

**THE TOLLAND BOARD OF EDUCATION**

**AND**

**THE TOLLAND SCHOOL NURSES' AGREEMENT**

**July 1, 2017 – June 30, 2020**

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## **ARTICLE 1**

### **Recognition**

The Tolland Board of Education (hereinafter referred to as the "Board") recognizes the Tolland School Nurses' Association (hereinafter referred to as the "Association") as the sole and exclusive representative of all school system nurse employees for purposes of collective bargaining with respect to wages, hours and other conditions of employment within the meaning of the Connecticut Municipal Employee Relations Act.

## **ARTICLE 2**

### **Professional Negotiations**

- A. The Board and the Association agree to commence negotiations in good faith prior to the expiration of this agreement, in accordance with state statute, to secure a successor agreement relative to all matters concerning salaries and other conditions of employment. The agreement so negotiated shall bind and ensure to the benefit of the Board and all members of the Association and shall be reduced to writing and signed by the Board and Association.
- B. During negotiations, the Board and the Association shall exchange relevant data, points of view and proposals and counter-proposals with respect to salaries and any other conditions of employment about which either party wishes to negotiate. Either party may, if it so desires, utilize the services of outside consultants. Either party may call upon professional and lay representatives to assist in negotiations.

## **ARTICLE 3**

### **Severability**

In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of the Agreement shall remain in full force and effect.

## **ARTICLE 4**

### **Holdover**

In the event that the Board and the Association shall fail to secure a Successor Agreement, this Agreement will remain in effect for a period not to extend beyond the date of the execution of the Successor Agreement,

## ARTICLE 5

### Grievance Procedures

#### **A. Purpose**

The purpose of this procedure is to secure at the lowest possible administrative level; equitable solutions to problems that may arise in connection with this Agreement that affect the welfare and/or working conditions of nurses. Both parties agree that proceedings shall be kept as confidential as is appropriate, to the extent permitted by law.

#### **B. Definitions**

1. A grievance shall mean a complaint by a bargaining unit member that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement affecting the employee.
2. "The aggrieved" shall mean the person or persons making the claim, including their designated representative as provided for therein, any person or persons who might be required to take action or against whom action may be taken in order to resolve the problem.

#### **C. Time Limits**

1. Since it is important that a grievance be processed as rapidly as possible the number of days indicated at each step shall be considered a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
2. If a nurse does not file a grievance in writing within ten (10) days after he/she knew or, under normal circumstances should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure by the aggrieved nurse at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

#### **D. Procedure**

##### **1. Level 1 Principal**

A nurse with a grievance will first discuss it with his/her immediate supervisor (School Nurse Supervisor/Coordinator) with the object of resolving the matter informally. If the aggrieved is not satisfied with the resolution, a written grievance will be submitted to the building principal.

If a grievance has not been settled through normal administrative channels for resolving a problem, the aggrieved may submit a written grievance to the principal.

- a. If the grievance involves interpretation of the provision of this Agreement, the principal and/or the aggrieved may request an interpretation of the language in question by the current Board chief negotiator and the Nurses' Association chief negotiator.
- b. The principal shall hold a grievance meeting with the grievant within five (5) working days after receipt of the written grievance. The principal shall respond within the five- (5) working days after the grievance meeting is held. The principal's response must be in writing.
- c. In the event the aggrieved is not satisfied with the disposition of the grievance or in the event that no decision is rendered to the aggrieved within five (5) working days, the aggrieved may proceed to the formal written Level 2 of the grievance.

##### **2. Level 2 — Superintendent of Schools**

- a. The aggrieved may submit a grievance to the Superintendent of Schools. This grievance must be submitted in writing and must be filed no later than seven (7) working days after the written response was received at Level I.
- b. The Superintendent shall, within seven (7) working days after receipt of the Level 2 grievance, meet with the aggrieved.
- c. The Superintendent shall, within seven (7) working days after the hearing, render a decision and the reasons therefore, in writing to the aggrieved.

**3. Level 3 — Board of Education**

- a. If the aggrieved is not satisfied with the disposition of the grievance at the Level 2, he/she may, within seven (7) working days after receipt of the disposition, file the grievance with the Board of Education.
- b. The Board of Education shall, within twenty (20) working days after receipt of the grievance, meet with aggrieved for the purpose of resolving the grievance.
- c. The Board shall, within twenty (20) working days following the grievance meeting, render its decision and the reason therefore in writing to the aggrieved.

**4. Level 4 — Arbitration**

- a. If the aggrieved nurse is not satisfied with the disposition of his/her grievance at Level 3, he/she may, within five (5) working days after receipt of the decision, request in writing to the president of the Association that his/her grievance be submitted to arbitration.
- b. The Association may, within five (5) working days after receipt of such request, submit the grievance to arbitration. The Association shall notify the Board of such submission.
- c. The Board and the president of the Association shall, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator, the State Board of Mediation and Arbitration shall immediately be called upon to select the single arbitrator.
- d. The arbitrator selected shall confer with the representatives of the Board and the Association, and shall hold such further hearings with the aggrieved nurse and other parties in interest, as he/she shall deem requisite.
- e. The arbitrator shall render his/her findings of fact, reasoning, and conclusions in the issues submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding provided the arbitrator shall not usurp the function of the Board or proper exercise of its judgment and discretion under law and this Agreement.
- f. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

***E. Rights of Nurses to Representation***

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation
2. Any party in interest may be represented at any level of the Grievance Procedure by a person of his/her own choosing except that he/she may not be represented by a representative or by an officer of any nurse organization other than the Association. When the Association does not represent a nurse, the Association shall have the right to be present and state its views at all stages of the procedure.
3. The Association may, if it so desires, call upon the professional services of the State of Connecticut Coordinator of School health Services for consultation and assistance at any stage of the procedure.

***F. Miscellaneous***

1. The individual nurse of the Association shall prepare the statement of the grievance.
2. All records dealing with the processing of a grievance shall be filed in a central filing system separate from the personnel file.

3. When required for consultation with an Association member and/or the administration on matters covered by this article, the president of the Association shall receive release time providing that he/she makes arrangements for his/her health room to be covered and notifies the building principal of the arrangements.
4. The Association president and nurse involved in a grievance or negotiations hearing will be granted adequate release time if the hearing cannot be scheduled outside regular working hours.
5. The Association may represent the aggrieved.

## ARTICLE 6

### Employment Year

- A. The employment extends for a period of one hundred ninety (190) working days, beginning (3) days prior to the opening day of school for the students. One hundred and eighty three are academic days for students and four of these days are to be used as determined by the School Principal for use either before the school year begins for students or immediately after the last day of school for students.
- B. Nurses working in a professional capacity beyond the one hundred and ninety (190) days as described in Section 6A above, will be paid on a per diem rate based on the nurse's regular step of the preceding year. The length of the working day shall be the same as during the school year.

## ARTICLE 7

### Nurses' School Day

- A. The nurses' normal school day shall consist of seven (7) hours and thirty (30) minutes, beginning approximately one-half (1/2) hour before classes begin and one-half (1/2) hour after classes end. Included in the Nurses' normal school day will be a twenty-five (25) minute, but not to exceed thirty (30) minute duty free lunch.
- B. In the event that special or unusual circumstances cause the school day to be terminated early, nurses will be allowed to leave one-half (1/2) hour after the students are dismissed.
- C. The school day and the school year shall not be increased during the life of this contract. If a proposal is made to lengthen the school day and/or year, the Board and the Nurses' Association will negotiate a salary increase commensurate with the extension.

## ARTICLE 8

### Duty Free Lunch

- A. Nurses have a duty-free lunch period of at least twenty-five (25) minutes, but not to exceed thirty (30) minutes. Administrators of the schools where employees are scheduled to be at lunchtime shall provide a relatively uninterrupted period. Nurses who have their lunch period interrupted by serious pupil and/or staff needs may take compensable time after providing the needed service.
- B. It is understood that nurses are free to leave the school during their lunch period as long as another RN has agreed to cover the building and the name and phone number of such nurse has been left with the building principal, secretary, or the staff member covering the Health Room.

## ARTICLE 9

**Holiday and Vacation Schedule:** Registered Nurses work 190 days per contract. Holidays are not included.

The LPN's shall be paid for the following 10 Holidays

Labor Day	Christmas
Columbus Day	New Year's Day
President's Day	Martin Luther King Day
Thanksgiving	Good Friday
Memorial Day	Day preceding Christmas

**NOTE:** Either above Holidays, or days celebrated as such will be considered the holiday. Should school be scheduled on any of the 10 days, they would require the LPN to work with no alternative day off.

#### **ARTICLE 10**

##### **Staff Meetings**

- A. Staff meetings shall be those meetings that are scheduled by the nurse supervisor, which require attendance of all nursing staff, for a maximum of eight (8) per school year.
- B. Staff meetings shall commence at 4:00 pm and last approximately 60 minutes in duration.

#### **ARTICLE 11**

##### **Sick Leave**

- A. Nurses shall be entitled to fifteen (15) working days of sick leave with full pay per year. Unused sick leave shall be accumulated to one hundred and fifty (150) days, so long as the nurse remains in continuous service of the Board of Education. Leaves taken under the provision of this contract shall not be considered breaches of continuous service.
- B. Absences of five (5) continuous sick days shall require proof of medical condition by an appropriate medical authority.
- C. Any nurse with two hundred (200) accumulated sick leave days is entitled to fifteen (15) additional sick leave days which, if unused may not be accumulated.
- D. In individual cases taking into account personal hardship, the nature of illness, the circumstances involved and the service record of the nurse concerned, the Board upon recommendation of the Superintendent, may grant an additional extension, not exceeding one hundred eighty (180) days beyond the specified limits. Payments shall be made during the period on the basis on the nurse's regular salary less current single per day rate for substitutes for the period granted.
- E. A nurse will be granted up to eight (8) days of accumulated sick leave per school year for critical illness or injury of a member of the nurse's immediate family. Immediate family shall be defined as the nurse's spouse, children, stepchildren, parent, sibling, grandparent, stepparent or spouse's parent.

#### **ARTICLE 12**

##### **Personal Days, Professional Days and Short Term Leaves of Absence**

All nurses will be entitled to the following:

**A. Bereavement Leave — five (5) days, not accumulative, per year.**

May be used in the event of a death in a Nurse's immediate family or any other person domiciled in the Nurse's household at the time of said death. Immediate family shall be defined as the Nurses' spouse, children, stepchildren, parent, sibling, grandparent, stepparent or spouse's parent. If the death is someone other than immediate family or person domiciled in the household, bereavement leave is subject to Superintendent's approval.

**B. Recognized Religious Holidays — three (3) days, not accumulative, per year.**

May be used provided a written notice is given to the building administrator and nurse supervisor at least two (2) weeks in advance.

**C. Personal days — three (3) days, not accumulative, per year.**

- a. May be used for personal, legal, household or family matters, which require absence during school hours. Personal days will not be used for personal entertainment. Recognizing the necessity for continuity in instruction, the nurse will make every effort to avoid the use of personal days abutting a vacation day or holiday.
- b. The nurse requesting use of personal time must submit to the Superintendent, a completed request form at least five (5) working days prior to the date requested. In case of an emergency, when prior notice to the Superintendent is impossible, notice must be given as soon as possible and the Superintendent may grant approval after the fact. A request form must still be provided upon return.
- c. The Nurse will indicate on the Personal Day Request form, the general category for the personal day: personal, legal, household or family matter.

**D. Professional Days**

In accordance with Department of Public Health Code 10-212-5: Continuing qualifications as school nurse requires that such nurse participates in at least ten hours of professional development programs or activities approved by the local or regional board of education in each two-year period.

1. Nurses requesting a professional day shall submit a completed Request for Professional Leave Form to the Building Principal and Superintendent. The Superintendent within five (5) working days of the request shall give a written notice of approval or disapproval.
2. The Board agrees, upon the recommendation of the Superintendent, to reimburse the nurse for fees, meals, lodging, and transportation expenses when attendance at conventions and conferences or observation of an activity in another school system will contribute to the effectiveness of the instructional program. Fees shall be paid or reimbursed upon receipt of all required documentation and with sufficient notice to the Business Office.

**E. Crisis Leave**

All Nurses will be entitled to a Crisis Leave of up to thirty (30) days without pay upon approval of the Superintendent. A Crisis Leave will be defined as any event, which would prevent the nurse from effective job performance. A Crisis Leave may be extended under the provisions of Article 17.

## ARTICLE 13

### Parenthood Leave

#### A. Pregnancy and Childbirth Leave

1. Disabilities caused or contributed by pregnancy, miscarriage, abortion, childbirth and recovery there from, shall be treated as temporary disabilities for all job related purposes. (The term "Temporary Disability" 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 the period of such disability.
3. Disability leave beyond any 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 attendant thereto.
4. Policies 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.

#### B. Childrearing Leave

1. Any qualified professional employee shall be entitled, upon written request of the Superintendent, to an extended leave without pay for the purpose of childrearing of a natural, adopted, or foster child apart from any childbirth disability leave with pay. Such leave may extend for up to one (1) full school year excluding the year in which the leave commences.
2. Childrearing leave shall be subject to the following provisions:
  - a. Employees requesting leave shall submit written notice, not less than thirty (30) days prior to the anticipated date of ending performance of duties.
  - b. Childrearing leave in accordance with B.1. above will end at the beginning of a new school year.
  - c. Employees who have been granted childrearing leaves of absence shall notify the Superintendent in writing on or before February 1<sup>st</sup> of their intentions to resume work at the beginning of the ensuing school year.
  - d. Any person employed by the Board of Education to fill the position of any qualified professional employee on leave shall be notified in writing by the Superintendent at the time of employment that his/her contract will terminate at the conclusion of the school year.
  - e. Employees may maintain their insurance coverage at their own expense during the period covered by the childrearing leave.

## ARTICLE 14

### Military Leave

Any nurse who leaves the Tolland School System in order to fulfill his/her military obligation shall be reinstated upon return in accordance with sec. 10-156c and 10-156d of the State Statutes as currently amended

## ARTICLE 15

### Jury Duty/(National or State Emergency)

Any nurse who is called for jury duty or national or state emergency shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The staff member for jury duty shall receive his/her regular salary minus any compensation received for jury duty. Adjustments to payroll will be based upon proof of service and/or compensation.

## **ARTICLE 16**

### **Sabbatical Leave**

The Superintendent shall determine availability of suitable substitutes and determine leave on this availability, and shall review and approve worthwhile programs subject to the following conditions:

- A. Request for sabbatical leave must be received by the Superintendent in writing in such form as may be required no later than January 30<sup>th</sup> of the year preceding the school year in which the sabbatical is requested. It is understood that the deadline of January 30<sup>th</sup> shall be waived at the discretion of the Superintendent when fellowships, grants or scholarships awarded later in the year make such a deadline unreasonable. Requests should include date by which notice of approval or disapproval is required.
- B. The nurse shall be eligible for an initial-sabbatical leave after at least six (6) consecutive full school years of active service in the Tolland School System. A second sabbatical may be granted after another six (6) year period.
- C. A sabbatical leave shall be for a full academic year and the professional staff member shall be paid at one-half (1/2) of his/her base rate. In this instance "full annual base rate" shall be defined as that salary from which retirement is deducted.
- D. The nurse, as a condition to the acceptance of the sabbatical leave, shall agree to return to employment in the system for two (2) full years. In the event that the nurse shall not elect to return, the nurse shall reimburse the Board fully for all sabbatical payments made by the School Board.
- E. The nurse returning from sabbatical leave shall be placed on the appropriate step on the salary schedule as though he/she had been in active service in the system for the year of the sabbatical leave. The sabbatical shall not affect continuity of service nor accrual of seniority toward longevity benefits.
- F. A sabbatical leave shall be subject to the recommendation of the Superintendent and approval by the Board of Education. Notice of approval or disapproval will be given in writing as soon as possible, but not later than the date specified in the request.

## **ARTICLE 17**

### **Extended leaves of Absence**

- A. Upon the recommendation of the Superintendent, The Board of Education may approve a leave of absence for a nurse for up to one (1) year. A two (2) year leave of absence may be granted for Government Service such as the Peace corps, VISTA, or other international or domestic nursing or service opportunities.
- B. Intent to return to the school system from a leave of absence must be made in writing to the Superintendent of Schools by February of the preceding school year.
- C. A nurse may be granted, with the approval of the Superintendent, a leave of absence for critical illness or severe injury in the immediate family (spouse, child, parent, sibling, parent of spouse, stepparent, or grandparent of either) or a person of intimate familiar relationship.
- D. A request for any leave of absence shall be given an answer in writing within ten (10) school days following the next regular Board meeting after the request is submitted.
- E. All leaves of absence will occur from July 1<sup>st</sup> to June 30<sup>th</sup>. Emergency leaves other than those stated above will be considered by the Board of Education.
- F. Extended leaves of absence are unpaid.
- G. Insurance benefits may be continued during leaves of absence, if approved leave is in compliance with requirements imposed by the insurance carrier(s) for such leaves of absence, with the full premium cost paid by the employee except as otherwise required by any applicable statute concerning family and medical leave,

## **ARTICLE 18**

### **Severance Pay**

- A. Upon retirement or death of a nurse hired before July 1, 2004, who has had twenty (20) or more years total school nursing experience, at least fifteen (15) of which are in such service in the State of Connecticut, and the last ten (10) of which are in the Tolland Public Schools, such nurse or his/her beneficiary shall be paid fifteen (15) percent of his/her last year's salary over and above his/her regular compensation.

## **ARTICLE 19**

### **Probationary Period**

- A. All employees shall be subject to a probationary period of ninety (90) working days and shall have all rights except the right to grieve during this probationary period. During the probationary period, it shall be the responsibility of the school principal, after consultation with the nurse supervisor, for the evaluation of performance, and if performance is deemed unsatisfactory, issue a recommendation to the superintendent for termination.
- B. Any nurse transferring from another position (i.e. paraprofessional) within the school system shall have a probationary period of 30 working days in this new position.
- C. All new nurses who are hired will be eligible for insurance benefits the first day of the month following the completion of thirty (30) working days.

## **ARTICLE 20**

### **Seniority**

- A. Seniority, according to this Agreement, shall consist of length of actual service with the Tolland Board of Education. Employee's earned seniority shall not be lost because of absence due to illness or authorized leave of absence but shall not continue to earn, accrue, or accumulate during absence, unless employee is on sabbatical leave
- B. Seniority shall be deemed broken only by the following:
- discharge for just cause
  - retirement except credit for service shall be restored if any employee returns to service within five (5) years of retiring.
  - Voluntary resignation provided that seniority shall be reinstated if the employee is rehired within one (1) year.
- C. All new employees will have no seniority rights during their probationary period.
- D. A copy of this seniority list will be given to the Union President on October 1<sup>st</sup> of each year.

## **ARTICLE 21**

### **Termination and Recall**

#### **1. Procedure**

Should a staff reduction become necessary, seniority shall be the governing factor. In such cases, an employee with the least seniority shall be laid-off first. The Board shall give the affected employee(s) thirty (30) calendar days written notice of layoff. Laid-off permanent employees with the most seniority shall be rehired first providing the employee recalled is qualified to fill the vacancy as determined by the coordinator of health services. Laid-off employees will be retained on a recall list for a period not to exceed two (2) years. Any employee who refuses recall or does not respond within a period of fourteen (14) calendar days shall lose all further recall rights.

#### **2. Definition of Seniority**

Seniority, according to this Agreement, shall consist of length of actual service with the Tolland Board of Education. Employee's earned seniority shall not be lost because of absence due to illness or authorized leave of absence but shall not continue to earn, accrue, or accumulate during absence, unless employee is on sabbatical.

## ARTICLE 22

### Evaluations

1. Written evaluations of a nurse's performance shall be done once a year by his/her nursing supervisor and reviewed and approved by the building principal (with prior input from the nurse's building principal.)
2. The nurse shall review this evaluation with the nurse supervisor. The required signature indicates that the nurse has seen and discussed the evaluation. It does not necessarily mean that the nurse is in agreement with the report.
3. No complaint from a parent shall be used in the evaluation process unless the nurse has been informed in writing of the complaint at the time it occurs. The nurse shall be provided with a copy of the parent complaint if used in the evaluation process
4. No nurse shall be given a written reprimand, denied an increment, or suspended without pay without just cause. If a nurse is to be formally disciplined or otherwise of his professional advantage by the Board or its agents, he/she shall be entitled to receive a statement of reasons in writing.

## ARTICLE 23

### Staff Salaries

- A. The 2017-2018 pay increase will be 2%; the 2018-2019 pay increase will be 2%; the 2019-2020 pay increase will be 2%.
- B. All newly employed RN'S and LPN'S will start at a base salary per Appendix A attached.
- C. Holders of School Nurse Certification shall receive a stipend of one thousand five hundred dollars (\$1500) each year of contract.
- D. Nurse Coordinator stipend shall be \$5,250 in 2017/2018; \$5,500 in 2018/2019 and \$5,750 in 2019/2020.
- E. The Tolland School Board will accept earned degrees from accredited Universities.
- F. Substitute Nurses shall be paid \$200.00 per day or \$100.00 for 1/2 day.

### Insurance Benefits

## ARTICLE 24:A

Effective July 1, 2017, a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) shall be the core insurance plan. For any nurse who remains enrolled in the PPO Plan as set forth in Appendix B, the Board will pay the same total dollar amount toward the premium cost for the PPO Plan as the Board pays toward the premium cost for the High Deductible/HSA Plan for a nurse enrolled at the same coverage level. The nurse shall pay 100% of the difference between the Board's total dollar premium contribution and the total premium cost for the PPO Plan. The Board shall implement a high deductible/HAS plan including the following components:

The Board shall implement a high deductible/HAS plan including the following components:

	In-Network	Out-of-Network
<b>Annual Deductible (Individual/Aggregate Family)</b>	<b>\$2000/4000</b>	<b>\$4000/8000</b>
<b>Co-insurance</b>	<b>N/A</b>	<b>20% after deductible up to co-insurance maximum</b>
<b>Co-Insurance Maximum (Individual/Aggregate Family)</b>	<b>N/A</b>	<b>\$4000/8000</b>
<b>Cost Share Maximum (Individual/Aggregate Family)</b>	<b>\$2000/4000</b>	<b>\$4000/8000</b>
<b>Lifetime Maximum</b>	<b>Unlimited</b>	<b>Unlimited</b>

The Board will fund fifty percent (50%) of the applicable HSA deductible amount for each nurse who elects coverage under the high deductible/HSA plan. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on the Board's payroll dates. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed nurses. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individual upon their separation from employment. If the high deductible /HSA plan is implement after the start of the calendar year, the Board's contribution toward the funding of the deductible shall be pro-rated for that year.

Nurses shall be responsible for paying the following percentages of the premium costs for the high deductible/HSA plan:

	Individual	Two-Person	Family
2017-2018	18%	18%	18%
2018-2019	18%	18%	18%
2019-2020	18.5%	18.5%	18.5%

Nurse hired after June 30, 2017 who elect to receive health insurance shall participate in the high deductible/HSA plan.

#### **Article 24.B – Insurance Benefits**

B. For each participating nurse, the Board shall pay the percentages set forth below toward the costs of family coverage or individual coverage, (whichever is applicable) for the following insurance:

1. Vision Care and Dependent Children Rider.
2. Full Service Dental Plan with Rider A.
3. Life and AD&D coverage equal to one and one-half times annual base salary.

The Nurses will pay the following percentages of the cost for the Dental, Vision, Life Insurance Plans:

	Individual	Two-Person	Family
2017-2018	18%	18%	18%
2018-2019	18%	18%	18%
2019-2020	18%	18%	18%

- C. The Board shall have the right to change the carriers and/or plans for the health, dental and life insurance benefits described in the article, provided that the new carriers and/or plans provide an overall level of benefits which, when considered as a whole, provides a level of benefits comparable to the existing carriers and/or plans. The Board also reserves the right to self-insure some or all of the health, dental, and life insurance benefits. The Board will consult with the Association before changing carriers and will arrange for information sessions with affected employees prior to implementing any change.
- D. The Board shall provide information to each nurse on insurance premiums and benefits upon the issuance of a new contract.
- E. Employees may change insurance benefits once per year except in circumstances such as death, divorce, etc.
- F. Nurses may participate in the Board established Section 125 plan for pre-tax treatment of health insurance premiums, unreimbursed medical expenses and dependent care expenses.

## II. Other Insurance

- A. Compensation shall be paid to a nurse for personal property damage sustained during or as a direct result of performance of their employment in the Tolland Public Schools, unless such damage was due, in whole or in part, to the nurses negligence. The compensation shall not exceed the deductible amount included in a nurse's homeowners or automobile insurance or \$200, whichever is less. In order to be eligible for compensation, the nurse must have filed a written report with the local law enforcement agency.
- B. Malpractice Insurance — The Board agrees to reimburse each individual member of the Association 50% of his/her malpractice insurance coverage or \$100 whichever is less (24 hour —365 days a year).

## III. Retiree Insurance Coverage

- A. A retiree may continue to maintain coverage as elected above under a sub-group established by the Board of Education. The Board shall pay fifty percent (50%) of the cost of the coverage for nurses who retire with thirty (30) years of service in the Town of Tolland, or thirty-five percent (35%) of the cost with twenty-five (25) years service, or twenty-five percent (25%) of the cost of coverage for nurses who retire with twenty (20) years of service in the Town of Tolland. Benefits will be paid for a period not to exceed ten (10) years. After the ten-year period, a retiree may continue to participate in the group coverage at his/her own expense. The provision shall not apply to nurses hired after June 30, 2017.
- B. Life insurance coverage upon retirement is fifty percent (50%) of the coverage just prior to retirement. A retiree, who meets the criteria in Section III (A) above, may have this benefit paid for a period not to exceed ten (10) years or up to age seventy (70), whichever comes earlier. At age seventy (70), life insurance coverage will be terminated. This provision shall not apply to nurses hired after June 30, 2017.

IV. The Patient Protection and Affordable Care Act ("PPACA"); Public Law 111-48) has set forth and codified under the Internal Revenue Code 4980I 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 pertaining to IRC 4980I 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 negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will re-open the "Insurance Benefits" Section, Article 24, for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

## ARTICLE 25

### Part-Time Nurses

The provisions of this Agreement shall be applicable to part-time nurses except as follows: Article 7: Hours will be established between the nurse coordinator and the nurse as necessitated by scheduling and approved by the Superintendent.

1. Article 7: Hours will be established between the Nurse Coordinator and the Nurse as necessitated by scheduling and approved by the Superintendent.
2. Article 11: If a nurse is subsequently employed full-time, his/her sick leave accumulated, as part-time nurse will be adjusted accordingly (e.g., thirty (30) days accumulated at half time will become fifteen (15) days.
3. Article 12: Section A: Part-time service will be credited as such. Section B: Accumulated sick leave will be adjusted as in 2 above.
4. Article 16: Part-time service will be pro-rated as such
5. Article 24: Nurses will be paid at the ratio of the time assigned in minutes to the total time in the nurse's workday in minutes as defined in Article 7.
6. Article 26: Not eligible for Insurance Benefits.
7. Any nurse meeting the requirements of the Master Plan will be eligible for retirement benefits. The Master Plan is the same as the Adoption Agreement and the current eligibility is all full time non-certified employees and all part-time employees scheduled to work 1080 hours or more per school year. This is subject to change as per BOE agreement with written notice to the Union.

## ARTICLE 26

### Licensed Practical Nurses

- A. Any LPN (Licensed Practical Nurse) hired will be part of the school nurse's contract.
- B. A LPN pay scale will be hourly.
- C. All LPN's will work under the direct supervision of the RN assigned to that building.
- D. The LPN's normal school day shall consist of seven (7) hours per day, beginning and ending as determined by the Nurse Supervisor and building Principal.

## ARTICLE 27

### Special School Programs

The school nurse position for school activities that occur beyond the school day/year, i.e. summer school programs, field/school trips that require a RN, will be offered to the present school nurse staff. The nurse will be paid a pro-rated hourly rate based on his/her present salary scale. If nurse coverage must be offered to nurses not on staff, the nurse will be paid a pro-rated hourly rate based on the starting salary for a school nurse.

**ARTICLE 28**

**Duration**

The provisions of this Agreement shall be effective as of July 1, 2017 and shall continue and remain in force and be effective to and including June 30, 2020.

If the State passes any laws or regulations requiring mandatory further education, certification, or examination of school nurses, this contract will be reopened at the request of either party.

Should additional state funds designated for support personnel become available during the duration of this Agreement, the salary portion of the Agreement shall be opened for upward salary increases.

Christine Guerin

President Tolland School  
Nurses Association

Michelle Harold

Tolland Board of Education

3-1-17

Date

3/6/17

Date

Appendix A

**Nurses**

	<b>2017/2018</b>	<b>2018/2019</b>	<b>2019/2020</b>
Base Pay RN	\$42,214.85	\$43,059.15	\$43,920.33
Base Pay RN/BS	\$44,320.63	\$45,207.04	\$46,111.19
Base Pay RN/MS	\$45,139.54	\$46,042.33	\$46,963.18
Base Pay Nurse Practitioner	\$46,422.00	\$47,350.44	\$48,297.44

**Licensed Practical Nurses**

	<b>2017/2018</b>	<b>2018/2019</b>	<b>2019/2020</b>
Base Pay	\$22.33	\$22.77	\$23.23

Appendix B

The Traditional plan will include the following elements:

<b>In-network services</b>	
Office visit co-payment	\$25
Urgent care co-payment	\$30
Emergency room Co-payment	\$100
Outpatient surgery co-payment	\$125
In-patient hospitalization co-payment	\$200
<b>Out-of-network services</b>	
Deductibles	\$250/500/750
80/20 Co-insurance, subject to the following out-of-pocket maximums	\$1250/2500/3750
Cost-share maximums	\$1500/3000/4500