

**AGREEMENT BETWEEN THE  
SUFFIELD BOARD OF EDUCATION  
AND  
SUFFIELD SCHOOL NURSES  
CONNECTICUT HEALTH CARE ASSOCIATES  
NATIONAL UNION OF HOSPITAL AND HEALTH CARE  
EMPLOYEES, AFSCME**

**Effective July 1, 2016  
through June 30, 2019**

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**ARTICLE 1**  
**RECOGNITION**

- 1.0 The Board of Education hereby recognizes the Connecticut Health Care Associates, National Union of Hospital and Health Care Employees, AFSCME (hereinafter referred to as the "Union" or "CHCA") as the exclusive Collective Bargaining Agent, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the unit consisting of all regularly scheduled full and part-time nurses, employed by the Suffield Board of Education, excluding those excluded by the Municipal Relations Act.

**ARTICLE 2**  
**UNION SECURITY/DUES, AGENCY FEES**

- 2.0 All present employees and all employees hired after the date this Agreement is signed shall, as a condition of employment, become and remain members of the Union within thirty (30) calendar days after this Agreement is signed or pay an agency fee in accordance with the law after their date of hire, whichever is applicable.
- 2.1 The Board of Education agrees to deduct Union membership dues or an agency fee each pay period from the pay of those employees who individually and in writing authorize such deductions. The Board of Education will remit twice each month such deductions together with the list of employees from whose wages these sums have been deducted, to CHCA. Such dues deductions shall continue for the duration of this Agreement and any extension thereof. The Union agrees to hold the Board of Education harmless from damage arising from the enforcement of this Article.
- 2.2 Payment of either the Agency Fee or Union dues as set forth below shall be a condition of employment.

The Union agrees that it will not request the Employer to discharge or suspend a bargaining unit employee for any reason other than the failure by such employee to remit the agency service fee as provided in Section 2.3, below, or the Union dues and uniform assessments levied against all Union members, and as set forth in section 2.3 hereof. The Union agrees to deliver a notice in writing to the Employer and to the employee when an employee is in default in the payment of his agency service fee or Union dues or assessments. Any such request by the Union that the Employer discharge or suspend such employee because of said default shall not become effective until thirty (30) calendar days have expired from the delivery of such notice to the Employer and to such employee. The tender to the Union of the amount of the delinquency within such thirty (30) day period shall automatically and fully cure the default of such employee and the Union shall, upon receipt of such remittance, promptly notify the Employer thereof. Failure by the employee to cure such default within such time shall be conclusively presumed to be just cause for his immediate dismissal or suspension as so requested by the Union and the Employer forthwith shall take all steps necessary to dismiss or suspend said employee.

- 2.3 Every employee covered by this Agreement must, for the life of the Agreement after the grace period described in Section 2.4 below, satisfy an obligation to the Union as the unit's exclusive bargaining representative. Under this Agreement, employees must choose one of the two ways of satisfying this obligation, as described below. Every employee has the right to make this choice free of interference, restraint or coercion:
- A. Full Union membership: The employee choose to join the Union as a full member, is subject to all rights and duties accorded members, and, as a condition of employment, must pay the full initiation fee (if applicable) and uniform periodic dues charged by the Union;
  - B. Agency Fee payer: The employee does not become a full member of the Union, and thus is not entitled to the full range of rights and duties of Union membership; further, the employee informs the Union that he/she objects to the Union's spending part of the dues and fees collected under this Agreement for activities not germane to its role as the exclusive bargaining representative; this employee must, as a condition of continued employment, pay the percentage of fees and uniform, periodic dues used for activities germane to the Union's status as the Unit's exclusive bargaining representative. The Union must provide this employee with information about its expenditures and this employee may challenge the Union's information.
- 2.4 Each employee covered by this Agreement, who is not a full member of the Union on the effective date of this Agreement (or hire date, if applicable), has the right to a "grace period" of twenty-nine (29) days in which to choose his/her status. Thus:
- A. For all employees who are in the unit and are not full Union members on the effective date of this Agreement [or the Agreement's date of execution, whichever is later], their chosen status, and their obligation to pay dues and fees, shall remain continuous and are not affected by this Agreement, although they are free to change their status.
  - B. For all new employees who are hired into the unit during the Agreement's life and are not full Union members on the date of hire, their chosen status, and their obligation to pay dues and fees, shall also begin on the thirtieth (30<sup>th</sup>) day after their date of hire (or the Agreement's date of execution, whichever is later).
- 2.5 Employees in the unit who are full Union members on this Agreement's effective date or, if hired during this Agreement's life, on their date of hire, do not receive the grace period. For these full Union members, their obligation to the Union is continuous and is not affected by this Agreement, although they are free to change their status.
- 2.6 Employees may elect to change their chosen status upon appropriate written notice to the Union once per year in the month of June. Such change will take effect in the first pay period in August.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

- 3.0 Nothing herein contained shall be construed as limiting the right of the Board of Education to manage or direct the working force, including: the right to hire, transfer, promote, suspend or discharge any employee in order to maintain discipline and efficiency; to relieve employees from duty because of lack of work or other causes deemed sufficient to the Board of Education; to determine the methods, processes and means of operation, the schedules of work, methods or facilities; and to limit or curtail its operations unless, and only to the extent that, provisions of this Agreement specifically curtail or limit such rights, powers, and authority.

**ARTICLE 4**  
**NO STRIKE/NO LOCKOUT**

- 4.0 The Union agrees that all employees included in this Agreement will not collectively, concertedly or individually engage in or participate directly or indirectly, in any strike, sympathy strike, slowdown or stoppage during the term of this Agreement.
- 4.1 The Board of Education agrees that it shall not lockout employees during the term of this Agreement.

**ARTICLE 5**  
**SENIORITY**

- 5.0 Seniority shall commence upon the date that the employee begins as a full-time or permanent part-time paid employee of the Board of Education. The employee's earned seniority shall not be lost because of absence due to illness, pregnancy, maternity leave, bereavement, jury duty, personal leave, or authorized leave or while eligible for recall. Seniority and seniority rights will not be accrued during unpaid leave of absence or layoff, unpaid educational leave, but such rights will not be lost by the employee because of such leave. Part-time seniority shall be credited as follows:

½ year of seniority for each one (1) year of part-time service.

- 5.1 Transfers and/or promotions of employees shall be made on the basis of the best interest of the school system.
- 5.2 New employees of the Board of Education shall be considered probationary during their first ninety (90) days of employment. During such probationary period the employee shall not attain seniority rights under this Agreement, and such probationary employee will be subject to discharge by the Board of Education, without access to the Grievance Procedure. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment.

- 5.3 When new jobs or job vacancies are created within the unit, the Board of Education shall post the job title and job description for one (1) week and notify CHCA of such posting. Each employee who is interested will have the opportunity to apply for said opening(s), providing he/she is qualified. The senior employee shall be given first consideration for the job. If the senior employee is not promoted or transferred, consideration shall then be given to the next senior qualified employee in the unit who has applied for the position. The Board of Education, through its administration, retains the right to fill positions from outside the Unit. In the event there are two or more qualified applicants for the job, the inside senior applicant shall receive the appointment. Promoted employees shall have a sixty (60) day trial period to demonstrate ability to perform in the position. Demotion shall only be for just cause and such employee shall be placed back in his/her former position, hours and pay rate.

When a job vacancy occurs after the last day of the first semester the vacancy shall be filled on a temporary basis. The vacant position shall be filled with a bargaining unit member. Before the beginning of the new school year the position shall be posted for one (1) week in accordance with Article 5 Section 5.3 hereof.

- 5.4 For the purposes of layoff, all school nurses shall be considered as one (1) group.
- 5.5 In the event there is a reduction in or a proposed reduction in the number of employees or work hours, the employee with the least seniority shall be laid off first. The Board of Education shall notify CHCA as soon as possible, but in no event less than forty-eight (48) hours prior to the time in which the layoff is to be effective. The Board of Education shall notify the least senior employee at least fourteen (14) calendar days before the effective date of the layoff. Failure to provide such fourteen (14) day notice shall result in payment of a two (2) week severance pay penalty.
- 5.6 The order of layoff for employees covered by this Agreement shall be within the job classification as follows:
- A. Probationary employees, part-time before full-time;
  - B. Regular part-time employees before regular full-time regardless of seniority; and
  - C. Full-time employees with the least seniority first.

An employee who receives such notice may elect within seven (7) calendar days thereafter to bump into another position within the bargaining unit, provided that the employee is qualified to perform the work and has more seniority than the least senior employee. The employee to be bumped shall have the same bumping rights to positions held by less senior employees in the bargaining unit provided all such bumping rights are exercised prior to the effective date of layoff.

- 5.7 Employees who are laid off or bumped into another position under this Article shall have recall rights as follows:

- A. The affected employee shall notify the Department head in writing at the time of layoff that he/she requests placement on a recall list.
- B. An employee who is bumped to another position shall have recall rights to his/her former job.
- C. For a period of eighteen (18) months, the affected employee shall have the right to be recalled to the job from which he/she was laid off.
- D. No person shall be newly employed until all persons on the recall list have been notified by certified mail, and such persons either are offered re-employment, or declined such re-employment offer. An employee who declines an offer of re-employment for which he/she is qualified shall forfeit recall rights. If a person on recall fails to respond to a certified letter notifying the employee of a recall opportunity within five (5) days of receipt, the employee shall lose recall rights.

**ARTICLE 6**  
**HOURS OF WORK AND OVERTIME**

6.0 All full-time School Nurses work day shall consist of at least seven (7) hours and thirty (30) minutes per day, Monday through Friday.

The work year shall be the school year plus five (5) days to be used at the start of the school year or at the end as determined by the school nurses duties as dictated by their particular school's need.

Each day includes a twenty (20) minute paid lunch period during which time the School Nurse will be on-call for emergencies.

6.1 No employee shall be required to perform work in excess of the hours stated above without appropriate compensation.

6.2 All employees shall receive one and one-half (1-1/2) times their regular hourly rate for all work performed in excess of forty (40) hours per week. All overtime shall have the prior approval of the immediate supervisor or Board of Education administrator.

6.3 All full-time employees shall receive one and one-half (1-1/2) times their regular hourly rate for all work performed on Saturday. Double time shall be paid for all work performed on Sunday or holidays.

6.4 For all employees, overtime work shall be divided equally as far as practicable by rotation on a seniority basis within the school requiring overtime. Bargaining unit members shall be given preference for all overtime work. All overtime shall have the approval of the immediate supervisor or Board of Education Administrator, except as provided in Section 6.0

above.

**ARTICLE 7**  
**GRIEVANCE PROCEDURE**

7.0 **Purpose.** The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to insure employees' morale without impairing Board of Education efficiency.

7.1 **Definitions.**

- A. A "Grievance" is any claim of a violation of any provision of this Agreement.
- B. A "Grievant" may be the employee and/or Union.
- C. "Days" shall mean business days.

**STEP ONE** Any employee with a grievance and/or his/her Union Representative shall meet with the immediate supervisor or designee within ten (10) days of the date that the alleged grievance occurred or is discovered, and the immediate supervisor or his/her designee shall submit his/her decision to the aggrieved employee within five (5) days of the receipt of the grievance.

**STEP TWO** If the employee or the Union are not satisfied with the decision rendered by the immediate supervisor, employee or the Union shall submit the grievance in writing, within five (5) days after receiving such decision, to the Superintendent of Schools or his/her designee, who shall meet with the Grievant and Union Representative and render a decision within five (5) days after receipt.

**STEP THREE** If the employee or the Union is not satisfied with the decision rendered by the Superintendent of Schools, the employee or the Union shall submit the grievance in writing within five (5) days after receiving such decision, to the Board of Education, who shall meet with the Grievant and the Union Representative at the Board of Education's next regularly scheduled meeting and render a written decision within five (5) days after the hearing provided that such meeting shall occur within twenty-one (21) days of the appeal to Step Three. The Board of Education shall schedule such grievance(s) as its first order of business.

**STEP FOUR** If the Union is not satisfied with the decision rendered by the Board of Education, it may, within twenty (20) days after the receipt of that decision, submit the grievance to the Connecticut State Board of Mediation and Arbitration under its expedited procedures or by mutual consent of the parties, such grievance may be submitted to the American Arbitration Association for resolution. The decision rendered by the Arbitrator(s) shall have no power to add to or subtract from or modify in any way the terms of this Agreement. The cost of the arbitration shall be borne equally by both parties.

- 7.2 **Mediation.** The Mediation services of the State Board of Mediation and Arbitration may be utilized at any time by mutual agreement.
- 7.3 Employees and the Union shall have the right and choice of a representative whenever desired by either individual employees or the Union at their expense. The Board of Education shall have the right and choice of a representative whenever desired at its own expense.
- 7.4 By mutual written agreement the parties may agree to extend the time limits of this procedure.

**ARTICLE 8**  
**DISCIPLINE**

- 8.0 All disciplinary action shall be applied in a fair and equitable manner and shall be consistent with the infraction for which disciplinary action is being applied.

All suspensions and discharges must be given in writing with reasons stated and a copy given to the employee and the Union within seventy-two (72) hours of the suspension or discharge.

Depending on the offense, disciplinary action may include, but not be limited to, verbal and/or written warning, suspension without pay, and discharge. Progressive discipline shall be applied when appropriate. No employee shall be discharged or suspended without just cause. Disciplinary action normally shall follow in this order:

- A. Verbal Warning (side letter with note/date/topic)
- B. Written Warning
- C. Suspension without pay
- D. Discharge

All disciplinary action may be appealed through the established grievance procedure.

- 8.1 Each employee shall have the right to see and review his or her personnel file upon the written request of the employee by appointment with the Business Manager. No material shall be placed in the employee's file until he/she has been provided with a copy of such material. Employees may request that the Board of Education correct, amend or delete incorrect or inaccurate material. Failing mutual agreement, the employee shall have the right to respond and the response shall be made part of the file.

No separate active personnel file shall be maintained other than the one subject to employee inspection.

- 8.2 Each employee shall be given copies of evaluation reports, if any, placed in the employee's personnel file.

- 8.3 The Board of Education reserves the right to suspend or discharge an employee without a hearing, provided a hearing shall be given within twenty (20) working days.

**ARTICLE 9**  
**INSURANCE BENEFITS AND PENSION**

- 9.0 The Board shall provide the following insurance benefits for each eligible employee (i.e. assigned on an annual basis for work twenty or more hours each week). The Board and the participating employee shall pay their respective shares of the applicable premium rate based on the level and type of coverage selected as follows:

Premium Cost share:

	2016-17 Employee	2017-18 Employee	2018-19 Employee
HDHP/H.S.A	19.0%	20.5%	21.0%
Dental Plan	19.0%	20.5%	21.0%

The Board shall provide the following insurance benefits for each nurse and eligible dependents for the period of July 1, 2016, through June 30, 2019:

On an annual basis, participating nurses shall elect one of two health insurance plans offered by the Board:

- (a) a PPO plan with benefit levels as set out below;
- (b) a HSA plan with benefit levels as set out below.

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

The HSA plan shall have the following components:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$2000/4000	\$2000/4000
Co-insurance	0% after deductible	20% co-insurance after deductible, subject to co-insurance limits
Co-insurance Maximum (Individual/Aggregate Family)	\$3,000/6,000	3,000/6,000
Cost Share Maximum (Individual/Aggregate Family)	\$3,000/\$6,000	\$5,000/10,000
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible waived	N/A
Prescription Drug Coverage	Treated as any other medical expense, Subject to deductible, once deductible is met, then \$5/30/45 copay per prescription	20% co-insurance after deductible, subject to co-insurance limits

The Board will contribute 50% of the deductible amount in 2016-17, 2017-18. In the 2018-19 contract year, the Board will contribute 40% of the deductible amount. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two installments, one at the beginning of the school year and the other in January. The parties acknowledge that the Board's deductible contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed nurses. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

Employees employed 15 or less hours per week shall not be eligible for medical benefits. Employees employed greater than 15 but less than 20 hours per week shall be eligible for medical benefits at 50% of the total premium cost.

The Board shall provide the current Co-Pay Dental Plan and Dental Rider A, with deductibles of \$25 for individuals and \$50 per family or an alternate plan as the parties may mutually agree upon in writing.

The Board shall make an I.R.C. Section 125 premium conversion plan available to employees making such contributions.

The Board of Education shall provide the Association with copies of insurance rate changes within 14 calendar days prior to beginning salary deductions.

Effective July 1, 2016, the PPO shall have prescription drug programs, with the following co-payment structure:

Managed Prescription Drug Program

Retail:

- \$10 per prescription for generic drugs
- \$30 per prescription for formulary
- \$45 per prescription for non-formulary

Mail order:

- \$15 per prescription for generic drugs
- \$40 per prescription for formulary
- \$50 per prescription for non-formulary

Retail duration: 30 days

Mail order duration: 90 days

unlimited maximum

Co-payments for PPO Plan:

Office Visit Co-pay	\$25
Urgent Care Co-pay	\$50
Emergency Room Co-pay	\$100
Inpatient Hospitalization Co-pay	\$250
Outpatient Surgery Co-pay	\$100

<i>Out-of-network services</i>	
Deductible	\$300/700/1000
Co-insurance	\$800/1000/1500
Out-of-pocket Maximum	\$1000/1500/2500

- 9.1 Life Insurance: The Board shall provide \$50,000 group term life insurance paid by the Board; at least \$50,000 additional life insurance may be purchased by the employee, up to the extent allowed by the carrier.
- 9.2 The Board of Education shall provide the Association with copies of insurance rate changes within 14 calendar days prior to beginning salary deductions.
- 9.3 The Board shall allow continuation of all existing health care insurance for any nurse upon retirement at no cost to the Board of Education. Such coverage shall be equal to the terms in the current master agreement between the Board and the Association. It is understood that if

a retiring nurse wishes to continue in the insurance plan, payments must be made by the nurse at the appropriate time. The nurse may elect to continue in the group at his/her own expense. If the retired employee becomes eligible for Medicare, the employee or spouse (as applicable) shall, effective upon the date of such eligibility, be permitted to participate only in the Board's Medicare supplement insurance policy.

- 9.4 The Board shall have the right to change insurance carriers, administrators or plans and/or to self-insure in whole or in part in order to provide the insurance coverage set forth above, provided that the overall level of benefits, coverage and administration of the new plan, which results from change in carriers and/or self-insurance, when considered as a whole, is substantially equivalent to coverage the current plan, described above, in terms of overall coverage, benefits and administration. Network shall not be a factor in considering if coverage, benefits or administration are substantially equivalent.

The President of the Union shall be notified in writing within 30 days of any intention to change carriers, administrators, plans and/or self-insure and shall have a reasonable opportunity to review the proposed changes. Should the Board and the Union disagree that the changes proposed will provide substantially equivalent benefits, coverage and administration, when considered as a whole, the disagreement(s) shall be subject to impartial arbitration as set forth in Article 7 of this Agreement, preferably before an arbitrator with experience and expertise in insurance matters. Arbitration may be demanded by either party and, should either party elect, such arbitration shall be expedited under the Rules of AAA or ADRC for expedited arbitration. No change in carrier or institution of self-insurance shall be made until the arbitrator has rendered his/her award.

- 9.5 For employees hired on or before June 30, 2016, the provision of an ordinance establishing a Pension Plan for Board of Education employees, enacted by vote of the special town meeting for the Town of Suffield on June 29, 1961, is made part of this Agreement, together with such amendment to said ordinance as may have been made during the term of this Agreement, which shall include the latest pension amendments. Eligible employees hired on or after July 1, 2016, shall be permitted to participate in a Defined Contribution Plan, with a mandatory contribution of 5.25% from the employee and 5.25% employer annual contribution. The Board of Education will match any additional contribution by an employee up to an additional 1.75%, for a total Board of Education contribution not to exceed seven (7) percent.
- 9.6 The Board of Education, will furnish each employee a copy of the above insurance and pension program plans.

**ARTICLE 10**  
**HOLIDAYS**

10.0 Subject to the provisions below, all bargaining unit employees will be granted leave with pay in observance of the following holidays:

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Good Friday  
Memorial Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

If school is in session on any one of these days, an alternate date for the holiday(s) shall be mutually chosen by the Superintendent or his/her designee and representatives of the bargaining unit.

- 10.1 A. When a specified holiday falls on a Saturday, the holiday leave shall be granted on the preceding day, Friday.
- B. When a specified holiday falls on Sunday, the holiday leave shall be granted on the following day, Monday.
- C. If the Friday or Monday is a day when school is in session, the parties shall agree upon a mutual alternate date for said holiday.
- 10.2 Whenever any of these holidays shall occur while an employee is out on sick leave, there shall be no charge to sick leave for that holiday.
- 10.3 On any day where the Board of Education allows early release of any Board of Education unit due to inclement weather or other emergency situation, members of this bargaining unit shall also be excused at the same time with full pay.

**ARTICLE 11**  
**SICK LEAVE**

11.0 An employee may be absent from work with pay during such period as actual illness or injury prevents him/her from performing his/her duties. Each such absence may be supported by a physician's statement if the absence is for three (3) or more consecutive days unless the illness or injury is of such nature that the supervisor and/or Board of Education waives the furnishing of a physician's statement. An employee absent due to illness or injury shall

notify his/her supervisor prior to the regular starting time of the workday. Failure to do so could result in denial of sick leave for the period of absence.

- a. Each School Nurse shall be entitled to fifteen (15) sick leave days per year, credited each September 1st, cumulative to one hundred seventy (170) days.
  - b. Part-time employees shall be entitled to five (5) paid sick leave days per year on a pro-rata basis.
- 11.1 Authorized absence under this Article will include the situation when an employee's family member is so ill as to require the employee's presence at home. If the Board of Education believes this provision is being abused by an employee the Board of Education may require the employee to submit a certificate of such illness by a physician.
- 11.2 Sick leave shall not accrue during any leave of absence in excess of thirty (30) days, except maternity leave, without pay.
- 11.3 When there is a demonstrated pattern of sick leave usage which reasonably appears to show a pattern of abuse, or when there is other reasonable cause to suspect abuse of sick leave, the Superintendent may require the employee to produce a medical certificate to justify his/her sick leave, provided the Board will pay for the cost of such certificate.

**ARTICLE 12**  
**WAGES**

- 12.0 The wage schedule attached hereto and incorporated as Appendix A shall be effective from July 1, 2016 to June 30, 2019.
- 12.1 **Longevity** Employees shall be paid each year on their anniversary date of employment as follows:
- |          |          |
|----------|----------|
| 15 years | \$300.00 |
| 20 years | \$400.00 |
| 25 years | \$500.00 |

Employees hired on or after July 1, 2013 shall not be eligible for this benefit.

**ARTICLE 13**  
**WORKERS' COMPENSATION**

- 13.0 Whenever a nurse is absent from school as a result of personal injury caused by an accident arising out of and in the course of her or his employment within the meaning of the Workers' Compensation Act, she or he shall be paid full salary (less the amount of any workers' compensation award made for the temporary disability due to said injury) for a maximum of the first thirty (30) days of such accident, and no part of such thirty (30) days shall be charged

to the nurse's annual accumulated sick leave. After the above thirty (30) days, said nurse is eligible to use accumulated sick leave. Sick leave so used will be charged against the nurse's sick leave at the rate of 1/3 of a day leave for each day of disability beyond the thirty (30) day full salary period. In no case shall the combination of sick leave and workers' compensation exceed the employee's normal pay.

## **ARTICLE 14** **LEAVE PROVISIONS**

### **14.0 Childrearing Leave.**

Upon request, any employee who is expecting a child, or whose spouse is expecting a child, or who has received acceptance to adopt a child, shall be granted a long-term leave of absence for childrearing purposes. The Board will comply with all mandatory provisions of the Family Medical Leave Act (FMLA) of 1993.

The request for childrearing leave shall be made at least thirty (30) days prior to its commencement.

Such leave request must establish in writing the beginning and ending dates of the proposed leave as well as the use of days being requested, i.e. FMLA, sick days, unpaid days. A form will be completed by the employee and submitted to Central Office that will determine the status of the leave (sick leave, FMLA).

### **14.1 Personal Leave.**

Each employee working twenty (20) or more hours per week shall be entitled to five (5) paid days for personal reasons for which no other arrangements can be made.

A. Personal days not taken in the school year shall not be carried forward to the next year nor shall they be paid for. They shall not be added to any accumulation the employee presently has.

**14.2 Paid Bereavement Leave.** In the event of the death of an employee's spouse, father, mother, father-in-law, mother-in-law, sister, brother, child, stepchild, stepparent, stepsister, stepbrother, grandparents, grandchild or any person of the immediate household regardless of relationship, an employee may have time off starting on the date of the death and continuing to the date of the funeral (not to exceed three days) without loss of regular pay.

**14.3 Jury Leave.** Any employee called to jury duty shall be paid the difference between the employee's regular rate of pay and the fee received from serving as a juror. No employee shall receive more compensation than normally would have been received in a regular work week. An employee called to jury duty shall furnish the Board of Education with a notice to service in evidence of attendance. The Board of Education may request exclusion for any employee who received notification of jury duty.

14.4 **Military Leave.** Military leave shall be granted to permanent employees or permanent part-time employees when required to serve on active reserve or on National Guard duty for a period not to exceed two (2) weeks. During this period, the employee shall be paid the difference, if any, between his/her regular pay and military pay. Time on military leave shall be included in computing seniority earned in the Board of Education's service. Copies of orders for active duty shall be supplied to the supervisor if requested.

14.5 **Leave of Absence.** An employee requesting leave of absence without pay may be granted the same at the discretion of the supervisor and/or Board of Education upon reasonable cause being given.

Such leave shall not exceed three (3) months. During such leave, insurance benefits shall continue at the cost share percentages as outlined in Article 9 for a maximum period of three (3) months if such leave is not subsequent to an FMLA leave.

14.6 **Union Leave.**

A. One (1) member of the Union and the grievant may be designated to process grievances and such member shall be granted leave of duty with full pay while engaged in processing said grievance, at each step of the procedure through arbitration. Additionally, the union designee shall be entitled to leave with pay for meetings with management.

B. One (1) member of the Union may be granted leave of absence from duty to attend annual conventions, or other Union business, but said employee shall not be granted or entitled to reimbursement by the Board of Education for any expenses incurred in travel or otherwise. Such leave shall not exceed a total of forty (40) hours unpaid leave. Leave may be taken in one hour increments, and any earned compensatory time or day may be used by such Union representative.

14.7 **Unpaid Leave**

Requests for approval of unpaid leave during the work year shall be considered only in exceptional cases. The planned use of unpaid leave for the purpose of extending a family vacation or a holiday weekend when school is not in session will not be considered. The Superintendent, or his/her designee, shall inform the employee of his/her decision, in writing, as to whether the request has been approved. Such requests shall not be unreasonably denied. Should the employee be denied his/her request, the employee may appeal through the grievance procedure.

## **ARTICLE 15** **UNIFORMS**

15.0 The Board of education shall supply to all Nurses lab coats and shoes, at the Board's

expense, to a maximum of three hundred dollars (\$300.00) per year per Nurse.

- 15.1 Employees' clothing and equipment and personal possessions which are damaged in the line of duty shall be replaced by the Board of Education, at a maximum of \$250.00 per year, per employee.

**ARTICLE 16**  
**GENERAL PROVISIONS**

- 16.0 The Board of Education agrees it will not subcontract work for the purpose of laying off employees. Further, the Board of Education will make every effort to recall employees from layoff whenever the duration and nature of the work being done makes it practical to do so.
- 16.1 During the term of this Agreement, the Board of Education shall furnish the Union with an up-to-date list of employees. When a new employee is hired, the Board of Education shall notify the Union and furnish the Union with the name, date of employment, classification, and rate of pay of the new employee. When the employment of an employee terminates, the Board of Education shall notify the Union and furnish the name and date of termination of the employee, and the reason for termination.
- 16.2 The Board of Education shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment.
- 16.3 Should any article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof, directly specified in the decision; upon the issuance of such a decision; the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.
- 16.4 There shall be no alteration, variation, no amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties. Any agreement must be ratified by the Union membership.
- 16.5 If there is any previously adopted policy, rule or regulation of the Board of Education which is in conflict with any provision of the Agreement, said Agreement provision shall prevail during the term of this Agreement.
- 16.6 When an employee is required to use his/her own motor vehicle to perform Board of Education business, or attend conferences at the direction of the Superintendent of Schools or his/her designee, he/she shall be reimbursed on the basis of the present IRS rate or if the Board of Education policy is higher, such higher rate shall apply.
- 16.7 The Union's business representative shall be permitted to visit specific job sites where bargaining unit members are employed provided such visits are at normal business hours and do not interfere with the operation of the department or classroom activities. It is agreed that

- the Union business representative will report to the Supervisor before talking to bargaining unit members.
- 16.8 The Board of Education shall provide bulletin board space for the Union located in each school for the posting of notices concerning the Union's business and activities.
- 16.9 The Board agrees that past practice will be maintained unless changed by the terms of this Agreement or otherwise in accordance with the rulings of the Connecticut State Board of Labor Relations.
- 16.10 School nurses shall be reimbursed for all costs for in-service training as required by the State of Connecticut and National Certification. Additionally, the Board of Education shall accommodate in maintaining the C.E.U.'s as required by State. Additionally, the Board of Education may allow and compensate nurses to attend optional training.
- 16.11 When the Board of Education creates a new classification or extensively changes an existing job, the Board of Education shall establish appropriate pay rates for such new or changed classification. Any dispute that may arise as a result shall be resolved through the midterm negotiation and arbitration procedures of the Municipal Employees Relations Act.
- 16.12 Any charge or complaint by a member of the public may be made against a bargaining unit member but neither the Superintendent nor the Board of Education shall officially recognize the charge or complaint as valid unless and until it is in writing, signed by the Complainant. Where a State or Federal law contradicts such requirement this provision shall be waived. Such complaint shall include particular description of the acts complained of and names and addresses of witnesses. The Union Business Representative and the employee involved shall be informed of the complaint with a copy of said complaint to the employee and the President of the Union. Within twenty-four (24) hours, an investigation shall be initiated by the Superintendent, and if any formal charges are to be made against the employee as a result of said investigation, a hearing will be held before the Board of Education and the employee shall have the right to cross-examine the accuser.
- 16.13 Every attempt will be made to use bargaining unit employees to perform bargaining unit work.
- 16.14 The Board agrees to reimburse each nurse annually for the State of Connecticut licensing fee.
- 16.15 The Board of Education shall participate in payroll deductions for any required payroll taxes for residents of Massachusetts and Connecticut.
- 16.16 All Side Letters of Agreement shall remain in effect and be attached to this Agreement.

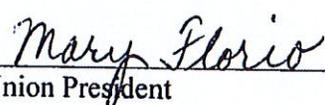
**ARTICLE 17**  
**DURATION**

17.0 This Agreement shall become effective on July 1, 2016 and shall remain in effect through June 30, 2019 and thereafter shall continue in effect from year to year except that it may be amended effective at the date of expiration by one party giving notice of its intention to amend the Agreement to the other party not later than one hundred and fifty (150) days prior to the expiration date.

Suffield Board of Education

Connecticut Health Care Associates

  
\_\_\_\_\_  
Jeanne Gee, Chairman

  
\_\_\_\_\_  
Union President

Date: 15 AUG 2016

Date: 8/16/2016

**APPENDIX A**  
**HOURLY RATE WAGE SCHEDULES**

July 1, 2016 to June 30, 2019

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
FY 16-17	\$25.06	\$26.98	\$28.91	\$31.32	\$35.76
FY 17-18	\$25.56	\$27.52	\$29.49	\$31.95	\$36.48
FY 18-19	\$26.07	\$28.07	\$30.08	\$32.59	\$37.21

Regular full time nurses with a BSN degree will receive the following non-cumulative payment of \$1,100. Employees hired on or after July 1, 2017 shall not be eligible for this payment.

Years of experience between the steps is defined as years served in Suffield Public Schools.

An employee may be hired at any step providing there is no present employee below that step. Should there be an employee in a lower step than the step for the proposed new hire, the Board shall not place that new hire in other than the starting step without the Union's concurrence.

**AGREEMENT BETWEEN  
SUFFIELD BOARD OF EDUCATION  
AND  
CONNECTICUT HEALTH CARE ASSOCIATES**

- A. School Nurses -
1. If the Board of Education increases the length of the student day/year, the parties shall re-negotiate the hours of pay where applicable.
- B. The Board of Education and the Union agree to the following in order to ensure the safety and health of the employees:
1. The Board of Education will comply with occupational safety and health standards (OSHA) as promulgated under State of Connecticut Statutes, Chapter 571.
  2. The Board of Education shall provide to all members of the bargaining unit who are exposed to transmission of communicable disease(s), all necessary immunizations at no cost to the employee.
  3. Those employees who are required to lift and/or care for students shall receive all necessary and proper training prior to being required to perform such tasks.
  4. Employees shall be provided, at the Board's expense, all necessary protective gloves, clothing, etc. All handicapped bathrooms shall comply with current law and shall have a bacterial soap available for use.