of ten (10) days during the summer. The Head Nurse shall be compensated for these days. This may be at the supervisor's request or with the supervisor's approval at the Head Nurse's discretion.
- e. Any full-time nurse who, on the anniversary date of her/his employment, has completed five (5) years of employment with the Glastonbury Public Schools, will receive a longevity payment in the amount of One Thousand Dollars (\$1,000), to be paid in one lump sum during the month in which the anniversary date occurs.
- f. Any full-time nurse who, on the anniversary date of her/his employment, has completed ten (10) years of employment with the Glastonbury Public Schools, will receive a longevity payment in the amount of Thirteen Hundred Dollars (\$1,300), to be paid in one lump sum during the month which the anniversary date occurs.
- g. Any full-time nurse who, on the anniversary date of her/his employment, has completed fifteen (15) years of employment with the Glastonbury Public Schools, will receive a longevity payment in the amount of Fifteen Hundred Dollars (\$1,500), to be paid in one lump sum during the month which the anniversary date occurs.
- h. Any full-time nurse who, on the anniversary date of her/his employment, has completed twenty (20) years of employment with the Glastonbury Public Schools, will receive a longevity payment in the amount of Two Thousand Dollars (\$2,000), to be paid in one lump sum during the month which the anniversary date occurs.

- i. Effective July 1, 2013, any part-time Nurse who works at least 20 hours per week, on each anniversary date designed above in sections e, f, g, & h for all full-time Nurses shall receive a pro-rated longevity payment based on their FTE status. Effective July 1, 2017, any part-time Nurse hired on or after July 1, 2017 will receive their longevity payment based on their years of seniority.

