

AGREEMENT

BETWEEN

THE MANCHESTER BOARD OF EDUCATION

AND

THE MANCHESTER SCHOOL NURSES ASSOCIATION

CSEA, Local 2001, SEIU

Covering the Period

July 1, 2016

to

June 30, 2019

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THE MANCHESTER BOARD OF EDUCATION

AND

MANCHESTER SCHOOL NURSES ASSOCIATION OF

CSEA, Local 2001, SEIU

THIS AGREEMENT IS MADE AND ENTERED INTO as of the 1st day of July, 2016 by and between the MANCHESTER BOARD OF EDUCATION (the "Board") and the CSEA, LOCAL 2001, SEIU.

ARTICLE I - RECOGNITION

The Manchester Board of Education recognizes and certifies CSEA, Inc., SEIU LOCAL 2001 for the purposes of professional negotiations as the exclusive representative for all Manchester School Nurses for the purpose of and with the rights and privileges as provided by Chapter 113 of the Connecticut General Statutes

The position of the Head Nurse is removed from the bargaining unit of the Union. A new position is created outside the Union, known as the Coordinator of School Health, and all duties, benefits and salary will be negotiated between the individual in that position and the Board. The Union will not represent the Coordinator of School Health, nor will the individual in that position pay dues to the Union.

ARTICLE II - PAYROLL DEDUCTIONS

1. The Board agrees to deduct from the paycheck of each employee who is a member of the Union and who has signed an authorized payroll deduction card prior to, or subsequent to, the effective date of this Agreement a sum certified in writing, by the Secretary, or other authorized official of the Union. These deductions shall be made on dates agreed to by the Board and the Union and sent directly to the Union office, 760 Capitol Avenue, Hartford, CT 06106.
2. The Board agrees to deduct from the salaries of its employees dues for professional organization memberships in accordance with procedures established in cooperation with the Central Office. Other payroll deductions may be provided for, as agreed in cooperation with the Central Office.

3. Employees who have authorized Union dues deductions and who are not eligible to receive pay on a scheduled date for such deductions shall be subjected to a double deduction on the next scheduled date thereof.
4. Effective after ratification, all employees must participate in Direct Deposit.

ARTICLE III - PRESERVATION OF RIGHTS

1. The parties agree that the Board retains all rights it had prior to the signing of this Agreement, except as such rights, whether exercised or not, which have been specifically relinquished or abridged in this Agreement.
2. The parties further agree that the employees retain all rights they had prior to the signing of this Agreement, except as such rights, whether exercised or not, which have been specifically relinquished or abridged in this Agreement.
3. Agency Shop and Dues Check-Off:
 - A. All employees in the unit who are Union members on the effective date of this Agreement, or who afterward join, must remain members to the extent of paying monthly dues to CSEA, Inc. uniformly required of all members for the duration of this Agreement as a condition of continued employment.
 - B. All employees in the Unit who are not Union members on the effective date of this Agreement shall, as a condition of continued employment, pay to CSEA, Inc. each month a service charge as a contribution toward the cost of the administration of this Agreement. The amount of such service charge shall be equivalent to the amount uniformly required of those who become members of the organization.
 - C. Upon receipt of individual written authorization from Union members the Board agrees to deduct Union dues monthly from earned wages and remit promptly to CSEA, Local 2001, SEIU, 760 Capitol Ave., Hartford, CT 06106 not later than the last day of each month.
 - D. The organization 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 Board for the purpose of complying with the provisions of this article.

ARTICLE IV - HOURS OF WORK AND CONDITIONS OF WORK

1. School nurses' contracted year shall consist of the student school year plus professional development days, for a total of 187 days per year.

It is expected that all school nurses assigned to non-public schools will report to work, under the direction of the Coordinator of School Health Services, on those days that the non-public school calendar does not match the Manchester Public Schools' calendar.

By mutual agreement, a school nurse may work additional days, beyond their contracted year, prior to the start and/or end of the student school year. A per diem compensation of the employee's salary will be paid for any additional days worked.

2. The nurses' normal workday shall be seven and one-half hours, inclusive of a one-half hour paid lunch and an additional 15-minute duty-free break. Specific starting and ending times will be determined by the building administrator, nursing supervisor and the nurse assigned to the building. Part-timers' work shall be pro-rated in proportion to thirty-seven and one half (37.5) hours.
3. In arranging schedules for the school nurses responsible for more than one school, an effort will be made to minimize the amount of interschool travel, and equalize the caseload. Such nurses will be notified of any changes in assigned schedules as soon as possible. It is agreed that it is a desirable standard that, to the extent possible within the available funds, a nurse be assigned to no more than one school. However, if a nurse is, in fact, assigned a second school, the Administration must first notify the Union and afford the school nurses an opportunity to discuss the assignment. Provisions of this article are not subject to the grievance procedure.
4. Manchester Public Schools does not discriminate in any employment practice, education program, or educational activity on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, disability (including, but not limited to, intellectual disability, past or present history of mental disorder, physical disability or learning disability), genetic information, or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws. Manchester Public Schools does not unlawfully discriminate in employment and licensing against qualified persons with a prior criminal conviction. Manchester Public Schools is committed to a policy of equal opportunity/affirmative action for all qualified persons and equal access to Boy Scouts of America and other designated youth groups.
5. Unless a greater rate is provided for by the terms of this Agreement, premium overtime, which is defined to mean payment of one and one-half (1-1/2) times the employee's straight time hourly rate, shall be paid to full-time and part-time employees for each hour, or portion thereof, worked in a work week in excess of thirty-seven and one-half (37.5) hours or for each hour, or portion thereof, worked in any day in excess of seven and one-half (7.5) hours.
6. On late opening days, nurses shall report for work fifteen (15) minutes prior to the opening time for that day. On half-day sessions or early closings, nurses shall remain fifteen (15) minutes after dismissal.
7. Employees shall be offered influenza vaccines at no cost.

8. On Professional Development Days, the Coordinator for School Health will provide appropriate health-related in-service training. It is understood that building principals may require all staff to be present for portions of other in-service training.
9. Nurses shall be reimbursed for Professional Development, i.e., conferences, seminars, and other work related courses up to a maximum of one hundred fifty dollars (\$150.00) per school year. Attendance at such programs must be approved in advance by the Coordinator of School Health. Release time for Professional Development will be governed by the availability of substitute nurses.
10. Presentation by nurses during a staff development day: Nurses will not be compensated for their presentation itself; however, they will be compensated for their preparation time at the ratio of two (2) hours of prep time for each hour of presentation time at the rate of twenty dollars (\$20.00) an hour.
11. Elementary nurses shall be provided a thirty (30) minute prep time to be designated by the nurse, the administrator and the Coordinator of School Health Services. The nurse will remain in the building and respond to emergencies. The building principal will inform building staff accordingly.
12. In the event an Administrator requests a nurse to accompany students on an extended field trip that includes providing overnight(s), the following would apply:

The building nurse will receive a request in writing from the Administrator outlining the dates and times of the trip and requesting his/her services. The nurse will respond in writing to Administration with his/her availability to participate in the trip. A copy of this response will be forwarded to the Coordinator of School Health.

In the event the building nurse is unable or unwilling to attend the trip, the Coordinator of School Health will work with Administration and offer a Manchester school nurse or Manchester substitute school nurse the opportunity to attend the trip.

The nurse attending the trip will complete the appropriate time sheet to account for hours worked following his/her contractual hours and submit the time sheet to the building Administrator.

ARTICLE V - TRANSFERRALS OR REASSIGNMENTS

1. An up-to-date listing of new and open positions shall be published via email for at least 5 (five) work days and posted in each school during the school year and in the Central Office during the summer vacation period. Additionally, new or open positions, that are not filled internally, will be listed on the Manchester Public Schools' website.

Public announcement or advertisement of any new or open position will run concurrently with internal postings, but any qualified employee, who applies within the

stated timelines, will have absolute preference for being hired over an external candidate.

2. To the extent possible, reassignment at the elementary and secondary level shall be voluntary. Changes in assignment that are not voluntary shall be to a comparable position, if possible, and shall not be effected without a prior personal conference between the school nurse involved and the Superintendent of Schools or his/her designee. The school nurse shall be notified of the reason for transfer and confirmation of the same shall be in writing. Involuntary assignments or transfers shall be subject to the grievance procedure to the extent that there has been a violation of the above procedural requirement.
3. A change in regular assignments shall be handled by the Superintendent or designee in consultation with the Coordinator for School Health.
4. When a new school is opened, or a nursing position becomes available and it becomes necessary to transfer nurses from one or more schools, transfer decisions will be made by the school principals, Central Office administration and the Coordinator for School Health.
5. Within seven (7) calendar days after a published position has been filled, the Superintendent or his/her designee shall inform other applicants in the Manchester School System in writing to that effect.
6. Probationary Period: All new employees shall be subject to a probationary period of three (3) months and shall have no seniority rights or recourse for grievance during this period, but shall be subject to all other provisions of the Agreement. During such probationary period, it shall be the responsibility of the Coordinator for School Health, in consultation with the building administrator, to evaluate performance and, if deemed unsatisfactory, issue a recommendation to the Superintendent of termination.

ARTICLE VI - HEALTH FACILITIES

1. The Board and the Union agree that the Coordinator of School Health shall be included in the planning of Health Rooms in new school buildings and in additions to existing school buildings or renovations and that each school building have the following facilities:
 - A. In each Health Room there will be a private bathroom and proper water facilities for first aid and hand washing.
 - B. In each Health Room a private telephone shall be included.

ARTICLE VII – LEAVES

1. SICK LEAVE

- A. Nurses shall be granted annually fifteen (15) sick leave days, with full pay.
- B. Nurses who work less than a full day shall be granted sick leave days prorated according to the fraction of the time for which they are employed.
- C. Anyone with 184 or more accumulated sick leave days as of July 1, 2001 will be allowed to keep those sick leave days. All other employees will be allowed to accumulate only up to 184 sick leave days.
- D. For absences for sickness beyond earned sick days, employees will receive no salary, unless the employee receives approval from the Union and the Superintendent to use the sick bank. Health insurance will be provided under the guidelines of the Family Medical Leave Act (F.M.L.A.).
- E. In the event of a serious health condition (as defined by F.M.L.A.) of the employee or immediate family member, the Board of Education will follow federal F.M.L.A. guidelines. In addition, if a nurse is eligible for federal F.M.L.A. to provide necessary care for an immediate family member, the nurse may use accumulated sick leave for up to 10 (ten) days for such leave. Additional sick leave for such purpose may be granted by the Superintendent or his/he designee.
- F. All employees hired on or after July 1, 1998 will receive no compensation for accumulated sick leave payout upon retirement. Employees hired prior to July 1, 1998, and who have not yet accumulated 184 sick leave days as of July 1, 2001, will be eligible for compensation upon retirement in the amount of one-half their accumulated sick leave days, up to a maximum payout of 92 days. Current employees, hired prior to July 1, 1998 and who have accumulated over 184 days as of July 1, 2001, would be eligible for compensation upon retirement in the amount of one half the number of accumulated sick days, capped at a payout of 120 days.

For each eligible nurse who has reached the age of fifty-five (55) during the calendar year of retirement, the Board shall contribute the applicable compensation amount under the provision of this section into a 401(a) plan established by the Board. Such contribution into the 401(a) plan shall be mandatory for each such eligible retiring nurse. The Board shall make such contributions within sixty (60) days after the effective date of the nurse's retirement. For any eligible retiree who has not reached the age of fifty-five (55) as of the calendar year in which the nurse retires, the Board shall pay directly to the nurse the dollar amount applicable to such nurse for the payment for unused sick leave, with such amount to be determined in accordance with the provisions of this contract section. Such payments shall be made within the same period applicable to 401(a) contributions under the provisions of this section.

- G. In the event of five (5) consecutive days or longer of absence due to illness, the Superintendent or his/her designee may request the filing of a doctor's certificate.

The Board shall comply with all Family Medical Leave Act (F.M.L.A.) requirements. The Superintendent may, if he/she has reasonable cause to believe that there is an abuse of sick leave policy, require an examination by an independent physician, such examination to be at the Board's expense.

- H. If any nurse is out due to long-term illness, the Board will hire a substitute for the duration of the employee's illness.
- I. Whenever a nurse is absent from work as a result of a work-related injury or occupational disease and becomes eligible for Workers' Compensation, he/she shall be paid his/her full salary for the period of such absence up to a maximum of one (1) year from the inception of the absence; in any case the absence shall not be charged to sick leave. Any amount of salary payable pursuant to this section shall be reduced by the amount of any Workers' Compensation Award for the period for which such salary is paid. The Board will continue to provide, in the same manner to any employee who suffers employment related injuries, or occupational disease, accident and health insurance or life insurance coverage while the employee is eligible to receive or is receiving Workers' Compensation payments or while the employee is receiving wages under a provision for sick leave payments for time lost due to an employment-related injury or occupational disease.
- J. Time spent at medical or dental appointments, which cannot be made at other than school times, shall be charged against sick leave on an hourly basis subject to approval by the Coordinator of School Health.

2. SICK LEAVE BANK

- A. The President of the Nurses' union is responsible for contacting all members of the union by the end of September of each school year in order to determine each member's interest in participating in the Sick Leave Bank. The President shall get written confirmation from each member and transmit that information to the Payroll Department, with a copy to the Human Resources Department. When a new nurse is hired, the President will follow these procedures within the first 30 days of his/her hire.
- B. Each member of the Union shall be permitted to contribute two (2) days from his/her sick leave accumulated reserve each school year to a "Sick Leave Bank" which shall be established to aid members who suffer prolonged illness and whose sick leave accumulation has been exhausted. The bank shall be built up to a maximum of 300 days. No more days shall be added until the bank is depleted to approximately 150 days. Then the bank will be built up again using the same process. A nurse must be a contributing member for at least a year before being permitted to apply for benefits.
- C. A contributing member with less than two (2) years in the Manchester School System may be permitted on written application to the Superintendent to draw up to

35 days against the bank after his/her own accumulated sick leave has been exhausted.

- D. A contributing member with two (2) years or more in the Manchester School System may be permitted on written application to the Superintendent to draw the necessary sick days up to a maximum of 65 days against the bank after his/her own accumulated sick leave has been exhausted.
- E. The following conditions shall apply:
 - (1) Additions to the banks shall be made at the beginning of school year.
 - (2) A person withdrawing membership in the bank will not be able to withdraw the contributed days.
 - (3) Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.
 - (4) Sick leave shall mean the leave a staff member has for that year plus his/her accumulations.
 - (5) The Union must formally state its position on each application.

3. OTHER LEAVES OF ABSENCE

A. PERSONAL LEAVE

- (1) Leaves of absence with pay and not chargeable against the employee's sick leave allowance shall be granted, subject to application to the immediate supervisor and with the formal approval of the Superintendent or designee.

The nurse submits a "Request to be Absent Form" to the immediate supervisor at least 10 (ten) days in advance, except in the case of an emergency. All personal leave requests must be approved by the Superintendent or designee.

Personal leave will be charged on an hourly basis for a total maximum of four (4) days per school year to be used for discretionary reasons of the nurse.

The Superintendent and/or his/her designee is the only individual that can grant a personal day before or after a school holiday or vacation.

B. BEREAVEMENT LEAVE

A maximum of three (3) days for a death in the immediate family. Immediate family is defined as an employee's spouse (or person considered by the employee to be like a spouse), child, parent, sibling, grandparent, spouse's parent, child, sibling, or grandparent, or any other relative of the employee or employee's spouse who at

the time of his/her death was domiciled in the employee's household. Additional days may be granted at the discretion of the Superintendent.

C. LEAVES WITHOUT PAY

- (1) Leaves of absence without pay may be granted by the Board for a limited, definite period not to exceed one year for the following reasons:
 - (a) For health reasons, upon advice of a physician.
 - (b) For the purpose of further study.
 - (c) Childrearing
 - (d) For personal reasons subject to the review and recommendation of the Superintendent.
- (2) Application for such leaves of absence must be made in writing and the leave is subject to approval by the Board. Any request for leave of absence for the following school year should be made prior to April 1.
- (3) Notwithstanding the foregoing, any nurse granted a leave may continue his/her group insurance benefits during such leave by reimbursing the Board for the cost of such benefits.
- (4) It is expected that, as far as possible, leaves will be so arranged as to begin or end at the close of a school year.

D. SHORT-TERM MATERNITY LEAVE

Any disability resulting from pregnancy shall be considered sickness for the purpose of this Agreement and the leave shall be deducted from the nurse's sick leave. All childbearing leave shall be in accordance with applicable state and federal law. It is understood that nurses disabled under the provisions of this article shall return to the school system at the end of the disability.

E. CHILDREARING

- (1) Any nurse, male or female, shall be entitled, upon written request submitted to the Superintendent or his/her designee, to an extended leave without pay for purposes of childrearing. This leave shall be separate from any period of sick leave or disability leave with pay related to childbirth. A nurse shall be entitled to such leave for any school year, or reasonably requested portion of a school year, in which the child is born or adopted, and for one additional school year, if requested by the nurse. It is understood that insurance benefits will continue through the month following the month of the child's birth.
- (2) Childrearing leave shall be subject to the following provisions:

- a) A written request for childrearing leave must be submitted not less than thirty (30) days in advance of the initial sick leave or intended childrearing leave.
- b) All insurance benefits shall continue in effect, if the employee desires, with the employee paying the entire cost of the benefit.
- c) Nurses who have been granted a childrearing leave of absence shall notify the Superintendent or his/her designee in writing on or before the first day of February of their intention to resume work at the beginning of the next school year. A nurse returning from a childrearing leave at a time other than the start of the next school year, shall notify the Superintendent or his/her designee at least sixty (60) days prior to the anticipated return.

F. PROFESSIONAL LEAVE

- (1) Employees may attend educational programs which are beneficial to the Board (conferences, seminars, and courses related to their present position) at the Board's expense without loss of pay by the employee, providing such absence does not interrupt the normal work schedule and such attendance is mutually agreed upon between the employee, the Coordinator of School Health, and the Superintendent.

The Administration will make every reasonable effort to grant the request of a bargaining unit member for released time, not to exceed ten (10) days, in order to fulfill the practicum requirement of an accredited degree program in Nursing or Allied Health. When possible, the employee will give the Administration a six (6) month notice prior to the first day of the leave. The Board reserves the right to limit the use of this leave opportunity to one Union member per semester. The nurse will be responsible for the cost of the substitute.

- (2) With advance approval of the Superintendent, when it is necessary for official representatives of the Union to engage in Union activities directly relating to the Union's duties as representatives of the nurses, they shall be given free time, without loss of pay, as is necessary to perform any such activities. The Union, and its officers, recognize and agree that this privilege should not be abused.

G. JURY DUTY

If a nurse is called to serve on jury duty she/he shall continue to receive her/his full salary uninterrupted during said call to jury duty. The nurse serving on jury duty shall remit to the Board the per diem, (but not reimbursed expenses), received for such jury duty.

H. UNION LEAVE

With advance approval from the Superintendent or his/her designee, a Union official, or a member in good standing, shall be allowed to attend Union conferences, trainings, workshops and/or conventions, up to a maximum of four (4)

each year, without loss of pay. Requests must be made in writing and at least two (2) weeks in advance.

ARTICLE VIII - SALARIES

1. Effective and retroactive to July 1, 2016, the salaries in effect on June 30, 2016, shall be increased by two percent (2.0%), and such new rates shall be incorporated into the salary schedule referenced in Section 1. Salaries shall be paid according to Appendix B attached hereto.

Effective July 1, 2017, the salaries in effect on June 30, 2017, shall be increased by two percent (2.0%) and such new rates shall be incorporated into the salary schedule referenced in Section 1.

Effective July 1, 2018, the salaries in effect on June 30, 2018, shall be increased by two percent (2.0%) and such new rates shall be incorporated into the salary schedule referenced in Section 1.

2. There will be longevity service recognition, with an increment paid to any nurse, hired prior to the date of ratification of this contract, with sufficient continuous service to the Board. Nurses hired on or after September 17, 2001 shall not be eligible for longevity increments.

Longevity increments will be paid as follows:

Years 10 through 14	\$250
Years 15 through 19	\$350
Years 20 through 24	\$450
Years 25 and greater	\$550

Longevity payments to be paid in a lump sum on the anniversary date of employment. No payment will be given for partial years of service.

3. All nurses whose work is satisfactory and are not at the maximum rate of the salary schedule, will advance regularly year by year on the salary schedule. Service equivalent to ninety (90) school days or more during any school year shall be credited as a full year for wage purposes. Step movement for the Contract Year July 1, 2016 through June 30, 2017, if any, shall be retroactive to July 1, 2016.
 - (1) Nurses who have a master's degree will receive an annual stipend of \$500. The stipend will begin in the year following receipt of the degree and Central Office being informed of receipt of the degree.
4. Nurses who have passed the national examination for certification as a National Certified School Nurse (N.C.S.N.) shall receive \$250 each year to be added to base salary.

ARTICLE IX - TRAVEL ALLOWANCE

Employees who use a privately owned automobile for conducting Board business shall be reimbursed once a month for all mileage at the rate equivalent to that rate currently approved by the I.R.S.

ARTICLE X – INSURANCE AND PENSION

Full-time employees (37.5 hours/week) and their spouses and dependents shall have provided to them the choice of the following insurance coverages for the period July 1, 2016 through June 30, 2018, in accordance with the provisions set forth in Section B below. Effective July 1, 2018, the only plan offered is the High deductible/HSA health insurance plan (“HSA Plan”).

A. The plan being offered is:

- (1) Open Access Plus OAP\$30 (to be eliminated effective July 1, 2018)
- (2) Open Access Plus OAP\$20 (to be eliminated effective July 1, 2018)
- (3) High Deductible Health Plan with Health Savings Account (Core plan effective July 1, 2017; sole plan effective July 1, 2018)

The HSA plan will include the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/4,000	
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Co-insurance Maximum (individual/aggregate family)	N/A	\$3,000/\$6,000
Cost Share Maximum (individual/aggregate family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	
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 post-deductible drug co-payments as set forth below.	

Following exhaustion of the deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40 (retail), and a two times co-payment for mail order.

For each eligible full-time nurse, the Board will fund fifty percent (50%) of the applicable deductible amount. For the 2017-18 contract year, the Board shall deposit its full contribution toward the HSA plan deductible into the HSA accounts in September. For all subsequent years, one-half of the Board’s contribution toward the HSA plan deductible will be deposited into the HSA accounts in September, and the remaining one-half of the Board’s contribution will be deposited into the HSA accounts in January. The Board’s contribution toward the funding of the deductible shall not be deemed an element of the underlying insurance plan. Rather, the Board’s contribution toward the funding of the deductible shall relate solely to the manner in which the deductible shall be funded for actively employed nurse. The Board shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.

Effective with the 2018-19 contract year, the Board will not process employee contributions into employees’ Health Savings Accounts on a pre-tax basis, unless the Board and the Association mutually agree otherwise.

Health Reimbursement Account: A Health Reimbursement Account (“HRA”) shall be made available for any nurse who is precluded from participating in a Health Savings Account (“HSA”) because the nurse receives Medicare and/or veterans’ benefits. The annual maximum reimbursement by the Board for nurses participating in the HRA shall not exceed the dollar amount of the Board’s annual HSA contribution for nurses enrolled in the HSA. The Board shall have no responsibility for any administrative and/or monthly costs associated with the set-up and/or administration of the HRA.

- B. Insurance premium contributions: All employees shall pay a contribution towards the cost of the health benefits referred to above as follows, with the Manchester Board of Education paying the remaining portion:

	2016/2017	2017/2018	2018/2019
OAP\$30	19%	Buy-up (See below).	N/A
OAP\$20	16%	Buy-up (See below).	N/A
HSA	13%	14%	15%

Effective July 1, 2017, the HSA Plan shall be the core insurance plan. For any employee who remains enrolled in the OAP\$30 plan or OAP\$20 plan during the 2017-18 contract year, the Board will pay the same total dollar amount toward the premium cost for the OAP\$30 plan or OAP\$20 plan as the Board pays toward the premium cost for the HSA Plan for an employee enrolled at the same coverage level (individual, two-person or family). The employee shall pay 100% of the difference between the Board’s total dollar premium contribution and the total premium cost for the OAP\$30 plan or OAP\$20 plan, as applicable. Effective July 1, 2018, the OAP\$30 and OAP\$20 plans shall be eliminated, and the HSA plan shall be the sole insurance 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 equivalent to the overall level of benefits in effect immediately preceding any such change.

The Board will adopt an Internal Revenue Code Section 125 which allows nurses to pay insurance premium contributions with pre-tax dollars.

- C. Health insurance benefits will be provided to members of the bargaining unit whose spouses are also employed by the Board in accordance with state law.

Active nurses who fall under Article X Section 1 may voluntarily elect, subject to Section 125 of the Internal Revenue code, to waive all health insurance benefits.

- D. Full Service Dental Plan, including rider for unmarried children, with Plan same or similar to that provided by Delta Dental, with same or similar being defined as being defined as the benefits arrangements provided by an alternative health insurance benefit carrier being such that the size of the service network offered must be 85% of that currently offered. Dental riders A, B and C will be provided to employees at the group rate, provided the employee pays the full costs of such riders.
- E. Board will provide coverage of \$30,000 Group Life Insurance and Accidental Insurance, to be paid for by the Board with the option to increase coverage by \$10,000 additional insurance with the cost of said additional to be paid one-third (1/3) by the Board and two-thirds (2/3) by the nurse receiving the additional insurance.
- F. Upon the death of a nurse, the surviving spouse has the opportunity to purchase the same health benefits that the deceased spouse would have been eligible for through the Board group plan. The surviving spouse must pay the entire cost of the premium. Dependent children may also be included until the age of twenty-six (26) years, or greater as allowed by law.
- G. Retirees: In order to qualify for retiree health insurance benefits, a retiree must be able to collect a pension from Manchester Board of Education

(1) An employee hired prior to July 1, 1995, and who retires after June 30, 2001:

- a) Until the retiree reaches the age at which he/she qualifies for Medicare, must contribute the same co-pay amount as contributed by active employees. Current retirees will be provided the same health insurance options as active members.
- b) At the time that the retiree, or the retiree's spouse, reaches Medicare eligibility age, the retiree, or the retiree's spouse, must leave the Board's current insurance programs and enroll in Medicare. The retiree, or the

retiree's spouse, may additionally choose to enroll in Board's supplemental Medicare plans and pay 25% of the premiums.

- (2) An employee hired on or after July 1, 1995 but prior to July 1, 1998, and who retires after June 30, 2001:
 - a) If the employee has at least ten years' experience with the Board:
 - b) Until the retiree, or the retiree's spouse, reaches the age at which he/she qualifies for Medicare, must contribute 25% of the health insurance premium.
 - c) At the time that the retiree, or the retiree's spouse, reaches Medicare eligibility age, the retiree, or the retiree's spouse, must leave the Board's current insurance programs and enroll in Medicare. The retiree, or the retiree's spouse, may additionally choose to enroll in the Board's supplemental Medicare plans and pay 25% of the premiums.

- (3) If the employee has less than ten years' experience with the Board:
 - a) Until the retiree reaches the age at which he/she qualifies for Medicare, he/she must contribute 100% of the health insurance premium.
 - b) At the time that the retiree, or the retiree's spouse, reaches Medicare eligibility age, the retiree, or the retiree's spouse, must leave the Board's current insurance programs and enroll in Medicare. The retiree, or the retiree's spouse, may additionally choose to enroll in the Board's supplemental Medicare plans and pay 50% of the premiums.

- (4) For employees hired on after July 1, 1998 and who retire after June 30, 2001:
 - a) Until the employee reaches the age at which he/she qualifies for Medicare, he/she must contribute 100% of the health insurance premium.
 - b) At the time that the retiree, or the retiree's spouse, reaches Medicare eligibility age, the retiree, or the retiree's spouse, must leave the Board's current insurance programs and enroll in Medicare. The retiree, or the retiree's spouse, may additionally choose to enroll in the Board's supplemental Medicare plans and pay 50% of the premiums.

- (5) For employees hired on/after January 21, 2014:
 - a) Until the retiree reaches the age at which he/she qualifies for Medicare, he/she must contribute 100% of the health insurance premium.
 - b) At the time that the retiree, or the retiree's spouse, reaches the Medicare eligibility age, the retiree, or the retiree's spouse, must leave the Board's current insurance programs and enroll in Medicare. The retiree, or the retiree's spouse, may additionally choose to enroll in the Board's supplemental Medicare plan and pay 100% of the premiums.

H. All eligible members of this bargaining unit may become members of the Manchester Town Plan for Retirement and will be subject to provisions of the Town Plan. Members

of the bargaining unit shall be covered under the "Rule of 80" under the Town Pension Plan.

Any employee hired on or after January 21, 2014, shall have the option of becoming a member of the Town's defined benefit pension plan as described herein, or the Town's defined contribution plan.

Employees hired on or after July 1, 2016, will only be eligible for the Town of Manchester Defined Contribution plan.

- I. All retirees will receive a \$4,000 life insurance policy.
- J. The Board agrees to reimburse bargaining unit members for the cost of individual malpractice insurance for a policy covering each member of the Union in the amount of or up to \$1,000,000/\$3,000,000 per year.
 - (1) The Board agrees to reimburse bargaining unit members for any costs related to renewal of the employee's nursing license.

K. Section 125 Flexible Benefits Plan

The Manchester Board of Education agrees to establish a Section 125 Flexible Benefits Plans subject to Federal and State Law and IRS Rules and Regulations. The Board will modify its Section 125 Plan to:

- (1) Provide for pre-tax treatment of dependent care expenses, subject to the provisions of Section 125 of the Internal Revenue Code.

The Board of Education reserves the right to use a third party to administer the Section 125 Flexible Benefits Plan. If a third party is used to administer the 125 flexible benefits plan, the Board shall pay the set-up fee for such accounts and the nurses shall pay the monthly service fee if required.

- L. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I, or similar statute if amended, the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax, or similar if amended, with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations. During such mid-term negotiations, the parties will reopen the health insurance provisions of Article X for the purpose of addressing the impact of the excise tax, or similar if amended. No other provision of the contract shall be reopened during such mid-term negotiations.

ARTICLE XI - GRIEVANCE PROCEDURE

A grievance shall mean a complaint by a nurse that his/her rights under the specific language of this Agreement have been violated, or that there is a misinterpretation or misapplication of the specific provisions of this Agreement. As used in this Agreement the term "nurse" shall mean either (1) an individual or (2) a group of nurses having the same grievance.

1. Grievances shall be processed in the following manner:

Informal Solution: Any employee considering himself or herself aggrieved, and the employee's Union representative, may first discuss the matter informally with the Coordinator of School Health with the objective of resolving the matter informally.

STEP 1: If the grievance is not resolved by the informal discussion described above, then within fifteen days of the decision of the Coordinator of School Health, the grievant, and her/his Union representative, shall present the employee's grievance in writing to the Coordinator of School Health. The written statement of a nurse's grievance shall contain a statement of facts, the remedy requested, and a reference to that provision of this Agreement, if any, which the nurse claims has been violated. The Coordinator of School Health shall meet with the nurse and the Union representative prior to making a decision but, in any event, must render a decision in writing with copies to the nurse and the Union within five (5) school days of the submission of the nurse's written statement of grievance.

STEP 2: If the grievance is not settled in Step 1 within the required time, it may be appealed in writing to the Superintendent or his/her designee. Such appeal shall be sent to the Superintendent within ten school days of receipt of the answer in Step 1, or within ten school days of the due date of the written response. The Superintendent or his/her designee shall meet with the nurse and Union representative and may include at such meeting any other individuals concerned. Such meeting shall be held within five (5) school days of the receipt by the Superintendent or designee of the nurse's appeal. The Superintendent or designee shall give written answer to the nurse and the Union within five (5) school days of the conclusion of such meeting.

STEP 3: If the grievance is not settled by Step 2 within the required time, the Union may submit such grievance to the Board of Education. Such submission must be in writing and received by the Board within ten (10) school days from receipt of the Superintendent/designee's decision. The Board of Education will hear the grievance at the next regularly scheduled meeting which is at least five (5) days after the Board receives the written grievance and will render a written decision within ten (10) school days.

STEP 4: If the grievance is not settled by Step 3 within the required time, the Union may submit such grievance to arbitration. Notice of intention to submit such grievance to arbitration must be made in writing, addressed to the Superintendent of Schools and submission to the State of Connecticut Board of Mediation & Arbitration (SBMA). Said notification must be made no later than thirty (30) school days following receipt of

the decision of the Board of Education, or the expiration of the time limits for making such decision, whichever shall first occur.

The arbitration shall be conducted under the rules and regulations of the SBMA.

2. Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during school hours, all persons who participate shall be excused without loss of pay for that purpose.
3. Each Union representative shall be permitted the necessary time without loss of pay to investigate and process grievances within his/her area of representation, provided he/she has informed his/her immediate supervisor of where he/she is going and why he/she has left his/her school building and received permission therefore, which permission shall not be unreasonably withheld.
4. If in the judgment of the President of the Union, a grievance affects a group or class of nurses, such grievances may be submitted in the name of the President of the Union.
5. Failure of a nurse or the Union to file a grievance within the time limits specified in the grievance procedure does not establish a precedent for settlement of any future grievance.
6. No grievance may be filed more than thirty (30) days after the occurrence of the latest of the following events:
 - A. The knowledge of the occurrence of the condition giving rise to the grievance.
 - B. Written notice of said condition to the employee(s) involved.

ARTICLE XII - PROTECTIONS

1. Nurses shall immediately report to their superior orally, to be followed by a written report, all cases of assault suffered by them in connection with their employment.
2. Such report shall be forwarded to the Superintendent and the Board which shall comply with any reasonable request from the nurse for information in its possession not privileged under the law which relates to the incident or the persons involved.
3. (a) The employer shall prepare a list of all employees covered under this Agreement showing their seniority and length of service with the employer, and deliver the same to the Union annually.
(b) The employee shall acquire seniority commencing on the most recent date of hire with the Board of Education.

- (c) Seniority shall not accrue during unpaid leaves of absence. Seniority shall continue for any employee upon promotion or transfer to a new position.
4. Annually, and at the request of the Union's local president or a Union staff representative, a complete list of all personnel in the bargaining unit shall be provided to both the CSEA, Inc. offices and the local chapter. This list shall be by seniority, highest to lowest in seniority, and include the anniversary date of employment.
 5. In the event that layoffs become necessary, the affected employee(s) shall receive 60 days notice. If the layoff is to be effective at the end of the school year, the employee shall be notified within a week of the final adoption by the Board of Education of the following year's budget that the employee will not be continued for the coming year.

The employee with the least seniority in the classification shall be laid off first. In the event that the position affected by the initial reduction in force is not encumbered by the least senior employee, as, for example, in a school closing, then the affected employee may bump the least senior, junior employee. The employee displaced as a result of bumping shall be able to exercise his/her seniority rights to bump the least senior, junior part-time employee. The name of any employee who has been laid off shall be placed upon a reappointment list and remain on such list for one (1) year, provided such employee does not refuse a reappointment to a comparable, permanent assignment. Failure to accept a comparable position as provided in this subsection shall automatically remove such employee's name from the reappointment list. When employees are to be recalled, the first to be recalled shall be the employee on the reappointment list with the greatest seniority.

ARTICLE XIII - SAVING CLAUSE

It is agreed that if any section, clause or phrase of this Agreement is found to be illegal, then such findings will have no effect on any of the remaining portions or provisions of the Agreement.

ARTICLE XIV - REOPENERS

1. No individual 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.
2. This Agreement may be altered or modified only by mutual agreement of the parties hereto.
3. This Agreement shall be binding upon the Board and the Union from the first day of July, 2016, and shall continue in full force and effect until midnight of the thirtieth day

of June 2019, when it shall expire, provided that if neither party gives the notice provided for in Section 4, this Agreement shall automatically renew itself for a term of one (1) year and all provisions shall remain in effect with the same force as during the original term thereof.

4. Negotiations for the successor agreement for this collective bargaining unit will commence according to the Municipal Employee Relations Act (MERA).

ARTICLE XV - DISCIPLINE

All disciplinary action will be for just cause and subject to the grievance procedure. Notice of intent to dismiss shall be in the form of a written statement from the Director of Human Resources and under normal circumstances will provide for two (2) weeks notice.

All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being taken.

Disciplinary actions shall include and follow this order:

- (1) A verbal warning
- (2) A written warning
- (3) Suspension without pay for a period not to exceed five (5) days
- (4) Discharge

The Administration reserves the right to deviate from the above procedure in extreme cases.

The Administration shall, at the time disciplinary action is taken (except verbal warning), furnish the employee and the President of the Union a written statement of reasons for such action and the period of time for which any suspension is to be in effect.

ARTICLE XVI – DRESS CODE

The Board and the Association agree that student performance, achievement, and preparation for lifetime success are positively affected by the professional appearance of the Board's staff. The Board and the Association further agree that employees should wear clothing that demonstrates their high regard for education and presents an image consistent with their job responsibilities. Therefore, the Board and the Association agree that during the work day and anytime employees attend work-related activities or functions (for example, PTO/PTA meetings, meetings or conferences with parents, school plays or concerts, student competitions, educational or other professional conferences), employees shall appear in professionally appropriate attire.

All funds generated by individuals participating in dress-down days shall be collected and deposited into the school's student activity account. All funds collected must be used to fund

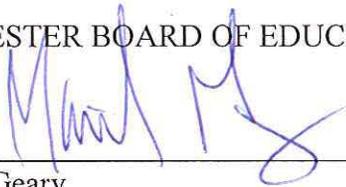
student activity expenditures or donated to charitable causes as designated by the principal or his/her designee.

ARTICLE XVII - DURATION

The provisions of this Agreement shall be effective as of the 1st day of July, 2016 and shall remain in full force and effect until the 30th day of June, 2019.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 26th day of April, 2017.

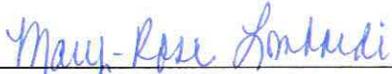
MANCHESTER BOARD OF EDUCATION



Matthew Geary
Superintendent of Schools

Dated: 4/24/17

THE MANCHESTER SCHOOL NURSES ASSOCIATION
CSEA, Local 2001, SEIU



Mary Rose Lombardi
President: Manchester School Nurses Association

Dated: 4/26/17

APPENDIX A
CONDITIONS CONCERNING SALARIES

1. All new employees will be placed on the appropriate step based on his/her years of full-time nursing experience in the following areas:
 - A. Tertiary hospital nursing
 - B. Clinic or physician's office
 - C. Public health/community health agency nursing
 - D. School nursing

Years of Acceptable Experience	Step Placement
1	1
2	2
3	3
4-8	4
9-11	5
12+	6

2. Long-term substitutes employed for greater than six (6) months and subsequently employed full time in the Manchester school system shall be credited with one (1) full year of experience.

APPENDIX B
SALARY SCHEDULE

7/1/2016 2.00%

<u>STEP</u>	<u>R.N.</u>	<u>B.S.N.</u>
1	43,782	44,973
2	44,504	47,001
3	47,023	48,658
4	48,467	50,019
5	51,479	53,023
6	54,528	56,136

7/1/2017 2.00%

<u>STEP</u>	<u>R.N.</u>	<u>B.S.N.</u>
1	44,658	45,872
2	45,394	47,941
3	47,963	49,631
4	49,436	51,019
5	52,509	54,083
6	55,619	57,259

7/1/2018 2.00%

<u>STEP</u>	<u>R.N.</u>	<u>B.S.N.</u>
1	45,551	46,789
2	46,302	48,900
3	48,922	50,624
4	50,425	52,039
5	53,559	55,165
6	56,731	58,404

