

AGREEMENT

between the

**REGIONAL SCHOOL DISTRICT NO. 17
BOARD OF EDUCATION**

and

**CONNECTICUT HEALTH CARE ASSOCIATES,
NATIONAL UNION OF HOSPITAL AND HEALTH
CARE EMPLOYEES, AFSCME, AFL-CIO
SCHOOL NURSES**

JULY 1, 2018 – JUNE 30, 2021

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PREAMBLE

This agreement entered into by and between Regional District #17 Board of Education, State of Connecticut (hereinafter referred to as “the Board”), and Connecticut Health Care Associates, National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO (hereinafter referred to as “the Union”) has as its purpose the promotion of harmonious relations between the Board and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meaning of the terms, working conditions or conditions of employment.

NOW THEREFORE, in consideration of these premises and other good consideration, the Board and the Union enter into this Agreement.

This Agreement shall be the entire contract between the Board and the Union and shall set forth all rights, benefits and privileges that the employees covered by the Agreement are entitled to.

ARTICLE I **RECOGNITION**

The Board recognizes the Union as the exclusive representative for the purpose of collective bargaining of all Registered Nurses (school nurses) employed by the Board, excluding the District Supervisor of Nurses, and other positions as may be excluded from coverage under the Municipal Employees Relations Act.

ARTICLE II **DEFINITIONS**

- 2.1 The practice of school nursing by a Registered Nurse is defined as a specialized practice of professional nursing that advances the well being, academic success and lifelong achievement of students. To that end, school nurses facilitate positive student response to normal development; promote health and safety; intervene with actual and potential health problems; collaborate with others to build student and family capacity for adaptation, self-management, self-advocacy and learning (National Association of School Nursing).
- 2.2 The school nurse job description is on file at the Board of Education. In the event of a change to the school nurse job description, the Union President shall be notified.
- 2.3 Any reference in this Agreement to she or her or any form thereof shall refer to both female and male nurses.

ARTICLE III
BOARD RIGHTS AND RESPONSIBILITIES

Unless expressly and specifically relinquished, abridged, limited or modified by a specific provision of this Agreement, the Board will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing by the Board, pursuant to any charter, general or special statute, ordinance, regulations, or other lawful provision, over the complete operations, practices, procedures and regulations with respect to employees of the Board, and shall remain solely and exclusively in the Board, including, but not limited to the following:

To maintain the district schools and such other educational activities as in its judgment will best serve the interests of Regional School District No. 17; 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, to determine shift and work schedules and hours of work; to select and hire employees and to demote employees for just cause, 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; to discharge or otherwise discipline any employee for just cause; to promote, transfer and layoff employees; to determine the standards of service offered by the Board, identify criteria for selections of employees and direct its employees; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which the Board's operations are to be conducted; to establish and revise or discontinue policies, programs and procedures to meet changing conditions and to better serve the needs of the students; to exercise control and discretion over its organization and the technology of performing its work; to fulfill all of its legal responsibilities whether exercised or not; to determine the methods and levels of financing and budget allocation; to determine and re-determine the number of employees to be employed; to determine job descriptions and job classifications. The Board shall not exercise any of these rights in a manner that would contravene an express provision of this agreement, established past practice or its duty to negotiate, if applicable.

ARTICLE IV
DUES DEDUCTION AND UNION SECURITY

4.1 All nurses initially covered by this Agreement and all nurses hired during its life who are not now members of the Union or do not subsequently become members, and who do not maintain such membership for the duration of this Agreement, shall pay a service fee in an amount designated by the Union after thirty (30) days employment as a condition of continued employment.

4.2 The Board shall deduct Union dues from the earned wages of the nurses bi-weekly in such amounts as determined by the Union, provided that no such deduction shall be made from any nurses' wages except when authorized by them in writing. All sums so deducted shall be sent to the Union's office on a bi-weekly basis with a record of the amount and the names of those from whom deductions have been made.

4.3 The Board's obligation to make such deductions shall terminate automatically upon termination of employment.

ARTICLE V **SENIORITY**

5.1 For the purposes of this Article, seniority is defined as the length of continuous employment as a member of this bargaining unit with the Board of Education of District #17.

5.2 A nurse shall lose seniority by the following:

- a. Voluntary resignation
- b. Discharge for cause
- c. Retirement
- d. Layoff in excess of twenty-four (24) months
- e. Failure to report to work ninety (90) days when first hired. During the probationary period, nurses may be disciplined up to and including termination without recourse to the grievance and arbitration provisions of this Agreement. Upon completion of the probationary period, the seniority of such new nurses shall be retroactive to the date of hire.

5.3 In the event of a reduction in staff, the nurse with the least amount of seniority shall be subject to layoff providing that the nurses then remaining are qualified in all aspects to perform the work available. CHCA and the affected nurses shall receive a minimum of thirty (30) days' notice or pay in lieu thereof. The best interests of the students and the school system as determined by the Superintendent shall be considered.

ARTICLE VI **VACANCIES**

6.1 A vacancy shall be defined as a nursing position in the District that the Administration intends to fill. Such vacancy shall be made known to members of the bargaining unit by posting on the District web site. Internal applications must be made within two (2) weeks of issue of the memo of the vacancy.

6.2 In filling any vacancy or vacancies that occur for a subsequent year, consideration shall be given to members of the staff who have previously filed a request to fill the position in which the vacancy has occurred and who are best qualified as determined by the Administration.

6.3 If system wide school reorganization should occur, or if reorganization should occur within a selected building or buildings and school nurses must change their position, preference in assignment shall be given to those school nurses with the greatest amount of seniority in the District.

6.4 The best interests of students, the educational program and the school health program are paramount in the assignment of all professional personnel. Changes in assignment or transfer shall be made only after the administration has notified the affected employee.

- a. No school nurse shall be required to cover another health office except for emergencies.
- b. For emergency coverage, the buddy system shall be utilized. The buddy system is whereby two (2) schools are paired so that when the school nurse is absent from her building, her buddy in a second school will be the nurse expected to respond to the emergency needs of the second school.
- c. The nursing supervisor shall orient substitute nurses. The District may use substitutes to cover nurses who are out of the building due to illness, professional development, attendance at meetings within the District as well as during health screenings and any other professional activity required.

6.5 Transfers

- a. Voluntary Transfers. School nurses who desire a change in school assignments shall file a written statement of such desire with the Superintendent of schools.
- b. Involuntary Transfers. Under normal circumstances, school nurses will retain their assignments for the full school year. A transfer shall be made only after a meeting between the person involved and the Superintendent, or his designee, at which time the person shall be notified of the reasons for the transfer.

ARTICLE VII **LAYOFF**

7.1. In the event of a reduction in staff, the nurse with the least amount of seniority shall be subject to layoff providing that the nurses then remaining are qualified in all aspects to perform the work available. CHCA and the affected nurses shall

receive a minimum of thirty (30) days notice or pay in lieu thereof. The best interests of the students and school system as determined by the Superintendent shall be considered.

7.2. Laid off employees shall be recalled to work with the most senior employee called first. In recalling employees, the Board shall rely on the last address furnished to the Board, in writing, by the employee. Recall rights shall terminate twelve (12) calendar months from the date of the layoff for each employee.

7.3. In the event an employee refuses to return to work when recalled or fails to answer an offer of recall mailed via registered mail return receipt within ten (10) work days of the date of mailing, his/her seniority will be considered ineligible for recall. If an employee who is on layoff plans to be away from home for an extended time he or she shall inform central office of his/her address while gone and the recall notice shall be sent there. One phone call to the employee's regular phone will also be made.

7.4. An employee who has been laid off and subsequently recalled within his/her recall period, shall receive, if applicable full credit for accumulated sick leave, seniority and hourly rates earned prior to layoff. However, employees on layoff shall not accrue any time.

ARTICLE VIII **WAGES**

8.1. Bargaining unit employees shall be compensated in accordance with the hourly wage schedule set forth in Appendix A, attached to this contract.

8.2 A newly hired employee having prior experience as determined by the Superintendent may be placed at a higher hourly rate than the beginning hourly rate, but not to exceed a present employee with comparable experience.

ARTICLE IX **INSURANCE**

- 9.1. Association members shall be eligible for benefits as set forth below:
- a. Effective the first day of the first month following the signing of this agreement, life insurance coverage will be thirty thousand (\$30,000) dollars plus accidental death and dismemberment.
 - b. The board retains the right to offer additional Medical/Rx/Vision/Dental plan design options to the Nurse's union in year 2 of the contract. At that time the cost to members will be negotiated.

9.2. It is the Board's intention to the extent possible, to provide health services comparable to or better than the 2013-2014 plan which would include a prescription drug rider, dental plan and a vision rider.

9.3. Nurses and their eligible dependents with an FTE of .80 or better may enroll in the following plan

a. Partnership 2.0 – The Board shall provide health insurance during the term of this Agreement through the State of Connecticut Partnership 2.0 plan, subject to all the terms and conditions of said plan as they may be amended by the State from time to time. A summary of the current version of the plan is attached. If at any time the premium for the Connecticut Partnership 2.0 plan costs more than the HDHP plan described below, the Board may withdraw from the Partnership 2.0 plan and the HDHP shall be the plan provided to nurses. Employees shall contribute towards the cost of said plan as follows:

2018-19	20%
2019-20	21%
2020-21	22%

In addition, in the event an employee or enrolled dependent is deemed non-compliant with the Health Enhancement Program, and the State assesses a penalty, the employee shall be responsible for paying the penalty.

b. In the event all other Board unions do not agree to switch over to the State Partnership 2.0 plan, nurses may enroll in a High Deductible Health Plan (HDHP) – with the following deductibles and coinsurance:

In-network

- Deductible \$2,000 individual/\$4,000 two or more
- Coinsurance 100%
- Rx after deductible \$5/\$20/\$30 (\$10/\$40/\$60 mail order)
- Out of Pocket Maximum \$6,350/\$12,700

Out of Network

- Deductible \$4,000/\$8,000
- Coinsurance 70%
- Out of Pocket Maximum \$8,000/\$16,000

The Board shall fund into a Health Savings Account (HSA) 50% of the in-network deductibles: 1/3 on August 1, 1/3 on October 1 and 1/3 on December 1.

Employees shall contribute 20% of the cost of the above plan.

An accurate "Summary Plan of Benefits" shall be issued to nurses prior to implementation. The Union shall receive a copy prior to issuance, for review.

- c. Dental Coverage – CIGNA Dental PPO (or its successor) or its equivalent if the health plan is the Partnership 2.0 Plan.
- d. The plan year will be from July 1 to June 30 the following year.
- e. EXCISE TAX

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and 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.

If the total cost of any of the Board of Education's group health plans offered under this agreement triggers an excise tax under Internal Revenue Code Section 49801, otherwise known as the Affordable Care Act, or any local, state or federal statute or regulation, the parties agree to open negotiations over the health insurance plan design, premium cost share and the introduction of an additional optional health insurance plan and/or of the excise tax.

- f. Part-time employees working thirty (30) hours per week or more shall be eligible for health benefits. The Board of Education contribution to the premium shall be pro-rated to their FTE.
- 9.4.
- a. Any reference made to a particular insurance carrier is to illustrate the type of coverage made available. The provider of the health benefits may be changed at the Board's discretion, so long as the coverage and benefits are substantially equivalent to the coverage and benefits in effect under the then-current policy.
 - b. The parties agree that they will meet to discuss the impact of a change of health providers.
- 9.5. The Board shall continue in effect its Internal Revenue Code section 125 pre-tax medical expense account and dependent care account subject to the rules and regulations of the IRS as they may change from time to time and the Board's rules and regulations on this section 125 plan.

- 9.6. Retiring members between the age of 60 and 64, inclusive, with fifteen (15) years of continuous employment with the Board of Education may continue existing coverage in the Health Benefits outlined in the above noted health insurance, with the retiree paying the entire premium rate, providing they have no employment providing comparable health insurance benefits.

ARTICLE X **RETIREMENT PLAN**

10.1. A retirement plan is provided by the Board of Education for employees, who qualify under the governing policies of the plan.

10.2. The Board of Education shall contribute five (5%) percent of an eligible employee's base salary into the retirement plan for employees.

10.3. Eligible employee is defined as an employee who qualifies under the governing policies of the plan.

10.4. Information on the contents of the plan is available for employee review in the business office during normal working hours.

ARTICLE XI **WORK SCHEDULES AND WORKING HOURS**

11.1. The specific hours of work for all employees covered by the contract will be established and/or changed to meet the requirements of the school district, subject to any legal duty the Board may have to negotiate with the Union.

11.2. The basic workday for full-time employees covered by this contract shall consist of five days, of seven (7.00) hours in length including a paid twenty five (25) minute lunch break.

11.3. The work year for the nurses shall consist of a total of one hundred ninety eight (198) days inclusive of holidays and six (6) days in addition to the student school year

11.4. Starting and finishing hours shall be determined by the particular needs of each individual school as determined by the Superintendent or his/her designee.

11.5. When possible, employees shall be notified of pending schedule changes two (2) weeks in advance. When the employer decides to make a schedule change, the Board shall also notify the Union of the change.

11.6. When an employee is called into work unexpectedly after the conclusion of his/her normal workday and has left the work site, he/she shall be paid a minimum

of two (2) hours pay at straight time and work a minimum of (2) hours unless the employee exceeds forty (40) work hours in the workweek.

11.7. It is agreed that if the number of student days changes, from what is in effect during the 2014-15 school year, the number of work days above associated with the number of students days shall change accordingly.

11.8. The parties recognize the Board's right to create and eliminate positions, including positions with different work days or work years from those set forth above, and in the case of creating positions, the Board's obligation to negotiate with the Union relative to wages, hours and other conditions of employment. The Board recognizes its obligation to negotiate with the Union over the impact of such changes, if any, on the remaining bargaining unit positions.

11.9. If the schools are closed due to weather conditions than the nurses shall not report to work.

11.9a. If an *early dismissal* is called due to weather conditions, the superintendent (or designee) will make the decision relative to dismissing employees. Typically, this occurs approximately one hour after the dismissal time or when an administrator is certain that all students have been accounted for properly by either being dropped off by bus or picked up by a parent or guardian.

11.10. Full time employment shall be considered to be a work schedule consisting of at least 35.0 hours in a basic work week as defined above.

11.11. In the event that a school nurse is required to be present on a field trip which occurs outside of the school day the following procedure will be utilized:

11.11.a. The school nurse in the school building from which the trip originates will be assigned this duty.

11.11.b. If the school nurse from the originating building is unable to attend the field trip, nurses from another school will be assigned this duty in collaboration with the nurse supervisor and taking into account the best interest of students.

11.11.c For any field trip of multiple day duration, the nurse will be paid for all hours worked at her hourly wage. All hours will be recorded and submitted on a time card and approved by the supervisor on that field trip. For any trip that concludes during the normal workday hours, the nurse will only be paid for that day. The Board will pay for any accommodations and/or travel expenses.

ARTICLE XII
OVERTIME

12.1. Prior to working overtime or extra time, the employee must receive permission from his/her immediate supervisor to work such overtime.

12.2. Time and one-half the regular hourly rate shall be paid for each hour worked in excess of forty (40) paid hours worked in any one-pay period. The pay period is Friday through Thursday inclusive. Unpaid lunch periods shall not be used in calculating overtime.

12.3. Employees may be required to work reasonable overtime schedules in Regional School District No. 17.

12.4. Any employee who is required to report to work on a Saturday, Sunday or Holiday shall be paid a minimum of two (2) hours and shall work a minimum of (2) two hours. The rate of pay shall be time and one-half (1 ½,) the regular hourly rate for Saturday and double time (2) for Sundays and Holidays.

ARTICLE XIII
HOLIDAYS

13.1. Full-time (10) ten-month employees, shall be eligible for the following paid holidays:

- New Year's Day
- Memorial Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day
- President's Day
- Good Friday
- Martin Luther King's Birthday (observed)

The day following Thanksgiving Day is a no workday and a no payday unless at some time in the future school is in session on this day.

13.2. Employees must complete their probationary period to be eligible for holiday pay. Part-time employees are eligible for prorated holiday pay for those holidays that fall on a day that the employee normally works.

13.3. To be eligible to receive holiday pay, the employee must work his/her regularly scheduled hours the workday immediately preceding and the work day immediately following the holiday, except as set forth in Section 12.3 below.

13.4. Whenever any of the above-enumerated holidays occur while an eligible employee is out on paid sick leave, the employee shall be paid for the holiday and no charge to sick leave, shall be made for that day. If a holiday falls on a Saturday or Sunday, and is not observed on Friday or Monday, the employee shall be paid for such holiday.

13.5. Any employee required to work on a day designated by the Governor of the State of Connecticut or the President of the United States as a state or national day of mourning resulting in the closing of schools shall be allowed that day off with a full days' compensation.

ARTICLE XIV **LEAVE PROVISIONS**

14.1 SICK LEAVE

A. Full-time (10) ten month employee shall be entitled to, on an annual basis, sick leave at a rate of 12 days.

Unused sick leave may accumulate from fiscal year to fiscal year, provided the employee remains continuously employed by the Board and further provided that such accumulation of sick leave shall not exceed one hundred and eighty-three (183) days.

Sick Leave must be taken in increments of not less than one-quarter (1/4) of day.

B. In the event that an employee is sick in excess of three (3) consecutive working days, the Superintendent may request the filing of a doctor's certificate stating the employee is capable of resuming his/her regular duties, or if he reasonably believes there is an abuse of sick leave policy, require an examination by a licensed physician selected by the Board at the Board's expense.

C. Sick leave may be used in the following cases:

1. Personal illness or injury;
2. Enforced quarantine of the employee in accordance with community health regulations
3. Illness of a household member.

14.2. **PERSONAL LEAVE**

A. Two (2) personal days in any given contract year, July 1 through June 30, may be granted with full pay. These personal days are non-cumulative from year to year. No reason shall be required to be stated, but the employee must certify in writing that it is for an acceptable reason.

B. Personal leave day(s) shall be requested a minimum of two (2) days in advance of the day requested. In the event of an emergency, less than the two day notice may be given, but the employee shall notify his supervisor as soon as practical upon learning of the emergency.

14.3. **FUNERAL LEAVE**

14.3.a. Funeral leave of up to five (5) days may be granted by the Superintendent for a death in the employee's immediate family. Immediate family shall be defined as spouse, partner of a civil union, spouse's parents, parent, brother, sister or child, or in-law.

Funeral leave of two (2) days may be granted for household members beyond the employee's immediate family.

14.3.b. If notice is given in advance, the employee may use not more than three (3) days of sick leave per fiscal year for going to, attending and returning from funerals of persons other than persons in the employee's immediate family, as defined above or a member of his/her household.

14.4. **JURY DUTY**

Employees called to jury duty shall be granted the difference between jury pay and their regular pay, provided that such employee gives written notice to the Superintendent or his designee within 48 hours after the employee receives (a) a notice from the court indicating that he/she has been selected for service on a jury panel; or (b) notice to appear in court for service on the jury panel; and upon the employee's return from jury duty, he/she furnishes the Superintendent or his/her designee with a copy of any check stub or receipt indicating the dates for which jury duty pay was received.

14.5. **MILITARY LEAVE**

Military leave shall be granted in accordance with Connecticut General Statutes and applicable federal law.

14.6. **FAMILY AND MEDICAL LEAVE ACT**

All employees under this contract are entitled to all rights under the federal and state family and medical leave act.

14.7. CHILD BEARING/REARING LEAVE

All employees under this contract are entitled to leave in accordance with federal and state law.

14.8. INSURANCE COVERAGE WHILE ON LEAVE

While an employee is on approved paid leave, insurance coverage shall be provided in accordance with applicable law.

14.9. SENIORITY WHILE ON LEAVE

Seniority will continue to accrue while an employee is on paid leave. Seniority will continue to accrue while an employee is on unpaid leave, if required by either state or federal law or if for health reasons (subject to documentation, if requested by the Superintendent). If an employee fails to return from either paid or unpaid leave, his/her seniority shall immediately cease.

14.10. LEAVE RESTRICTIONS

A leave shall not be granted or requested for purposes of extending a holiday or vacation or to avoid the use of sick leave.

14.11. REINSTATEMENT

An employee who returns to work upon termination of any leave of absence of six (6) months' duration or less shall be reinstated in his/her previous position or a comparable position with the same pay and benefits. An employee who returns to work upon termination of any leave of absence over six (6) months' duration shall be reinstated in his/her previous position, if available, or in an equivalent position for which he/she is qualified, if such position is available, provided that such reinstatement does not require the Board to violate any other employee's rights under the law.

ARTICLE XV
DISCIPLINE

No employee shall be discharged, reduced in work schedule or pay for disciplinary reasons or suspended without just cause.

15.1. All disciplinary actions shall be for just cause and on the basis of graduated discipline, except where the incident is sufficiently egregious so that departure from graduated discipline is warranted.

Disciplinary action may include:

- a) Oral warning;
- b) Written warning;
- c) Suspension;
- d) Discharge

Any of the aforementioned may be independently invoked by the Board depending upon the seriousness of the incident.

15.2. In the event that an employee is given a written warning, suspended or discharged, a copy of such disciplinary action shall be given to the employee and a copy forwarded to the Union, within 48 hours of the action. In the event that an employee is required to meet with supervisory personnel for disciplinary action, the employee may, at his/her discretion have the Union staff representative present at such meeting. If the employee decides during the meeting to have a Union representative present, the meeting shall cease until a Union representative can be present.

ARTICLE XVI **GRIEVANCE PROCEDURE**

16.1. A grievance shall be defined as a claimed violation, misinterpretation or misapplication of a specific provision of this Agreement. A grievance must be in writing and must set forth the specific section(s) of the Agreement alleged to have been violated, misinterpreted or misapplied. Grievances may be submitted only by employees covered by this contract (whether or not they are members of the Union) or the Union. "Grievant" shall mean an individual unit member or the Union if a grievance affects a class or group of unit members or the Union as a whole.

16.2. Any grievance not taken to a higher step in the grievance procedure in accordance with the time limitations below shall be deemed settled on the basis of the last decision rendered by the Board's representative and shall not be subject to further processing. However, any of those time limits, except for the initial filing period may, in particular circumstances, be reduced or extended by mutual agreement which must be reduced to writing and signed by both parties.

16.3. "Days" shall mean working days.

16.4. Procedure:

Step One: The grievant who feels he/she may have a grievance is encouraged to first discuss the issue with the School Principal or immediate supervisor with the objective of resolving the matter. If unresolved, within fifteen (15) days of the occurrence which gives rise to the grievance, the employee must present the written statement of the grievance to the School Principal or immediate supervisor setting forth the specific section(s) of the Agreement alleged to have been violated, misinterpreted or misapplied and the remedy requested. If the grievance

is not filed in the time limit prescribed above, then the grievance shall be deemed to be waived. Within ten (10) days after the School Principal receives such grievance, he/she or his/her designated representative shall give the employee his/her answer in writing.

Step Two: If the grievant is not satisfied with the disposition of the grievance at Step One, he/she may submit the grievance to the Superintendent of Schools, or his/her designee, in writing, within seven (7) days of the answer at Step One. After receipt of the written grievance, the Superintendent or his/her designee shall meet with the aggrieved member of the unit and the President of the Union or his/her designee for the purpose of resolving the grievance. The Superintendent of Schools or his/her designee shall render a written decision to the employee within ten (10) days of receipt of the grievance.

Step Three: If the grievant is not satisfied with the disposition of the grievance at Step Two, he/she may submit the grievance to the Board of Education through the Superintendent, in writing, within ten (10) days of the answer at Step Two. After receipt of the written grievance by the Board of Education, the Board or a subgroup of the Board, consisting of at least three (3) members shall meet with the aggrieved member of the unit and the President of the Union or his/her designee for the purpose of resolving the grievance. The Board of Education or a subgroup consisting of at least three (3) board members shall render a written decision to the employee within thirty (30) days of receipt of the grievance.

Arbitration: In the event the parties are unable to settle the grievance as outlined above, the written grievance may be submitted by the Union to arbitration. Any request for arbitration of a grievance must be made in writing by the Union and must be filed with The American Arbitration Association, or a mutually agreed arbitrator, and the Board not more than ten (10) days from the date of the written response to the grievance by the Board. The arbitrator shall hear and decide only one (1) grievance in each case. However, the arbitrator may, by mutual consent of the parties hear more than one (1) grievance at a time. The award shall be final and binding as provided by law, but he shall have no power to add to, subtract from or modify in any way the provisions of this Agreement.

ARTICLE XVII **PAYMENT PROCEDURES**

17.1. All employees shall be paid on a biweekly basis and shall be paid on the same day of every other week with the exception of when payday falls on a Holiday in which case employees will be paid on the workday preceding the Holiday.

17.2. Travel reimbursement: Employees covered under this agreement will be reimbursed for reasonable mileage and travel expenses incurred by travel outside the School District in performance of their duties as long as prior approval for such expenses are approved by their supervisor.

ARTICLE XVIII
UNION RIGHTS

18.1. The Board agrees to provide space on a bulletin board in each school that the Union may utilize for the purpose of posting appropriate notices of Union business.

18.2. Union representatives shall be permitted to enter any of the schools with the approval of the building Principal for the purpose of discussing, processing or investigation of grievances or fulfilling the Union's role as bargaining agent. Such approval shall not be unreasonably withheld.

18.3. At all times, the operation of the school in a smooth manner shall take precedence over Section 2. If the Principal or Supervisor requires the services of the employee, school business shall come first.

18.4. The Board shall provide each employee with a copy of the contract within thirty (30) days after the signing of this Agreement. New employees shall be provided with a copy of the Agreement upon hire.

18.5. The Union may call meetings in an approved school location that is under the jurisdiction of the Board before or after regular hours, providing such meetings do not conflict with other scheduled activities or programs.

ARTICLE XIX
SAVINGS CLAUSE

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or The Connecticut State Board of Labor Relations, such decisions shall apply only to the specific article, section or portion thereof directly related to the decision. Upon issuance of such a decision, the parties agree, where applicable, to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE XX
SICK LEAVE BANK

A. Purpose - To provide members with additional leave when such members have exhausted sick leave, vacation and personal time due to their personal catastrophic illness or injury or combination thereof, and have provided competent medical certification of said catastrophic illness or injury or combination thereof.

B. Process for activating the sick leave bank - At the beginning of the first fiscal year and in each September thereafter, Union members will be asked if they would like to donate days to the sick leave bank. Donations will be accepted on a first-come, first-served basis until the total number of days in the bank reaches a maximum of one hundred eighty (180) days. (If the bank already has 180 days on September 1 of a given year, no annual solicitation shall be made at that time.) Those who donate days shall have the days deducted from their total accumulated sick leave. Once donated, the days shall no longer be available to the individual who donated them (unless they end up needing to use the sick leave bank themselves). Donations shall be voluntary. Union members may not donate if such donation reduces his/her available sick days to fewer than 15 days. A member fitting the criteria set forth above may request that the Superintendent/Union activate the sick leave bank.

C. The bank shall be administered by the Superintendent or his/her designee and a Union representative.

D. Upon receipt of a request from a member to activate the sick leave bank, the Superintendent and the designated Union representative shall use the following criteria to determine the eligibility of a member to receive donations and to determine the number of days to be donated:

1) A member must have a catastrophic illness or injury or combination thereof and must provide timely and competent medical certification of the catastrophic illness or injury or combination thereof.

2) A member must have exhausted all accumulated sick leave, vacation and personal days.

3) A member shall not be entitled to any other paid leave, remuneration from disability payments, workers' compensation, and/or other such benefits.

E. If the Superintendent and the Union representative have agreed to activate the sick leave bank, donations will be accepted by the Board on a first come, first serve basis until the number of days donated to the eligible member totals sixty (60) days. Members who donate paid days to the eligible member shall have the days deducted from their total accumulated sick leave. Once donated, the days shall no longer be available to the member who donated them. Donations shall be voluntary. Once donated, the donated days do not revert to the donating member. Members may not donate if such donation reduces his/her available sick days to fewer than 15 days.

F. Once donations have been accepted in compliance with Section C above, the Superintendent and the Union representative may issue a grant of days from the Sick Leave Bank of no more than sixty (60) days to any individual member. In the event of disagreement between the Superintendent and the Union representative

regarding eligibility or the number of days to be granted, there shall be no grant of sick leave days from the bank.

G. The aggregate number of days that may be donated in any school year shall be a maximum of one hundred eighty (180) days.

H. The decisions of the Superintendent and the Union representative shall be final and binding and not be subject to the grievance procedure or arbitration.

I. The Superintendent shall notify the Board if the sick leave bank has been activated, including information regarding the number of days that has been allocated from the bank.

ARTICLE XXI

PROFESSIONAL MEETINGS, CONVENTIONS AND PROFESSIONAL DUTIES

21.1 Time for participation in professional and educational institutes, workshops, meetings and in any programs having CEUs applied, which will improve the individual's on the job performance and professional growth, may be granted by the Superintendent. Requests for such time should be made a minimum of two (2) weeks prior to the meeting, whenever possible. A response to this request should be made within five (5) working days of said request.

21.2 The Board shall make every effort to cover the costs of the institutes, workshops, and meetings referred to in Section 20.1 above. The cost may be individual or collective.

21.3 The Board shall make every effort to cover the costs for all school nurses to attend the Association of School Nurses of Connecticut's dinner meetings (at which CEUs are awarded) three (3) times per year.

21.4 The Board shall pay yearly combined membership in the National Association of School Nurses and the Association of School Nurses of Connecticut for each nurse.

ARTICLE XXII

WORKERS' COMPENSATION

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 employment, she shall be paid her full salary (less the amount of any worker's compensation award made for temporary disability due to said injury) for the period of such absence, not to exceed one (1) year, and no part of such absence shall be charged to her annual or accumulated sick leave. For injuries that exceed the one (1) year limitation

period, coverage will be provided to the extent as determined by the Workers' Compensation Law.

ARTICLE XXIII
STIPENDS

- 23.1 Nurses having a school population of over five hundred (500) students shall receive an annual stipend of five hundred dollars (\$500).
- 23.2 There shall be ten (10) days in a pool to be used to complete necessary work for each nurse's assigned school. The days shall be paid at the rate of one hundred seventy five dollars (\$175) per day. All nurses will have access to these days the number of which shall be determined based upon need in collaboration with the nurse supervisor.

ARTICLE XXIV
NURSE SUPERVISOR

The union recognizes and grandfathers the nurse supervisor, Linda Kauffman, in her current position which includes the responsibilities of a nurse supervisor and a school nurse and agrees to grandfather this position as it exists outside the bargaining unit. The Board agrees that when this position is no longer filled by the current supervisor, Linda Kauffman, it will meet with the union to discuss the status of the school nurse portion of this position prior to filling the position.

ARTICLE XXV
DURATION

The Board and the Union agree that this Agreement shall be in full force and effect from July 1, 2018 through June 30, 2021. Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor agreement, however, neither party shall be obligated to take part in any such collective bargaining session prior to one hundred and twenty (120) days before expiration hereof

By _____
Regional School District No.17
Board of Education

Date

By _____

Date _____

By _____
Jose Perez
Secretary/Treasurer CHCA,
NUHHCE, AFSCME, AFL-CIO

Date

By _____
Henry Nicholas, President NUHHCE

Date _____

By _____

By _____

By _____

APPENDIX A
WAGES

2018-2019	Equity Adjustment	\$2.75/hr
2019-2020	General Wage Increase	2.5% (percent)
2020-2021	General Wage Increase	2.5% (percent)

Minimum Starting Salary for New Hire RN= \$ 26.75 salary to be determined by superintendent based on experience and qualifications not to exceed salary of any nurse in District with equivalent experience or qualifications

BS= RN + \$.30/hr differential

MS= BS + \$.30/hr differential