

Agreement Between
the
South Windsor Board of Education
and the
South Windsor School Nurses' Association

July 1, 2018 – June 30, 2021

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**In accordance with Public Act 75-750, an Act concerning Arbitration for Municipal Collective Bargaining Agreements, Negotiations must begin by March 1, 2021.**

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## **ITEM I**

### **RECOGNITION**

The Board of Education recognizes the South Windsor School Nurses Association, a non-affiliated association, as the sole and exclusive bargaining representative for all professional employees in the unit, or on an administrative level, for the purpose of collective bargaining matters of wages, hours of employment and other conditions of employment, and with all of the rights and privileges as provided by the Municipal Employee Relations Act, Chapter 113, Section 7-467 et seq., as amended by the General Statutes of Connecticut.

## **ITEM II**

### **WORK YEAR**

The base work year for school nurses is the student school year plus two days (teacher orientation and one in-service day).

Nurses in all schools shall work the base work year, plus six (6) additional days.

Nurses will be paid for the days worked beyond the base work year on the basis of an hourly rate, as defined in Item VI.

Nurses will communicate with the building principal at least one week ahead of serving additional days. Generally these days are to be scheduled immediately before the start of the school year. However, upon approval, these days may be worked at other times.

## **ITEM III**

### **HOURS OF WORK**

The standard work day will start twenty (20) minutes prior to the school start and end twenty (20) minutes after school dismissal. Part-time nurses will have start and end times determined by building principal in consultation with the Director of Special Services at the time of employment or prior to the beginning of the new school year.

On the employee's last scheduled working day prior to Thanksgiving and Christmas, nurses will work until the principal determines that their services are no longer required to carry out a safe and efficient closing procedure. Each nurse must work a minimum of a four and one-half (4½) hour day on such half-days prior to Thanksgiving and Christmas.

On the half-days, at the end of the school year, the Superintendent, or his/her designate, shall determine the length of the work day. Each nurse must work a minimum of a four and one-half (4½) hour day on such half-days.

In the event that the Board lengthens the school day and/or year, upon the request of the Association, the Board will negotiate the impact of such change.

**ITEM IV**

**LUNCH PERIOD**

The Board will use its best reasonable efforts to provide each full-time nurse with a lunch break of fifteen (15) minutes per day, with the understanding that emergencies or educational/operational concerns may sometimes prevent such breaks. Nurses will remain in the building and be accessible during such breaks, in order to address emergencies or other pressing concerns.

**ITEM V**

**SALARIES**

- A. In years in which step movement is negotiated, nurses who demonstrate satisfactory job performance based on administrator and/or nursing coordinator review, move one step on the salary schedule and receive adjustments to salary as specified in the salary grid.

Said increments and adjustments to salary indicate satisfactory completion of work during the previous increment, and that professional growth has been accomplished. Such satisfactory work and growth shall allow said nurse to progress on the professional schedule until the stated maximum of such schedule has been reached. Nurses must have been employed as a nurse in South Windsor, or some other school system during the current school year for five (5) school months or more in order to be eligible for advancement on the schedule the following September.

**B. SALARY SCHEDULE**

**July 1, 2018 – June 30, 2019**  
0% GWI (wage adjustment for lunch time reduction)

| Entry    | 5 Months | 10 Months | 15 Months | 20 Months |
|----------|----------|-----------|-----------|-----------|
| \$47,065 | \$50,006 | \$52,948  | \$55,889  | \$58,832  |

**July 1, 2019 – June 30, 2020**  
2.25% GWI

| Entry    | 5 Months | 10 Months | 15 Months | 20 Months |
|----------|----------|-----------|-----------|-----------|
| \$48,124 | \$51,131 | \$54,139  | \$57,147  | \$60,156  |

**July 1, 2020 – June 30, 2021**  
**2.25% GWI**

| <b>Entry</b>    | <b>5 Months</b> | <b>10 Months</b> | <b>15 Months</b> | <b>20 Months</b> |
|-----------------|-----------------|------------------|------------------|------------------|
| <b>\$49,207</b> | <b>\$52,281</b> | <b>\$55,357</b>  | <b>\$58,433</b>  | <b>\$61,510</b>  |

- C. When a school nurse is appointed "nurse coordinator" by the Assistant Superintendent for Personnel and Administration, this position requires additional duties. For these duties the nurse coordinator will be compensated at the same rate in each of the years as base salaries: \$4,705 for 2018-19; \$4,811 for 2019-20; \$4,919 for 2020-21.

Employees hired prior to July 1, 2015 will be eligible for the following stipends:

- A school nurse who earns a Bachelor's Degree shall receive \$300 above their scheduled salary annually.
- A school nurse who earns a Master's Degree shall receive \$600 above their scheduled salary annually.
- A school nurse with a Doctorate shall receive \$1,000 above their scheduled salary annually.
- A school nurse who earns a certification as a Certified School Nurse shall receive \$400 above their scheduled salary annually with proof of current certification.

Employees hired after July 1, 2015 shall be eligible for the following stipends:

- A school nurse who earns a Master's Degree shall receive \$300 above their scheduled salary annually.
- A school nurse who earns a certification as a Certified School Nurse shall receive \$400 above their scheduled salary annually with proof of current certification.

## **ITEM VI**

### **OTHER WAGES**

- A. Notwithstanding that nurses are salaried employees and therefore not eligible for overtime, as that term is defined in the Fair Labor Standards Act, if a nurse is asked by administration to perform work duties outside of the nurse's typical job responsibilities and standard work day, the nurse shall be paid their hourly rate for such work up to forty (40) hours. For any work beyond forty hours, the rate of pay will be one and a half times the nurse's hourly rate for such work (hourly rate

shall be calculated by dividing the nurse's annual salary by annual hours worked). Examples of such instances include extracurricular activities or field trips that occur outside of the standard work day.

## **B. LONGEVITY**

Employees hired after July 1, 2012, shall not be eligible to receive longevity payments.

A longevity payment shall be given to an employee who has completed eight (8) years of continuous employment with the South Windsor Board of Education, as of June 30 of a fiscal year.

The longevity shall be payable in one payment at the beginning of the next school year, as in the second pay period, during the month of September.

The longevity amount shall be \$75 after eight (8) years of service, and \$100 after ten years of service, and for each successive year of service. Longevity payments will be capped at \$1,500 per employee per year.

## **ITEM VII**

### **SALARY PAYMENT AND DEDUCTIONS**

#### **A. METHODS OF SALARY PAYMENT**

1. The nurses will receive twenty-two (22) checks during the school year, from September to June, in accordance with the pay dates established for the fiscal year.
2. The nurse's salary shall be paid in either of the following methods:
  - a. There will be twenty-one (21) checks, equal to 1/26 of the annual salary, for each pay period; and a final check, equal to 5/26 of the annual salary.
  - b. There will be twenty-two (22) checks, equal to approximately 1/22 of the annual salary for each pay period.
3. Written notification of a nurse's choice of payment shall be made to the Office of the Assistant Superintendent for Personnel & Administration no later than thirty (30) days prior to the first scheduled pay period for nurses.
4. All salary payroll payments will be made through Direct Deposit.

**B. OTHER DEDUCTIONS**

1. The Board agrees, through its agent, to deduct from the nurses' salaries amounts authorized by nurses for payment to the bank of Association's choice and/or payment to such tax shelter annuity programs, or other programs mutually accepted for such deduction by the South Windsor School Nurses Association and the Board.
2. Deductions covered by B.1 (above) shall be transmitted to the proper authorized agent of said programs by the Agent of the Board within two work days. Deductions covered by B.1 (above) shall be deducted and transmitted according to the pay schedule of the personnel involved.

**ITEM VIII**

**TRANSPORTATION ALLOWANCE**

In the event that the nurse is required to use her car for school business, she shall be reimbursed by the prevailing income tax allowance. Nurses shall not transport ill or injured students in their private cars.

**ITEM IX**

**INSURANCE BENEFITS**

The Board will pay 100% of coverage in the amount of \$50,000 for life insurance and accidental death and dismemberment.

Effective July 1, 2018, the Board shall offer two insurance plans: a PPO and a High Deductible Health Plan/Health Savings Account (HSA) plan. The HSA shall be the core insurance plan. For any employee 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 employee's coverage level. Any employee 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 Board of Education will provide a preferred provider health insurance plan to the nurses with premium co-sharing as follows:

| Copayment of Total Insurance Premiums for HSA Plan |                         |               |
|----------------------------------------------------|-------------------------|---------------|
| Contract Year                                      | Board of Education Pays | Employee Pays |
| 2018-19                                            | 81%                     | 19%           |
| 2019-20                                            | 80%                     | 20%           |
| 2020-21                                            | 79%                     | 21%           |

The PPO plan shall include the following components:

- Office visit co-pay: \$40      Specialist: \$35 office visit
- Urgent Care co-pay: \$75
- ER co-pay: \$150
- Hospitalization co-pay: \$500
- Outpatient co-pay: \$400
- High End Imaging: \$75 co-pay up to \$300 max per year
- Prescription: Three Tier Formulary (MP2): \$5/\$30/\$45  
30 day supply retail/90 day mail order (2x co-pay)

**The High Deductible Health Plan with HSA shall have the following attributes:**

| Cost Shares Provisions                          | 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     |
| Annual Out-of-Pocket Maximum Co-insurance       | \$5,000/\$10,000                                                                                                                                                                                                                |                                                      |
| Prescription Drug Coverage                      | Treated as any other medical expense, Subject to deductible, once deductible is met, then \$5/\$20/\$40 copay per prescription in-network, 20% co-insurance after deductible for out-of-network, subject to co-insurance limits |                                                      |
| Lifetime Maximum                                | Unlimited                                                                                                                                                                                                                       | Unlimited                                            |
| Preventive Care                                 | Deductible not applicable                                                                                                                                                                                                       | 20% after deductible, subject to co-insurance limits |

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. For the 2018-19 school year, 100% of the Board's contribution to the deductible will be deposited on or after July 1. Effective July 1, 2019, and annually thereafter, the Board's contribution toward the HSA deductible will be deposited into the HSA account in two equal installments, the first will be on or around September 1 and the second on or around February 1.

An employee may apply to the Superintendent or his/her designee, on behalf of the Board, for preliminary funding of the Board's contribution to the deductible in a catastrophic situation. It shall be the sole discretion of the Superintendent of his/her designee, on behalf of the Board, whether to grant such emergency distribution of preliminary funding of the Board's contribution to the deductible.

The parties acknowledge that the Board's contribution toward the funds 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 actively employed 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.

The Board shall make available a Flexible Spending Account (FSA) to employees who are eligible to participate in such accounts. Employees enrolled in the HDHP shall have access to a limited purpose FSA pursuant to IRS regulations.

The Board shall make available an HRA for any active employee who is precluded from participating in a Health Savings Account (HSA) because he/she receives Medicare and/or veteran's benefits. The annual maximum reimbursement by the Board for employees participating in the HRS shall not exceed the dollar amount of the Board's annual HSA contribution for employees 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.

The Board of Education may change the identity of the carriers (or third party administrator) identified in the contract to provide medical, prescription drug, dental, vision and/or life insurance in whole or in part. Prior to changing carriers (or third party administrator) under this section, the Board shall notify the Association at least thirty (30) days in advance of the nature of the change and the reasons for the change. Any changes in carrier (or third party administrator) must provide substantially equal or better benefits, administration and network to the members of the bargaining unit and their dependents, considering the plan as a whole. If during the thirty day period set forth above, the parties cannot agree that this is the case, either the Board or the Association may invoke arbitration as provided under this Agreement for the purpose of determining whether the proposed change or changes will result in substantially equal or better considering the plan as a whole. Any arbitration under this clause will be final and binding as provided by the contract, preferably before an arbitrator experienced in insurance matters.

Any change in family size (marriage, birth, ineligible children, divorce, death) should be reported in writing to the Personnel Office within 30 calendar days maximum.

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth codified under the Internal Revenue Code (IRC) §49801 the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2020. Should any Federal statute or regulation be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiation in accordance with MERA. During such mid-term negotiations, the parties will reopen Article IX, of the collective bargaining agreement in order to address the impact of the tax. No other provisions of the contract shall be reopened during such mid-term negotiations.

The Board shall offer a vision plan; employees will be responsible for the full cost of the vision plan.

Retirees from the South Windsor School System shall be eligible, subject to the current provisions of the policyholder, to continue the health insurance coverage (defined as hospital, medical/surgical, and major medical plans; excluded is the dental plan, life, and accidental death and dismemberment insurance) by properly informing the agent of the Assistant Superintendent for Personnel and Administration.

The retiree shall pay the full group rate costs of such health insurance coverage to the insurance carriers at the schedule determined by the Personnel Office.

## **ITEM X**

### **INCIDENTAL MALPRACTICE**

The Town of South Windsor, Board of Education, shall protect nurses, through the Comprehensive Liability Plan, against claims made against them for actions they take in the course of employment with the South Windsor Public Schools, as long as such action was not wanton, malicious or willful (Conn. Gen. Stat. Section 10-235). The full cost of this coverage shall be assumed by the Board.

## **ITEM XI**

### **SICK LEAVE**

Each nurse will be entitled to earn sick leave of one and one-half (1-1/2) days with pay for each month worked in the year. Each nurse hired before July 1, 2015 can accumulate up to 182 days of unused sick leave. Employees hired after July 1, 2015 can accumulate up to 100 days of unused sick time.

- A. In exceptional cases, the Board may grant additional sick leave with pay. Request for such additional sick leave shall be in writing and must be signed by the employee.

After five consecutive days of illness or after prior written notification to the employee of suspected sick leave abuse, the Superintendent or his/her designee may require a doctor's certificate for sick leave showing date(s) of illness and fitness for duty.

- B. Upon death of the employee, the spouse of the employee, or in the event that there is no surviving spouse, the issue of the employee, or in the event there is no surviving issue of the employee, the estate shall be paid on the basis of an hourly rate for up to thirty five (35) of the sick leave days accrued to the employee's credit. Employees hired after June 30, 2018, shall not be eligible for this benefit.

Each employee shall be informed in writing by October 15 of each year of the number of accumulated sick leave days available as of the beginning of that school year.

## ITEM XII

### **OTHER PERSONAL ABSENCES**

The South Windsor Board of Education states five (5) days personal absences may be allowed annually, but will not accumulate from year to year. Absence without salary deduction may be granted for certain established reasons. It is understood that, except in the case of an emergency, nurses will request to use such personal days at least ninety-six (96) hours in advance. The reasons follow:

- A. Religious days of obligation.
- B. Emergency or severe illness, in immediate family.
- C. Death in family, or attendance at funerals.
- D. Marriage - maximum two (2) days - self, children, parents, siblings, siblings of spouse.
- E. Attendance at graduation exercises (self, spouse, son, or daughter).
- F. Birth or adoption of child or grandchild.
- G. Personal business that cannot be transacted outside of regular school hours (reason must be stated) not to exceed two (2) days per year.
- H. Attendance in court, or other legal demands outside the employee's control.
- I. Other days without salary deduction in cases of emergency or hardship may be granted at the discretion of the Assistant Superintendent for Personnel and Administration, or his/her designee.
- J. No days without salary deduction shall normally be granted immediately prior to, or following, a school holiday or vacation.

### **Leave of Absence for Child Bearing and Child Rearing**

A nurse's request for a leave of absence for child bearing and/or child rearing shall be in accordance with the South Windsor Board of Education administrative procedures concerning such requests.

#### **A. Child Bearing Leave**

1. Disabilities caused, or contributed to, by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes. The term "temporary disabilities" shall be

interpreted as being within the meaning of the term "sick" as used in Section 10-156 of the Connecticut General Statutes.

2. Accumulated sick leave shall be available for use during periods of such disability.
3. Disability leave beyond accumulated sick leave shall be available for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions hereto.
4. Policies and procedures involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.
5. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.

**B. Child Rearing Leave**

1. An employee shall be entitled upon written request, to an extended leave without pay for purposes of child rearing, apart from any period of childbirth disability leave with pay. Such employee shall be entitled to such leave for any school year, or reasonably requested portion thereof, in which the child is born, adopted, or fostered, and for one additional school year, if requested by the employee.
2. Child rearing leave shall be subject to the following provisions:
  - a. Employees requesting leave shall submit not less than thirty (30) day's written notice of the anticipated date of ending of performance of duties.
  - b. The cost of insurance fringe benefits, if continued, shall be paid for in full by the employee, and in accordance with Board procedures.
  - c. Any nurse leaving on child rearing leave during the school year, but who plans to return the subsequent school year, shall be guaranteed a nursing position only as long as the total number of employed nurses is at least the same level as at the time the nurse's leave is granted.
  - d. Nurses on extended maternity and family-related leave shall notify the Superintendent in writing on or before March 15 as to whether they intend to return to duties at the beginning of the next school year following such leave. When such a leave commences after March 15, the nurse shall notify the Superintendent at the time of the commencement of the leave

whether he or she intends to return to nursing duties at the beginning of the next school year following such leave.

**C. Health and Other Personal Leave**

Leaves of absence without pay may be granted by the Assistant Superintendent for Personnel & Administration for a limited period, not to exceed one year, for the following reasons:

1. Health, upon recommendation of the physician.
2. Other personal reasons subject to review of the Assistant Superintendent Personnel and Administration.

Application for such leave of absence shall be made in writing. The reason for the request and the length of time desired must be stated.

Sick leave and vacation time shall not accrue during such leaves of absence.

Health insurance benefits may be continued by the employee while on leave of absence, subject to the limitations specified when dealing with individuals continuing coverage at their own expense.

At least thirty (30) days prior to the return to work, individuals who have been granted a leave of absence without pay shall notify the Assistant Superintendent for Personnel & Administration, in writing, of their intention to return to work. A written reminder of the thirty (30) day deadline shall be included in the written authorization granting the leave of absence. Failure to provide such notice is considered to be a resignation of employment.

Individuals returning from a leave of absence without pay shall be restored to a comparable position held at the time the leave was granted. The nurse shall receive his/her salary at the level attained at the time the leave was granted.

**D. Jury Duty**

Nurses shall be entitled to full pay at their hourly rate for absence because of jury duty, less the fee paid with respect to such jury duty.

**ITEM XIII**

**Part-Time Employment**

**Benefits**

1. Nurses working thirty (30) hours/week or more are eligible for health insurance.

2. Nurses working part-time will have sick time and personal days prorated as a percentage of time worked.
3. Professional development reimbursement will be prorated as a percentage of time worked.

### **Salary**

1. Salary will be prorated by time worked.
2. Advancement on the salary scale will follow the policy of the contract stated in item V.
3. Nurses working part-time are entitled to prorated additional compensation if educational qualifications are met.
4. Nurses working part-time will receive prorated credit toward longevity for each year worked.

### **Layoffs**

1. Part-time nurses will obtain seniority based on each full year that is worked prorated for the hours worked.

## **ITEM XIV**

### **WORKER'S COMPENSATION**

The Board of Education covers all employees with worker's compensation insurance which pays an eligible employee a percentage of his/her earnings during the period of absence. Worker's compensation, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by accident or injury that occurred while the employee was engaged in the performance of his/her duties.

The difference between the employee's compensation benefit and the current straight time wages shall be provided by the Board of Education for a total period not to exceed 75 days.

Said amount shall be payable at the time the benefits are paid by the compensation carrier and in accordance with the procedure, rules and regulations of the Board and the carrier.

## **ITEM XV**

### **NOTIFICATION OF CONTINUED EMPLOYMENT**

All nurses shall be notified by July 1 annually of the South Windsor Board of Education's intent to continue their employment.

## **ITEM XVI**

### **SENIORITY**

All nurses shall acquire seniority commencing on the date of employment by the number of months served in South Windsor.

## **ITEM XVII**

### **JOB VACANCIES/TRANSFERS**

The school system administration has the sole and unquestioned right, responsibility, and prerogative to conduct its personnel procedures and to rate candidates for a vacancy in order of their relative excellence, from which appointments may be made.

Openings in nursing positions within the district will be communicated to all nursing employees by memorandum within ten (10) work days of the vacancy so created. Nurses desiring consideration for any position openings shall apply directly to the Office of the Assistant Superintendent for Personnel and Administration within the specified time limit.

Vacancies may be filled by management through transfer of employees, or through qualified new applicants, provided, where ability and fitness are substantially equal, preference for hire shall be given to the employed association member. Transfer of nursing personnel between buildings may be initiated by the Assistant Superintendent for Personnel & Administration, or his designate, and in making personnel transfers, the needs and interests of affected parties will be given every consideration. However, overall welfare of the school system will be considered as paramount when personnel transfers are deemed necessary.

## **ITEM XVIII**

### **LAYOFFS**

In the event of a layoff, the administration shall determine the employee(s) to be laid off so that staffing will continue to reflect the needs and interests of the school system. This determination shall be made upon the basis of relative ability and fitness to perform the work required, provided, where ability and fitness are determined by the administration to be substantially equal, preference for retention be given to the employee with the greatest seniority.

Laid off employees will be given the first opportunity for reemployment within a period of one (1) year from the date of their layoff if a job opening occurs for which the employee is considered qualified; provided such nurse applies in writing by certified mail for retention of his/her name on said list on or before June 1 of the year subsequent to his/her termination.

## **ITEM XIX**

### **GRIEVANCE PROCEDURES**

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

The following grievance procedure will be readily available to all nurses:

Grievance hearings will be held during working hours of the aggrieved employee whenever possible; however, this will not necessitate leaving a school in session without coverage, or require the Board of Education to secure a substitute for the period of the hearing.

Witnesses in the employ of the Board and the aggrieved shall not receive compensation from the Board for time spent at grievance hearings beyond the normal working hours of the parties participating. Every effort will be extended to limit the grievance hearings to two (2) hours per grievance, per step.

Grievances by the employee shall be submitted to the immediate supervisor not more than five (5) work days after the aggrieving action, or knowledge of the action. Grievances not filed within this time limit shall be declared invalid.

Grievances involving the interpretation or application of a specific section in this Agreement shall be processed in the following manner:

#### **STEP I**

The aggrieved employee and the immediate supervisor shall meet in an effort to adjust the grievance informally. A verbal reply will be rendered within five (5) work days. In the event the complaint is not resolved informally, it may be submitted to the next step within five (5) work days after the verbal reply, by stating in writing specifying the section of the Agreement involved, giving specific reasons for filing the grievance including the alleged violation, date(s), time(s), and other supportive data relating to the incident. A copy of this complaint will be given to the Assistant Superintendent for Personnel and Administration.

#### **STEP II**

The Assistant Superintendent for Personnel and Administration shall arrange a meeting to discuss the grievance further. The Assistant Superintendent for Personnel and Administration will answer the grievance in writing ten (10) work days after the receipt of the grievance and subsequent meeting.

### **STEP III**

If not satisfactory, the grievance may be submitted within one (1) work week thereafter to the Superintendent of Schools, who will meet to discuss the grievance further. The Superintendent shall answer the grievance in writing within one (1) work week after the day of the above meeting.

### **STEP IV**

If unsatisfactory, the grievance may be submitted to the Board at its next scheduled meeting at which time the Board shall schedule a hearing for the grievance. The Board shall give a written answer to the grievance within fourteen (14) work days after its hearing.

If a grievance is not settled, it may be submitted at the request of either party to arbitration before the Connecticut State Board of Mediation and Arbitration. The request for arbitration shall be in writing and must be filed with the Board of Arbitration no later than ten (10) work days after receipt of the written answer of the Board of Education under Step IV above.

The arbitrator designated shall hear and decide only one (1) grievance at a time. The arbitrator's award shall be final and binding as provided by law. The arbitrator shall be bound by and must comply with all the provisions of this Agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement. The cost of arbitration shall be borne equally by both parties. Any time limits specified within this procedure, except for the initial filing of a grievance, may be extended by mutual agreement of the employee and the Board, or its designate, provided that if a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the answer in the last step considered.

## **ITEM XX**

### **RIGHTS OF THE BOARD**

It is recognized that the Board has, and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility, and prerogative to direct the operation of the public schools in the Town of South Windsor in all its aspects including, but not limited to, the following:

To maintain public elementary and secondary schools, and such other educational activities as, in its judgement, will best serve the interests of the Town of South Windsor; to decide the need for school facilities; to determine the care, maintenance, and operations of buildings, land, apparatus, and other property used for school purposes; to determine the type of work to be performed, to assign all work to employees or other persons; to determine shift schedules and hours of work; to decide the methods, procedures, and means of conducting the work; to select, hire and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of

discipline and for the performance of work in accordance with the requirements of the Board of Education, provided such rules and regulations are made known in a reasonable manner to the employees affected by them; to discharge or otherwise discipline any employee for just cause; to promote, transfer and lay off employees; to prepare and submit budgets to the Town and to allocate monies appropriated by the Town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. Their rights, responsibilities, and prerogatives are not subject to delegation in whole or part, except that the same shall not be exercised in violation of any of the specific terms and provisions of this Agreement.

Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that the employees or the Board of Education have enjoyed heretofore, unless it is specifically superseded by a provision of this Agreement.

## **ITEM XXI**

### **DURATION**

The provisions of this Agreement shall be in effect as of July 1, 2018 and shall continue in effect for a period of three (3) years from such effective date, until June 20, 2021. This Agreement or specified items therein, may be altered only by mutual agreement to renegotiate same. This Agreement may be renewed and continued for successive periods of one year each by mutual agreement of the Board and the South Windsor School Nurses Association, and entered into before the start of each renewal period.

## **ITEM XXII**

### **RETIREMENT**

- A. Employees reaching the age of 55, with a minimum of ten (10) years of continuous service as a school nurse, shall be eligible to retire. Nurses retiring from the employ of the Board shall be paid a stipend for their retirement on the basis of their current hourly rate for up to sixty (60) days of their unused sick leave.

**NOTE:** Employees hired after July 1, 2012 that reach the age of 55 with a minimum of twenty (20) years of continuous service as a school nurse, shall be eligible to retire. Nurses retiring from the employ of the Board shall be paid a stipend for their retirement on the basis of their current hourly rate up to sixty (60) days of their unused sick leave.

Note: Employees hired on or after July 1, 2015 shall not be eligible for this benefit.

When the Assistant Superintendent for Personnel and Administration is notified by the nurse by December 1 of any year that he/she will retire at the end of the school year, the 15 sick days for the current year (less any sick leave used) will

be added to the nurse's accrued number of days after the last day of school for the current year.

The nurse, as a condition to early retirement, is not retiring in order to enter the service of another Hartford area school system as a full-time school nurse.

The nurse shall agree not to file unemployment claims as a result of "retiring from business," as defined in the section above.

B. Employees covered by this Agreement may enroll in the Town of South Windsor Retirement Plan, according to the current provisions of the plan, including, but not limited to, the following items:

- Benefit formula of 2% final five year earnings, multiplied by years of credited service, with a maximum benefit formula of 50% of final five (5) year average earnings.
- Employee contribution formula of 4.5% of basic earnings.
- Retirement age 62.
- The retiree's benefit will not include any cost of living adjustments.
- Each participant in the plan shall receive a statement from the employer annually, which shall report the participant's contributions for the year, and the total contributions to the plan to date.
- Employees hired on or after July 1, 2015 shall not be eligible for the above defined benefit pension plan, but may elect to participate in the Town's ICMA Defined Contribution 401 (a) Pension Plan.
- Participants may elect to join the plan on the first day of any month after the start of their employment. Participants shall control the investment options of all funds in the plan.
- Each week an enrolled active member in the eligible class shall make a member contribution. The amount of the contribution shall be as follows:
- After one year of employment, the Town shall contribute 6% and the participant must contribute at least 6% of his/her base earnings each year. The employee has the option of putting in between 6% and the IRS maximum allowable contribution. The maximum employee contribution amount will be governed by current IRS regulations. Once an employee elects a contribution percent, as stated in IRS regulations, the employee may not change his/her percent while employed by the Board of Education.

## **Vesting**

Participant shall be vested in the plan on a pro-rated basis as follows:

After completing:

- One year of continuous service = 20%
- Two years of continuous service = 40%
- Three years of continuous service = 60%
- Four years of continuous service = 80%
- Five years of continuous service = 100%

Participants are always 100% vested for their personal contributions.

Normal retirement date: Employee has reached age 62.

### **ITEM XXIII**

#### **PROFESSIONAL DEVELOPMENT**

Employees will be encouraged to participate in in-service continuing education programs, which will enhance their nursing practice, competency, and professional knowledge. The amount of reimbursement shall be no more than \$500 annually per nurse not to exceed \$5,500 total per year for all nurses. Reimbursement is subject to prior approval of the Director of Special Services and any request for reimbursement may be used for:

1. Tuition for courses leading to baccalaureate or higher degree in nursing or a related field.
2. Courses in specialty areas of clinical practice related to the employee's position or workshops related to the identified needs of the individual and the school.
3. Membership of professional organizations related to employee's position.
4. Subscriptions and publications including textbooks, magazines, directories, newsletters and audiovisual materials for professional development.
5. Professional licenses required for employment.
6. Payment of costs relating to the nurse's certification as a school nurse.
7. Tuition, books and fees of courses related to the employee's position.

## ITEM XXIV

### **PERSONNEL FILE**

Disclosure of the contents of a nurse's personnel file shall be subject to the provisions of the Freedom of Information Act. The nurse shall have the right to review the contents of the file and to copy any items in the file after making an appointment with the Personnel Office. All requests will be honored within three (3) work days of receipt of the request. All requests must be made in writing and will become part of the personnel file.

**SOUTH WINDSOR  
BOARD OF EDUCATION  
TOWN OF SOUTH WINDSOR  
STATE OF CONNECTICUT**



Assistant Superintendent  
Personnel and Administration

Date 1/30/18

**SOUTH WINDSOR  
NURSES' ASSOCIATION**



Representative

Date 1/30/18

The Board of Education will not make employment decisions (including decisions related to hiring, assignment, compensation, promotion, demotion, disciplinary action and termination) on the basis of race, color, religion, age, sex, marital status, sexual orientation, national origin, ancestry, disability, pregnancy, genetic information, or gender identity or expression, except in the case of a bona fide occupational qualification.