

AGREEMENT
BETWEEN
KILLINGLY BOARD OF EDUCATION
AND
KILLINGLY PROFESSIONAL NURSES
LOCAL 1303-310 of COUNCIL #4, AFSCME, AFL-CIO
July 1, 2018 through June 30, 2021

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PREAMBLE

This Agreement is made and entered by and between the Killingly Board of Education (hereinafter referred to as "the Board") and/or its successor and Local 1303-310 of Council 4, American Federation of State, County and Municipal employees, AFL-CIO, and/or its successor (hereinafter referred to as "the Union").

ARTICLE I RECOGNITION

Section 1.1

The Board recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to salaries and hours of employment for all registered professional nurses of the Killingly Board of Education excluding those as defined by employees excluded by the Municipal Employee Relations Act, Conn. Gen. Stat. 7-467 et. seq. (the "Act").

ARTICLE II RIGHTS OF THE BOARD OF EDUCATION

Section 2.1

Unless expressly limited or relinquished below by a specific section of this Agreement, the rights, powers, and authority held by the Board pursuant to any Charter, general or special statute ordinance, regulation or other lawful provision over matters involving the policies, practices and regulations with respect to the registered professional nurses, shall remain vested solely and exclusively in the Board. The rights of the Board include but are not limited to the following:

- a. Determining the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Board;
- b. Establishing or continuing policies, practices and procedures for the conduct of Board business and, from time to time, changing or abolishing such policies, practices or procedures;
- c. Discontinuing processes or operations or to discontinuing their performance by employees;
- d. Selecting and determining the number and types of employees required to perform the Board's operations;
- e. Employing, transferring, promoting or demoting employees, or laying off, disciplining, suspending, terminating, furloughing or otherwise relieving employees from duty for lack of work or other legitimate reasons;

- f. Prescribing and enforcing reasonable rules and regulations provided such rules and regulations are made known to employees affected by them, including but not limited to prescribing rules for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board;
- g. Establishing contracts or subcontracts for any of the Board's 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 the Board can show that it can be done more economically or expeditiously otherwise;
- h. Creating job specifications and revising existing job specifications as deemed necessary and to ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees provided that, upon request, the Board agrees to negotiate with the Union regarding any significant impact which any such change may have on employees' wages, hours or other terms of employment;
- i. Taking any action which the Board reasonably believes is necessary to comply with any legal requirement regardless of the restrictions imposed by any terms and conditions of this Agreement.

ARTICLE III **AGENCY SHOP**

Section 3.1

The Board agrees to deduct from the pay of all its employees who in writing authorize such deductions from their wages, such membership dues as may be fixed by the Union. Such deduction shall continue for the duration of the Agreement, except that any employee may withdraw such authorization in writing by certified mail to Council 4 or the president of the local.

Section 3.2

The deductions for any month shall be made twice each month for such month and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made, no later than the 10th day of the following month.

Section 3.3

The employee's obligation to make such deductions shall terminate automatically upon termination of the employee who signed the authorization or upon his/her transfer, to a job not

covered by this Agreement, except that deductions shall be resumed if an employee, terminated by layoff, is rehired during the life of the contract then in existence.

Section 3.4

The Union agrees that it will indemnify and save the employer harmless from any and all liability, claim, responsibility, damage or suit, including salaries, court costs and attorneys' fees, which may arise out of any action taken by the Employer in accordance with the terms of this Article. The Board shall notify the Union of any claims made against it concerning this Article.

Section 3.5

The Union shall have reasonable access to work locations for purposes of processing grievances or addressing other matters within the scope of union business, provided that such access shall not interfere with the work of any employee, or the safety or security of staff or students. As such, union business shall occur outside of working hours and, if access to a building is required, the union representative shall make an appointment in accordance with standard procedures.

ARTICLE IV
NO DISCRIMINATION

Section 4.1

There shall be no illegal discrimination, coercion or intimidation of any kind, either by the employer or by the Union, against any employee or member, because of marital status, age, sex, sexual orientation, creed, national origin, color, race, religious belief, physical or mental handicap, or Union activity, or any other protected category under state and federal law. This provision is for clarification purposes only and shall not be subject to the grievance procedure.

Section 4.2

All past practices, procedures, and customs not specifically incorporated in or protected by this agreement are hereby rendered null and void.

ARTICLE V
SENIORITY

Section 5.1

Seniority is defined as an employee's period of continuous service with the Board in a bargaining unit position since last date of hire.

Section 5.2

Probationary Employees. New employees shall serve a probationary period of sixty (60) working days and shall have no seniority rights, personal leave days, or sick leave pay during this period, but shall be subject to all other provisions of this Agreement. During the probationary period, the employee may be disciplined or discharged at the board's discretion and neither the employee nor the Union shall have recourse to the grievance procedure. Employees who have completed the probationary period shall be credited with length of service retroactive to their date of employment in a bargaining unit position. Upon written notice prior to the expiration of the initial sixty (60) working day probationary period, by mutual written agreement with the Union, an employee's probationary period may be extended for an additional sixty (60) working days and the rights and privileges set forth herein shall continue during the extended probationary period.

Section 5.3

Probationary employees and/or the employee with the least seniority will be laid off first. Whenever possible, an employee laid off shall be given thirty (30) calendar days notice of such action. If the position is subsequently reinstated within a one (1) year period from the date of layoff, the laid off employee shall be entitled to his/her former position, provided that the employee is qualified for the position, and provided further that the employee returns to the position within three (3) weeks after the board forwards a notice of recall by certified mail to the employee at his/her last known address. The employee shall be responsible for notifying the Board in writing of a change in address during any layoff period.

Section 5.4

An employee's seniority will be broken and cease when he/she:

- a. quits;
- b. retires;
- c. is discharged;
- d. dies;
- e. is laid off and is not recalled within one year;
- f. fails to return from authorized leave of absence.

Section 5.5

The Board shall prepare a list of employees within the bargaining unit showing their date of hire and deliver this list to the Union representative by December 1 of each year. Upon completion of the probationary period, new employees shall be added to this list. If the Board is not notified of any inaccuracies or mistakes by the Union within fifteen (15) days, the seniority list will be considered conclusive.

ARTICLE VI
PROMOTIONS AND TRANSFERS

Section 6.1

If the employer decides to fill a vacant position within the bargaining unit, the same shall be posted for a period of no less than five (5) working days prior to the issuance of any public notice of said vacancy.

Section 6.2

When two (2) or more applicants are considered by the Superintendent to be equal in the qualifications considered for appointment for the job opening including skill, training, and ability to perform the work, the employee with the greatest bargaining unit seniority shall be awarded the position. The Board retains the right to fill positions from outside the bargaining unit.

Section 6.3

Employees wishing to apply for a vacancy or new position shall submit, either personally or through a union official a written request to their supervisor. All requests must be made within five (5) working days of the final day of posting.

ARTICLE VII
HOURS OF WORK AND OVERTIME

Section 7.0

The term "full-time school nurses" shall mean nurses who work twenty eight (28) hours or more per week. "Part time school nurses" shall mean nurses who work less than twenty eight (28) hours per week.

Section 7.1

The work year for full-time school nurses employed by the Board of Education shall be one hundred ninety (190) days, notwithstanding the foregoing, school nurses shall be required to work the student school year and additional days which can be assigned by the Board either directly prior to, during, or following the school year, or a combination thereof. Furthermore, it is mutually understood and agreed that if the Board of Education increases the number of teaching days, the Board may require the school nurses to work additional days in accordance with the school year. In such cases, where the school nurses are required to work more than one hundred ninety (190) days per year, compensation shall be negotiated by the parties in accordance with C.C.S. § 7-473c. *et seq.*

The work year for part-time school nurses employed by the Board of Education shall be one hundred eighty eight (188) days. Part time nurses shall work the student school year and

additional days which can be assigned by the Board either directly prior to, during, or following the school year, or a combination thereof.

Section 7.2

Nurses recognize that their responsibility to the students and their profession at times requires the performance of duties that involve the expenditure of time beyond that of the normal working day.

Section 7.3

All nurses shall be considered salary employees. Full-time salaried employees who work seven (7) hours per day shall be paid the salaries listed in Appendix B. All other employees will receive a salary based on the following calculation:

$$\text{Salary listed in Appendix B} \quad \times \quad \frac{\text{\# of hours worked per week}}{35}$$

ARTICLE VIII
WAGES

Section 8.1

- a. All salaries effective during the term of this Agreement shall be as listed in Appendix B of this Agreement.
- b. The Superintendent may, at his/her discretion, credit experience or training when determining the starting rate of new employees.
- c. Employees who perform the work of the supervisor of Nurses will receive Ten (\$10) Dollars a day for each day so worked from date of appointment.
- d. Part-time employees who work twenty (20) hours or less per week and who are assigned to work more than twenty (20) hours per week shall, after five (5) continuous days of such work, receive an additional ten (10%) percent of their annual salary calculated on an hourly basis for each hour worked. This additional payment will be retroactive to the first day so worked. This payment is in lieu of any benefits that are provided to employees working more than twenty (20) hours per week.
- e. Nurses' salaries shall be distributed in one of the following methods:
 1. twenty-one (21) equal payments beginning no later than the second Friday of the work year. In the event the last pay period occurs more than one week prior to the summer recess in June, the Board may, after consultation with the Union, pay nurses in twenty-two (22) equal payments.

2. twenty (20) equal payments plus a balloon check beginning no later than the second Friday of the work year.

Nurses shall inform the Superintendent's office of the method of distribution no later than June 15 of the preceding school year. In the event a nurse fails to inform the Superintendent's office of the method of payment by June 15, the nurse's payment shall be distributed according to method "1" above. Newly hired nurses shall indicate their method of payment upon hiring.

The method of distribution shall be binding for the school year.

All per diem calculations required by this contract will be based upon the following formula:

$$\frac{1}{\# \text{ days in work year}} \quad \times \quad \text{base salary}$$

Any nurse working beyond the number of days provided for in Section 7.2 of this Agreement shall be compensated at the per diem rate unless otherwise agreed.

Section 8.2

One full time nurse at Killingly Central School, Goodyear School, Killingly Intermediate School, Killingly High School, Killingly Memorial School, and Saint James School shall each receive an annual stipend equal to four percent (4%) of his/her annual salary listed in Appendix B.

ARTICLE IX **SICK LEAVE**

Section 9.1

Employees shall be entitled to 15 sick days per year, awarded at the beginning of each school year. Nurses hired in the middle of a school year shall receive a prorated number of sick days upon hire. Unused sick leave may be accumulated to a maximum of one hundred seventy (170) days. Employees may use sick time and accumulated sick time for personal illness or injury only.

Section 9.2

In case of sickness; either on the job or prior to reporting to work, the employee shall notify his/her immediate supervisor or the school office as soon as possible.

Section 9.3

Whenever an employee is absent from work because of injury/illness which the workers' compensation commissioner or the Board's insurance carrier has determined to have arisen out of and in the course of employment, the employee shall be paid his/her full salary during such period of time that the employee is disabled from performing his/her job responsibilities and is receiving temporary disability benefits, which period shall not exceed six (6) months from date of injury. Such payments shall be less the amount of any workers' compensation benefits. No part of such absence shall be charged to the employee's annual or accumulated sick leave.

Section 9.4

Employees hired on or before July 1, 2017 who have completed fifteen (15) years of continuous service with the Board of Education and are retiring in good standing from public service with the Board of Education shall be compensated twenty dollars (\$20) for each unused sick day to a limit of seventy (70) days. In order to be eligible for this payout, nurses must provide written notification of retirement on or before January 15 of any year if he/she will retire at the end of the school year or six calendar months prior to the nurse's planned retirement date if the nurse will retire in the middle of the school year.

Section 9.5

Part-time employees shall be entitled to the sick leave benefits of this Article on a pro-rated basis.

Section 9.6

In the event the Superintendent of Schools or designee suspects that a nurse is abusing the sick leave benefit (e.g., unusual or frequent patterns of absence), the Superintendent shall have the right to require that the nurse provide a certificate from the nurse's attending physician which concerns the nurse's need for sick leave or to require that the employee be evaluated by a physician of the Board's choosing at Board cost. If a medical certificate is required, the Board must notify the employee of this requirement while the employee is still on sick leave.

ARTICLE X **BEREAVEMENT LEAVE**

Section 10.1

In the event of a death in the immediate family the employee will be paid for time lost from scheduled work not to exceed five (5) days in order to attend the funeral. Immediate family includes: husband, wife, mother, father, son, daughter. Employee will be paid for time lost from scheduled work not to exceed three (3) days in order to attend the funeral of the employee's brother or sister, grandparent, grandchildren, mother-in-law, father-in-law, and legal guardian. One day's time off with pay shall be granted to attend the funeral of brother-in-law, sister-in-law, close friend or relative not covered above. The Superintendent shall have the authority to waive the one day in favor of three days in any situations that, in his/her judgment, are appropriate.

ARTICLE XI
PERSONAL LEAVE

Section 11.1

The Superintendent may, on one week advanced written notice (excepting times when emergencies preclude this written notice), grant a leave with pay for up to two (2) days per year for personal reasons; however, such days may not fall immediately prior to or immediately after a school holiday or vacation period. It is expected that requests will be for extraordinary conditions that could not be handled otherwise, and that the reasons for said leave will be stated. Included in the above, but not limited to, are:

- a. Meeting legal requirements;
- b. Birth of child;
- c. Attendance at graduation exercises of self, spouse, son or daughter;
- d. Religious observance (such use of days shall not preclude additional days not to exceed two (2) for compelling personal reasons);

The Superintendent, in his/her sole discretion, may grant additional personal days to persons whom the Superintendent determines to have compelling reasons for why such leave should be granted.

ARTICLE XII
INSURANCE AND PENSION PLAN

Section 12.1

The Board will, subject to insurance carrier regulations and as noted below, provide the following insurance benefits for employees who work greater than thirty (30) hours a week and their families, as outlined in Appendix C, except that the Saint James nurse shall continue to be eligible for benefits if she is regularly scheduled to work at that school for 28.75 hours per week.

The PPO Plan shall have the following components:

<i>In-network Services:</i>	
OV co-payment	\$40
Specialists visits	\$50
Urgent Care	\$100
ER	\$150
Outpatient hospital services	\$400

<i>In-network Services:</i>	
In-patient hospitalization	\$500
Prescription Coverage	3 Tier Managed Formulary
Retail Co-payments	\$10/25/40
Mail Order	2x retail
Retail Supply	30 days
Mail Order Supply	90 days
Annual Maximum	\$2000 (with excess rolling to out-of-network benefit)

A HSA (Health Savings Account) plan with the following components:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$2000/4000 (Shared In/Out)	
Co-insurance	N/A	20% co-insurance after deductible, subject to co-insurance limits
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense subject to deductible, once deductible is met, then \$0/15/30; Effective 7/1/19: Public Sector 3-Tier Option 2 (\$0/25/40) & 2x co-pay for mail order	20% co-insurance after deductible, subject to co-insurance limits
Co-insurance Maximum (Individual/Aggregate Family)	\$3,000/6,000 (Out of network Coinsurance and In-network post deductible RX copays)	
Cost Share Maximum (Individual/Aggregate Family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	\$1,000,000

The Board will fund fifty percent (50%) of the applicable HSA deductible amount for each full-time employee who elects coverage under the high deductible/HSA plan (with pro-rated funding of the deductible for part-time employees). The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments in September and January. 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. For

any plan year in which an employee is enrolled in the high deductible/HSA plan for only a portion of the plan year, the Board's contribution toward the funding of the deductible shall be pro-rated.

If the Board determines that the total cost of a group health plan or plans offered under this contract may trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA). Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage including but not limited to, proposals designed to: modify the plan(s) so as to reduce the cost of the plan(s) below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the costs of health insurance coverage, and/or allocate the responsibility for increased costs associated with the imposition of the excise tax.

Section 12.2

All regularly employed employees will be eligible for enrollment in a term life insurance program in the amount of \$40,000, subject to insurance carrier regulations.

Section 12.3

In each case where the name of a particular company or a specific plan has been used in this section, the intent is to indicate the general type of insurance and not to establish a relationship with one particular company or with any specific plan. The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided that the overall level of benefits, when considered as a whole, remains substantially comparable to the overall level of benefits in effect immediately preceding any such change.

Section 12.4

The Board agrees to provide bargaining unit employees with access to a dental insurance plan, subject to any and all enrollment and eligibility requirements established by the district's insurance carrier(s). Participating employees shall be responsible for paying the complete costs for such insurance. The Board agrees to deduct the full cost of the dental insurance plan from the employees' wages.

Section 12.5

Employees will contribute the following percentage of the cost of the health insurance premium. The Board of Education will pay the remainder of the premium for the insurances set out in this article of the Agreement for individual, two person and family coverage.

		<u>Employee Premium Cost Share</u>	<u>Board Premium Cost Share</u>
2018-19*	HSA	13%	87%
2019-20	HSA	14%	88%
2020-21	HSA	15%	85%

* Upon ratification of the 2018-21 Contract by both parties.

The HSA (Health Savings Account) plan shall be the core insurance plan. For any nurse wishing to remain in the PPO plan, the Board will contribute toward the cost of that plan, an amount equal to the dollar amount contributed by the Board toward the premium of the HSA plan for the nurse's coverage level. Any nurse remaining enrolled in the PPO plan shall pay the full difference between the dollar amount contributed by the Board and the full cost of the PPO plan.

The employee will pay his/her share of the premium by automatic payroll deductions. In this regard, to be eligible to receive such insurance benefits, each employee must submit a wage deduction authorization permitting the Board to deduct such premium costs. Each employee will be informed in writing prior to the first deduction of the premium cost. An employee may forego or withdraw from such coverage rather than pay such additional costs. Reinstatement of such coverage shall be subject to insurance carrier rules and regulations.

Section 12.6

The Board will adopt an Internal Revenue Code Section 125 pre-tax premium conversion account for employee premium contributions. The Internal Revenue Code and its implementing regulations shall govern the administration of this plan.

ARTICLE XIII
TEMPORARY DISABILITY LEAVE

Section 13.1

Temporary disability leave may be granted by the Superintendent of Schools upon written request by a nurse. Upon request, the nurse shall provide a physician's statement indicating the nature of the disability and certifying that the nurse is unable to perform his/her employment duties. The statement shall set forth the anticipated duration of the disability period. Accumulated sick leave shall be made available for use during temporary disability.

Section 13.2

A temporary disability leave, when granted, shall only be for the period of disability. The period of disability leave shall normally be no longer than twelve (12) months; however, disability leave may, at the discretion of the Board of Education, be extended for an additional period of time. Requests for an extension of disability leave shall be in writing and shall be accompanied by a physician's statement verifying the nurse's need for an extension of the leave.

Section 13.3

Insurance benefits, subject to insurance carrier regulations and employee contributions under this Agreement, will be continued for the nurse at Board expense, subject to the employee's premium cost sharing obligation, during the initial disability leave period. Continuation of insurance benefits during any extension of the disability leave shall be at the employee's expense, unless the Board, upon granting an extension beyond disability agrees in writing to continue insurance benefits at Board expense (subject to the employee's premium cost sharing obligation) pursuant to this Agreement on a case-by-case basis. The decision by the Board of Education in such instances is not subject to the grievance procedure.

Section 13.4

Unless otherwise specified, a nurse shall return to employment from approved temporary disability leave five (5) work days after presenting to the Superintendent of Schools a written physician's certificate verifying the nurse's ability to perform his/her job responsibilities. The certificate shall state whether there are any physical or other limitations which would prevent the nurse from performing any of his/her duties.

Section 13.5

The Board of Education shall have the right to require a nurse requesting temporary disability leave to be examined by a physician of the Board's choosing for the purpose of verifying the nurse's need for disability leave or need for an extension of such leave. The Board shall also have the right to have a nurse on disability leave examined by a physician of the Board's choosing to determine the nurse's ability to return to employment. The cost of this examination shall be at the expense of the Board of Education, to the extent that such cost is not covered by health insurance.

Section 13.6

Leaves of absence, without pay, for childrearing purposes, may be granted by the Board of Education, following the birth or adoption of a child. Such leaves shall begin within sixty (60) days of the birth or adoption. The length of the leave shall be specified and shall not exceed twelve (12) weeks. During the period of a childrearing leave, insurance benefits shall remain in effect, the cost of which shall be paid by the Board of Education, subject to insurance carrier regulations and employee contributions under this Agreement.

Section 13.7

Upon return from leave, a nurse shall be assigned to the same position if available for a similar position if his/her prior position is unavailable. The employee will be placed on the salary schedule in effect at the time of his/her return but shall not advance a step while on leave.

ARTICLE XIV
JURY DUTY

Section 14.1

Any nurse who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The staff member shall receive a rate of pay equal to the difference between the professional salary and the jury fee.

Section 14.2

Any employee who receives notification to report for jury duty shall notify the Superintendent as soon as possible following receipt of such notice.

ARTICLE XV
EDUCATION AND TRAINING

Section 15.1

Employees shall suffer no loss of pay for attending educational seminars or conferences during the normal work week, provided the same is approved in advance by the Superintendent.

Section 15.2

Effective July 1, 2017, subject to the prior written approval of the Superintendent of Schools or designee, employees may be reimbursed for course work and/or continuing education units which is directly related to the employee's job responsibilities. The maximum reimbursement an employee may receive shall be two hundred and fifty dollars (\$250) per year. The employee must pass the course and present to the Superintendent or designee evidence of successful completion. The Board shall budget the sum of three thousand dollars (\$3,000) per year for tuition reimbursement excluding CPR training provided by the Board which money shall be paid out on a first come, first served basis, subject to the limitations herein.

ARTICLE XVI
TRANSPORTATION AND TRAVEL

Section 16.1

If the district requires an employee to use his/her automobile in performing his/her job duties, the employee will be reimbursed at the IRS rate, in accordance with all applicable IRS regulations. In order to be eligible for such reimbursement, the employee must submit a written request for reimbursement to the Business Office no later than the tenth calendar day of the month following such travel. This section does not apply to any transportation between an employee's residence and school buildings.

ARTICLE XVII
DISCIPLINARY ACTIONS

Section 17.1

The Board shall have the right to discipline or discharge employees for just cause. Under normal circumstances, discipline shall be applied in progressive order (i.e. first warning, then suspension, then discharge). In cases of serious employee misconduct, this progression need not be followed, and employees involved may be discharged or suspended for the first offense. This provision shall not pertain to probationary employees.

ARTICLE XVIII
GRIEVANCE PROCEDURE AND ARBITRATION

Section 18.1

A "grievance" shall mean a claim by an employee or employees covered by this Agreement that there have been a personal loss or injury because of a violation, misinterpretation or misapplication of a specific section of the Agreement. A grievance shall be submitted, as provided for herein, within five (5) business days after the occurrence of the action giving rise to the grievance.

It is understood and agreed that handbooks, Board policy manuals, or excerpts thereof, are not, nor can they be construed, to be part of the terms of this Agreement.

It is understood that any employee grievant(s) shall, during the pendency or any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

An employee may be represented at Steps 1 through 3 of this procedure by a Union official.

Section 18.2

A grievance shall be processed in accordance with the procedure herein. A grievance filed at any level of this procedure must be in writing and must contain the following information:

1. the name(s) of the grievant(s);
2. a statement of the nature of the grievance;
3. a statement of the nature and extent of the injury or loss;
4. a statement of the provision(s) of the contract allegedly misinterpreted, violated or misapplied;
5. remedy requested.

Section 18.3

Step 1

If an employee feels that he/she may have a grievance, he/she may first discuss the matter with the Supervisor in an effort to resolve the problem informally. If the grievant is not satisfied with such informal discussions, he/she shall reduce the grievance to writing and submit it within the time limit of Section 18.1 to the Supervisor. The Supervisor shall respond to the grievance in writing within ten (10) business days from the date the grievance was submitted to him/her.

Step 2 - Superintendent of Schools.

If the grievant is not satisfied with the disposition of the grievance at Step 1 or if no decision is rendered within ten (10) business days of the filing at Step 1, the grievant shall within five (5) business days of the decision or the expiration of the time limit for rendering a decision, whichever is sooner, file the written grievance with the Superintendent of Schools.

The Superintendent, Assistant Superintendent or Business Manager may, within ten (10) business days after receipt of the grievance, meet with the grievant for the purpose of resolving the grievance. The Superintendent or designee shall, within five (5) business days after the meeting, or in the event no such meeting is held within fifteen (15) business days after receipt of the grievance, render his/her decision and reasons in writing to the grievant with a copy to the Union President.

Any time limits specified with this Article, except for the initial filing of the grievance, may be extended by written mutual agreement of the Union and the Board. If a grievance is not submitted to a higher step under the timelines and procedures set forth herein, it shall be deemed settled on the basis of the Board's answer in the last step considered.

Step 3

If the grievance is not settled, the Union shall notify the Superintendent in writing within twenty (20) days after receipt of the written answer of the Superintendent or his/her designee under Step 2 above that the Union wishes to submit the matter to arbitration. The Union's request for

arbitration must be submitted to the Connecticut State Board of Mediation and Arbitration with the same twenty (20) day deadline.

Section 18.4

The arbitrators designated shall hear and decide only one (1) grievance at a time. Their award shall be final and binding as provided by law. They shall be bound by and must comply with all the terms of this Agreement, except as otherwise provided by law, and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement.

ARTICLE XIX
NO LOCKOUT-NO STRIKE

Section 19.1

The Board agrees that it will not lockout the employees covered by this Agreement during its term.

Section 19.2

The Union and the employees expressly agree that during the life of this Agreement, there will be no strikes, slowdowns, picketing work stoppages, mass resignations, mass illnesses or other similar forms of interferences with the operations of the school system.

ARTICLE XX
MISCELLANEOUS

Section 20.1

- a. The employer agrees to provide each employee with a copy of this Agreement with thirty (30) days after the execution date hereof.
- b. The employer agrees to provide each employee with a copy of this Agreement at their time of hire.

Section 20.2

Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof, directly specified in the decision; upon the issuance of such a decision the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

Section 20.3

Permanent part-time employees shall receive all leave benefits, prorated to their hours of work. This includes sick leave, personal leave, jury duty leave and any other leave afforded under state and/or federal law.

Section 20.4

Whenever the singular number is used herein, they shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

Section 20.5

The aggrieved employee and a Union representative shall not suffer any loss of pay for time spent meeting with school officials on a grievance matter.

Section 20.6

The Board shall provide up to 1 lab coat per year, unless the nurse indicates that he/she has sufficient lab coats.

ARTICLE XXI
DURATION AND RENEWAL

Section 21.1

This Agreement shall remain in full force and effect from July 1, 2018 through June 30, 2021.

Section 21.2

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 the parties hereto unless expressly adopted in writing and mutually agreed upon between the Board and the Union.

Section 21.3

This Agreement may be altered or modified only by mutual agreement of the parties hereto.

In witness whereof, the parties hereto caused this Agreement to be signed by their respective representative this 16th day of January, 2019.

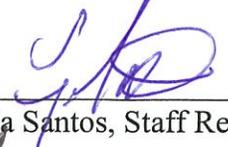
KILLINGLY BOARD OF EDUCATION



John Burns, Chairperson

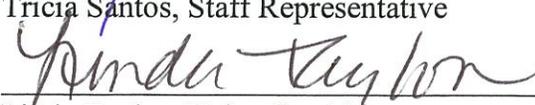
1/16/19

KILLINGLY PUBLIC SCHOOLS
PROFESSIONAL NURSES LOCAL 1303-310
OF COUNCIL 4, AFSCME, AFL-CIO



Tricia Santos, Staff Representative

1/16/19



Linda Taylor, Union President

1/16/19

APPENDIX B

NURSES RATES FOR 2018-2021

	2018-19	2019-20	2020-21
STEP	Annual	Annual	Annual
1			
2			
3	44,502	45,392	46,300
4	45,796	46,712	47,646
Maximum	48,122	49,084	50,066

Note: Effective upon ratification of the 2018-21 Contract the parties deleted steps 1 and 2.

Note: Nurses not on maximum will move one (1) step.

Note: The above rates are the salaries for full time nurses working 35 hours per week. The salaries for all other nurses will be calculated pursuant to the formula in Article VII, Section 7.3.

APPENDIX C
INSURANCE PLAN SUMMARY