

STONINGTON BOARD OF EDUCATION

AND

**LOCAL 1303-397 OF COUNCIL 4
AFSCME, AFL-CIO**

NURSES

July 1, 2016 to June 30, 2020

TABLE OF CONTENTS

	<u>Page(s)</u>
	1
ARTICLE I	1
ARTICLE II	1
ARTICLE III	1-2
ARTICLE IV	2
ARTICLE V	3
ARTICLE VI	3
ARTICLE VII	4
ARTICLE VIII	4
ARTICLE IX	5
ARTICLE X	5
ARTICLE XI	6
ARTICLE XII	6-7
ARTICLE XIII	7-8
ARTICLE XIV	8
ARTICLE XV	8
ARTICLE XVI	8
ARTICLE XVII	9
ARTICLE XVIII	9
ARTICLE XIX	9-10
ARTICLE XX	10
ARTICLE XXI	11
ARTICLE XXII	11-12
ARTICLE XXIII	12
ARTICLE XXIV	12-13
ARTICLE XXV	14-15
ARTICLE XXVI	15
ARTICLE XXVII	15
ARTICLE XXVIII	16
	16
APPENDIX A	17
APPENDIX B	18-20
APPENDIX C	21-22

PREAMBLE

This Agreement is made and entered into by and between the Stonington Board of Education and/or its successor, hereinafter referred to as the "Board" or "Employer," and Local 1303-397 of Council 4, AFSCME, AFL-CIO, and/or its successor, hereinafter referred to as the "Union." The word "employee" as used herein refers to bargaining unit members. The Term "Superintendent of Schools" refers to the Superintendent or his/her designee.

ARTICLE I **RECOGNITION**

Section 1.0

The Board hereby recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, hours of work and other conditions of employment for all registered nurses employed by the Board working twenty (20) hours or more per week, but excluding supervisory employees as defined under the Municipal Employee Relations Act.

Section 1.1

"Full-time" employee is defined for the purposes of this agreement as any employee who is regularly scheduled to work thirty (30) or more hours per week.

ARTICLE II **NO DISCRIMINATION**

Section 2.0

The Union and the Board agree that there shall be no unlawful discrimination against any employee because of race, creed, color, national origin, sex or religious beliefs. The Union and the Board further agree that there will be no unlawful discrimination against any employee on the basis of age, marital status, or membership or non-membership in the Union. This provision shall not be subject to the grievance and arbitration section of this Agreement.

Any reference herein to a particular gender shall apply equally to all persons regardless of gender.

ARTICLE III **UNION SECURITY**

Section 3.0

All employees in the bargaining unit shall, as a condition of employment, on or before the thirty-first (31st) day following the beginning of such employment, become and remain members of the Union or pay a service charge each month equal to the cost of administering and negotiating this Agreement and servicing the grievance provisions.

Section 3.1

Upon receipt of a signed authorization form, the Employer shall deduct from the employee's earned wages each payroll period such dues or service charges as the Union shall determine.

Section 3.2

The amount to be deducted will be specified in writing by the responsible Union official and may be increased or decreased at any time with a thirty (30) days written notice by said Union official to the Employer.

Section 3.3

Deductions as provided above shall be remitted to the Council 4 office of the Union not later than thirty (30) days after such deductions have been made, along with an initial list of the employees from whom the deductions have been made. Thereafter, the Union will be informed in writing on a monthly basis of additions or deletions to such list.

Section 3.4

The Union agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall or may arise out of or by reason of action taken by the Board for the purpose of complying with the provisions of this Article.

ARTICLE IV **MANAGEMENT RIGHTS**

Section 4.0

Pursuant to the Municipal Employee Relations Act, as amended and unless expressly and specifically limited, modified, abridged, or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers, and authority heretofore held by the Board of Education over the complete operations, practices, procedures, and regulations with respect to its employees shall remain solely and exclusively in the Board, except as otherwise prohibited by law, including, but not limited to, the following: to direct and control its employees; to determine the standards of services to be offered by its employees; to determine the standards of selection for its employees; to take disciplinary action; to assign, transfer or promote its employees; to determine the amount of overtime to be worked; to relieve its employees from duty because of lack of work; to issue rules, policies, and regulations and from time-to-time change them and enforce them; to maintain the efficiency of operations; to determine the methods; means and personnel by which the Board's operations are to be conducted; to determine employees' places of work; to establish jobs and transfer employees between buildings; to exercise complete control and discretion over the Board's organization, facilities and technology of performing its work; and to fulfill all of its legal responsibilities.

ARTICLE V
SENIORITY

Section 5.0

Each bargaining unit member who has successfully completed his/her probationary period shall be credited with seniority measured by his/her length of service as an employee of the Board in a bargaining unit position covered by this Agreement from his/her last date of hire.

Section 5.1

An employee's seniority shall cease for the following reasons:

1. Voluntary resignation;
2. Retirement;
3. Discharge for just cause;
4. Layoff for lack of work for a period of time equal to the employee's total length of service in the bargaining unit or one (1) year, whichever is fewer; and
5. Failure to return to work on the specified date following recall from layoff or at the conclusion of an approved leave of absence without authorization from the Superintendent.

ARTICLE VI
PROBATIONARY PERIOD

Section 6.0

Newly hired employees shall serve a probationary period of one hundred eighty (180) working days, starting with the first day they actually work after being appointed, in writing, to a position within the bargaining unit. During the probationary period, an employee shall have no seniority rights and may be terminated in the Employer's discretion, and such termination shall not be the subject of a grievance claim or any other protest under this Agreement by the employee or by the Union.

Section 6.1

An employee who has successfully completed the probationary period of employment shall thereafter become a regular employee and shall be credited with time worked during the probationary period for purposes of determining seniority.

ARTICLE VII
REDUCTION IN STAFF - RECALL

Section 7.0

In the event of reduction in staff, the Board will determine the position(s) to be eliminated. The Board shall give the Union and the employee identified for layoff sixty (60) days notice of the pending layoff. Full-time employees identified for layoff will be permitted to bump less senior full-time and less senior part-time employees, if qualified. Part-time employees identified for layoff will be permitted to bump less senior part-time employees, if qualified, but may not bump full-time employees.

Section 7.1

Laid-off employees shall be rehired in reverse order of layoff, and no new employee shall be hired until all employees laid off have been given an opportunity to return to work. Employees on layoff shall retain recall rights for a period of one (1) year from the date of layoff.

ARTICLE VIII
VACANCIES

Section 8.0

Prior to being publicly advertised, notice of bargaining unit vacancies that the Board intends to fill or new bargaining unit positions shall be posted in all schools for ten (10) working days. The posting shall include the title and location of the position. For new positions, the posting shall also include the rate of pay and reference to the job description. The job description shall be provided to the Union. Any employee interested in the position may apply in writing to the Superintendent of Schools prior to the end of the posting period. Existing bargaining unit members who apply shall be considered and interviewed by the Board prior to considering other applicant(s).

Section 8.1

In filling such job openings, the Superintendent shall retain the exclusive right to select the candidate. However, the Board shall give preference to applicants who are currently employed within the bargaining unit with preference for seniority, provided the applicant is qualified in the judgment of the Board or its designee. If two (2) or more bargaining unit members apply for the job opening, the Board shall give preference to the applicant with the greatest seniority if such applicant is the best qualified in the judgment of the Board or its designee. For purposes of filling job openings, an employee shall acquire seniority commencing upon the date of hire as a permanent employee within the bargaining unit.

ARTICLE IX
ASSIGNMENT AND TRANSFER

Section 9.0

To the extent possible, transfers shall not be implemented or announced without a prior personal conference between the Superintendent (or his/her designee) and the employee involved (and the Union, if desired by the impacted employee). Input from the Nurse Coordinator, if available, shall be obtained prior to the transfer.

Section 9.1

Any bargaining unit member who is assigned to cover the duties of the Nurse Coordinator shall be paid Coordinator pay to cover the position for any length of time over ten (10) consecutive working days.

ARTICLE X
HOURS OF WORK

Section 10.0

The normal work schedule for full-time nurses shall thirty-seven and one-half (37.5) hours per week, inclusive of a paid on-call lunch period, scheduled between Monday and Friday of each week.

Section 10.1

The normal work year schedule for full-time nurses shall be up to two (2) days beyond the student school year and nurse coordinator shall be up to five (5) days beyond the school year.

There shall be two (2) paid professional work days, to be used at the same time as the Teachers' Professional Days.

Section 10.2 - Emergency Closings

In the event that any school within the school system is closed by the Superintendent of Schools or his/her officially designated representative, for any reason, and that day is not rescheduled, employees shall be paid for their regularly scheduled workday.

Section 10.3 – School Delays

For unscheduled early dismissal or late openings, bargaining unit employees shall suffer no loss of pay. This section shall apply only to employees who are at work at the time of the early dismissal or arrive at the scheduled late opening time.

ARTICLE XI
OVERTIME

Section 11.0

- (a) Employees shall be paid straight time at the applicable rate for all hours worked up to forty (40) hours in any one week.
- (b) Time and one-half of the employee's regular straight time hourly rate of pay shall be paid for all hours in excess of forty (40) hours work in any one (1) week.
- (c) For purposes of computing overtime, all paid sick leave shall not be considered as time worked.

ARTICLE XII
SICK LEAVE

Section 12.0

In a full-time employee's first year of employment with the Board in a bargaining unit position, the employee will be credited with one (1) sick day per month of full service through June 30th of the then current contract year. Such sick days may be used upon being credited to the employee in accordance with the language set forth herein.

In the event that the employee has not completed a full year of service by July 1st, the employee will be credited with one (1) sick day per month of full service through June 30th of the then current contract year. Such sick days may be used upon being credited to the employee in accordance with the language set forth herein.

Effective July 1st annually, a full-time employee who has completed a full year of service by June 30th of the previous contract year, shall be credited with twelve (12) sick days with full pay. Unused sick leave shall be cumulative, so long as the employee remains continuously in the service of the Board of Education. Such authorized accumulation of sick leave shall not exceed one hundred thirty-two (132) working days.

In a part-time employee's first year of employment with the Board in a bargaining unit position, the employee will be credited with one-half (½) a sick day per month of full service through June 30th of the then current contract year (to a maximum of five (5) days). Such sick days may be used upon being credited to the employee in accordance with the language set forth herein.

In the event that a part-time employee has not completed a full year of service by July 1st, the part-time employee will be credited with one-half (½) a sick day per month of full service through June 30th of the then current contract year (to a maximum of five (5) days). Such sick days may be used upon being credited to the employee in accordance with the language set forth herein.

Effective July 1st annually, a part-time employee who has completed a full year of service by June 30th of the previous contract year, shall be credited with five (5) sick days with full pay.

Unused sick leave shall be cumulative, so long as the employee remains continuously in the service of the Board of Education. Such authorized accumulation of sick leave shall not exceed twenty (20) calendar days.

Sick leave may be taken in one (1) hour increments.

Section 12.1

- (a) Employees on sick leave will notify their Supervisor and advise the reason for their absence as soon as possible, but no later than one (1) hour before the regularly scheduled start of their shift. The employee shall be responsible to give only a general notice of the need for sick leave.
- (b) A note from the employee's treating physician substantiating illness and the ability to return to work may be required by the Business Manager (or his/her designee) in the event an absence exceeds three (3) working days, or at any time if the Business Manager (or his/her designee) determines it to be in the best interest of the employee or the school district.

Section 12.2

Upon approval of the Superintendent (or his/her designee), up to five (5) days of an employee's credited sick days per contract year may be used as family illness days when an employee is precluded from reporting to work as a result of a verifiable illness of a family member, which absence, at the Business Manager's (or his/her designee's) discretion, may be required to be documented by a note from the family member's treating physician.

For purposes of Article XII, Section 12.2, "family member" shall be defined as the employee's spouse or child.

Sick Leave may be taken in one (1) hour increments for medical or dental appointments that are scheduled during an employee's work hours.

ARTICLE XIII BEREAVEMENT LEAVE

Section 13.0

Each full-time and part-time bargaining unit member shall be eligible for bereavement leave of up to three (3) days with full pay for absence due to the death of a member of the employee's immediate family, provided such days are consecutive calendar days that the employee is scheduled to work.

In the event that the employee is not scheduled to work, the employee shall receive full pay for the calendar day(s) she/he is scheduled to work during such three (3) day period.

Up to an additional two (2) days may be granted at the discretion of the Superintendent or his/her designee upon written request to the Superintendent for extenuating circumstances.

Immediate family shall be defined as spouse, children, mother, father, mother-in-law, stepmother, father-in-law, stepfather, daughter-in-law, son-in-law, grandparents, sister, brother, sister-in-law, brother-in-law, stepchildren, grandparents-in-law or grandchildren.

Each full time and part-time bargaining unit member shall be eligible for one (1) day with full pay for absence due to the death of a member of the employee's family as defined as: aunt, uncle, first cousin, niece or nephew, for attendance at the funeral of the family member provided the employee is scheduled to work on such day.

ARTICLE XIV **LEAVES OF ABSENCE**

Section 14.0

Leaves of absence without pay for up to six (6) months may be granted by the Superintendent or his/her designee, in cases of exceptional need for those employees who have acquired seniority, minimum of one (1) year employment. Leaves may be granted for such reasons as military, study or personal business, but not for the purpose of obtaining gainful employment elsewhere. Seniority shall not be broken when on authorized leave of absence. Leaves of absence shall be granted based upon the operational needs of the Board. Leaves of absence shall also conform to the regulations listed in the Family and Medical Leave Act of 1993. Unless required by applicable law, a denial of a leave of absence shall not be subject to the grievance procedure set forth under Article XXIV.

ARTICLE XV **PERSONAL LEAVE**

Section 15.0

Each bargaining unit member shall be eligible for two (2) personal days each contract year with full pay. Written request for approval of personal days use must be submitted to the Superintendent or his/her designee at least, forty-eight (48) hours in advance of a personal day. Approval of such requests is at the discretion of the Superintendent or his/her designee.

ARTICLE XVI **JURY DUTY**

Section 16.0

Employees on jury duty shall be paid their regular salary less the amount they receive as jury pay. Employees shall cooperate with the Superintendent of Schools in obtaining an excuse from jury duty if requested. The continuance of such pay is contingent upon submission of evidence of required court presence.

ARTICLE XVII
HOLIDAYS

Section 17.0

Full-time employees shall be entitled to the following twelve (12) holidays with pay:

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

Part-time bargaining unit members shall be entitled to the following two (2) holidays with pay:

Thanksgiving Day	Christmas Day
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Section 17.1

Saturday holidays shall be observed on Friday. Sunday holidays shall be observed on Mondays.

ARTICLE XVIII
WAGES

Section 18.0

As set forth herein, all employees shall be paid in twenty two (22) installments. Pay installments one (1) through twenty-one (21) shall be approximately equal installments. Pay installment twenty-two (22) shall be a balloon payment equal to five (5) approximately equal installments.

Wage rates are as listed in Appendix A of this Agreement.

Effective within thirty (30) days of the parties' agreement (via negotiations, mediation or arbitration) on the collective bargaining agreement commencing on July 1, 2016, all bargaining unit employees shall be paid via direct deposit. Accordingly, all remuneration owed to employees shall be paid via direct deposit. Bargaining unit employees shall complete necessary documentation in order for the Board to implement direct deposit.

ARTICLE XIX
LONGEVITY

Section 19.0

Each full-time nurse shall be entitled to longevity pay based on the following schedule:

Hired prior to July 1, 1996

Hired after July 1, 1996*

5 completed years of employment	3% of annual salary	\$500.00
10 completed years of employment	6% of annual salary	\$700.00
15 completed years of employment	8% of annual salary	\$1,000.00
20 completed years of employment	10% of annual salary	\$1,200.00

The completed years of employment set forth herein shall be as of July 1st annually. All longevity payments shall be made annually within two (2) weeks of July 1st.

ARTICLE XX
INSURANCE

Section 20.0

- A. All full-time nurses who work thirty (30) hours or more each week shall receive benefits as described below:
- B. The Board shall provide healthcare coverage through Anthem Blue Cross Blue Shield as shown in Appendix B
- C. The Board shall provide Dental coverage including Dental Riders A and B through Blue Cross.
- D. **Life Insurance:** The Board will pay one hundred percent (100%) of the cost of a life insurance policy in the amount of sixty thousand dollars (\$60,000.00) for each eligible employee; employees may buy up to a policy in the amount of one hundred thousand dollars (\$100,000.00) if it is allowed by the plan.
- E. The Board reserves the right to change carriers for the insurance listed above provided that the level and administration of benefits is comparable.
- F. An employee who is already covered by alternative health insurance may elect not to participate in the insurance coverage offered by the Board upon written advanced written request no later than April 1st of each contract year. Employees who elect not to participate shall receive a payment in the amount of forty (40%) of the applicable premium for single level coverage in effect at the beginning of the contract year for which the election is made to a maximum of three thousand dollars (\$3,000.00).

An employee may re-enroll in the plan offered by the Board for the plan year beginning on July 1st during the open enrollment period (usually June 1st) subject to Connecticut law and the carrier's limitations, which may include waiting periods and proof of insurability. A written consent form will be provided by the Board, which will require proof of alternative health insurance coverage

ARTICLE XXI
PENSION PLAN

Section 21.0

Full-time Nurses shall, during the term of this Agreement, be covered by the Town of Stonington Retirement Plan in accordance with its eligibility requirements and its terms.

Full-time Nurses shall, upon retirement after twenty-five (25) years of continuous employment with the Board, continue to receive the medical, dental and drug insurance coverage currently in effect, paid by the Board of Education until the month that retiree becomes age sixty-five (65) or becomes eligible for Medicare. Full time nurses hired after July 1, 2003 will pay the same premium cost sharing on health insurance as active employees.

Full-time Nurses may retire with these benefits at any time during their anniversary month or thereafter, and may cover their dependents under such insurance until the retiree reaches age sixty-five (65) by paying the full premium themselves.

Employees hired on or after July 1, 2014 will only be eligible to participate in the Town of Stonington's 401(a) Retirement Plan.

ARTICLE XXII
SEPARATION ALLOWANCE

Section 22.0

Upon retirement or death, each full-time nurse (or his/her estate) who was hired by the Board prior to July 1, 1996, shall be paid for any unused sick leave, up to a maximum of one hundred thirty-two (132) days, based upon the following schedule:

1. For ten (10) years of employment, an eligible employee or estate shall be paid twenty five percent (25%) of his/her unused sick leave up to the maximum allowable.
2. For fifteen (15) years of employment, an eligible employee or estate shall be paid thirty-three and one third percent (33 1/3%) of his/her unused sick leave up to the maximum allowable.
3. For twenty (20) years of employment, an eligible employee or estate shall be paid fifty percent (50%) of his/her unused sick leave up to the maximum allowable.
4. For twenty-five (25) years of employment, an eligible employee or estate shall be paid sixty percent (60%) of his/her unused sick leave up to the maximum allowable.

In each case, the compensation shall be based upon the individual's accumulated sick days as of the last workday in the individual's final year of employment.

Payment for each unused sick day shall be on the basis of the employee's daily rate based on his/her last salary increase prior to the date of termination. Payment for each unused sick day shall be on the basis of the employee's daily rate based on his/her last salary increase prior to the date of termination, provided, sick days credited on July 1st of the employee's last year of employment shall be prorated for purposes of such payout for the period from July 1st through the employee's last workday.

ARTICLE XXIII **DISCIPLINARY PROCEDURE**

Section 23.0

No employee shall be disciplined without just cause. Notice of suspension or discharge must be in writing, with the reason stated, and a copy given to the employee and the Union at the time of the discipline. The Union shall also receive a copy of any written warning.

Disciplinary actions shall normally follow this order:

- | | |
|--------------------|---------------|
| a. verbal warning | c. suspension |
| b. written warning | d. discharge |

The Board may take disciplinary action without the need for progressive discipline when an offense is of such a nature that warrants it.

The discharge of a probationary employee shall not be subject to the grievance procedure set forth under Article XXIV.

ARTICLE XXIV **GRIEVANCE PROCEDURE**

Section 24.0 - Definition

A grievance is hereby defined as the misapplication or misinterpretation of a specific section of the contract to a specific employee or group of employees. Except for step I, all grievances shall be in writing on a form established by the Superintendent of Schools. All grievances shall set out the specific section of the contract alleged to be misapplied or misinterpreted, the alleged harm or damage to the employee and the proposed resolution to the grievance.

Step I - If a bargaining unit member feels that he/she has a grievance, the matter shall first be discussed with the Director of Special Services within ten (10) working days of the act or omission, in an effort to informally resolve the grievance.

Step II - If the grievance is not settled in Step I, the aggrieved may submit a written grievance to the Superintendent of Schools within ten (10) working days of the informal discussion with the Director of Special Services. Within ten (10) working days of the receipt of such request, a conference with the aggrieved and/or his/her representative, the Director of Special Services and the Superintendent of Schools shall take place.

If the matter is not resolved at this conference, the Superintendent shall within five (5) days given an answer in writing to the Union with copies to the aggrieved employee(s).

Step III - If the decision of the Superintendent at Step II is not accepted by the aggrieved, the aggrieved shall, within ten (10) working days, make a written request for a meeting with the Board of Education to the Board of Education. Said meeting shall take place at the next regularly scheduled meeting of the Board after the receipt of the request.

The decision shall be made by the Board of Education within ten (10) working days after the meeting and conveyed in writing to the aggrieved employee(s) and the Union.

Either party shall have the right to request mediation of grievance before the Connecticut State Board of Mediation and Arbitration within ten (10) working days of the decision or lack thereof by the Board of Education in Step III. Such request shall be in writing and a copy submitted to the other party simultaneously with the request to the State.

Step IV - If no settlement is affected within ten (10) working days of the answer at Step III, or unsuccessful mediation, the Union may process the grievance to arbitration by submitting it to the Connecticut State Board of Mediation and Arbitration with a written copy to the other party. The Connecticut State Board of Mediation and Arbitration shall hear the grievance under its rules and regulations and its decision shall be final and binding upon the Board, the employee(s) and the Union. All costs of filing for arbitration and the arbitration services shall be shared equally by the parties.

Time - When the Employer fails to render a decision within the time limits specified in the grievance procedure, the Union may proceed to the next step of the grievance procedure. If the Union fails to process the grievance to the next step within the time limits specified, the grievance shall be deemed waived. Time limits specified may be extended by mutual agreement in writing.

Section 24.1

The arbitrator shall not have the power to alter, amend, add to or subtract from the provisions of this Agreement and it is understood that the arbitrator shall give the parties the specific benefits negotiated and no others.

Section 24.2

One bargaining unit member and the grievant shall be afforded the necessary time off without loss of pay for the grievance procedures.

ARTICLE XXV
MISCELLANEOUS

Section 25.0

Employees who use their personal automobiles on business assignments, following prior authorization by administration, will be compensated at the IRS rate. In addition to a mileage allowance, compensation will be made for related charges such as parking lot fees and toll charges upon presentation of receipts.

Section 25.1

- (a) The employer shall provide each employee with one (1) copy of this contract within thirty (30) days after the signing date.
- (b) New employees will be provided with one (1) copy of this contract at their time of hire.
- (c) The Employer shall provided five (5) original signed contracts for Council 4 at the time of signing.

Section 25.2

Upon written request, and with the prior approval of the Superintendent of Schools, the Union may call meetings at reasonable times and no more than one (1) per month in a school building before or after regular working hours, provided such meetings do not conflict with other scheduled activities or programs and are at no cost to the Board.

Section 25.3

Each employee shall be evaluated annually by the Building Principal, except the Nurse Supervisor who shall be evaluated by the Superintendent of Schools or his/her designee.

Section 25.4

Any nurse who participates in a student field trip shall be paid by the Board pursuant to the Board's Field Trip Policy of 2008.

Section 25.5

The Board will reimburse any bargaining unit member for any work related course or professional development up to five hundred dollars (\$500.00) per member, or a total not to exceed two thousand dollars (\$2,000.00) in a contract year for the entire bargaining group. Any course work or professional development requires the prior written approval of the Superintendent or his/her designee. A minimum grade of B or CEU credit is required for reimbursement.

In addition to the above, the Board shall implement a Professional Growth program to encourage continued and active participation in professional growth. It is designed to improve service to the School District and the professional development of the employees. It is also designed to provide continuous education and is intended to recognize an employee's voluntary effort to increase his/her general or specific value to the district as defined in APPENDIX C.

Section 25.6

If the State of Connecticut requires that School Nurses be certified, the Board of Education and the Union will draft a Memorandum of Agreement addressing this issue.

Section 25.7

In the event of any illness or injury that results in a disability that has prevented the employee from performing the essential functions of the position (with or without a reasonable accommodation) for a period of twelve (12) months or longer from the date of injury or illness, the Board shall have the right to retire or discharge the employee.

ARTICLE XXVI NO STRIKE

Section 26.0

During the life of this Agreement, there shall be no strike, slowdown, suspension or stoppage of work in any part of the Board's operation by the employees of this bargaining unit, nor shall there be any lockout by the Board in any part of the Board's operation affecting employees within this bargaining unit.

Section 26.1

Both parties to this Agreement shall mutually endeavor to cooperate in the enforcement of safety rules and regulations.

ARTICLE XXVII SAVINGS CLAUSE

Section 27.0

In the event that any article, section or portion of this Agreement is declared invalid by agreement, statute or a legal process, then such specified article, section or portion specified to be invalid shall be deleted. However, the remainder of this Agreement shall remain effective and negotiations concerning the portion ruled invalid shall begin promptly between the parties.

ARTICLE XXVIII
DURATION

Section 28.0

Except as treated differently herein, this Agreement shall be effective, July 1, 2016 and shall remain in effect until, June 30, 2020 and from year to year thereafter unless either party notifies the other no less than one hundred twenty (120) days from the expiration date above that it wishes to modify or change this Agreement in any manner.


In the event that as of January 1, 2020, the total cost of a group health plan or plans offered under this Agreement meets the thresholds that would trigger an excise tax under the Internal Revenue Code Section 4980I, the parties agree to reopen this Agreement for the sole purpose of negotiating over health insurance.

This Agreement constitutes the full agreement of both parties and prior agreements or side letters must specifically be attached to this agreement and made a part of it to be in force.

Section 28.1

This Agreement shall remain in full force and effect during such negotiations in accordance with the provisions of the Municipal Employee Relations Act.

**STONINGTON BOARD
OF EDUCATION**

By 
Chairman, Board of Education

Date 7/14/16

**LOCAL 1303-397 OF COUNCIL 4
AFSCME, AFL-CIO**

By 
Gloria Murray-DeBiasi, President

By 
Brett Owen, AFSCME, Council 4

Date 7/13/16

APPENDIX A

<u>Contract Year</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>
	2.5%	2.0%	2.0%	2.5%
<u>Nurse Coordinator</u>				
Step 1	\$38.75	\$39.52	\$40.31	\$41.32
Step 2	\$38.91	\$39.69	\$40.48	\$41.49
Step 3	\$39.03	\$39.81	\$40.61	\$41.63
<u>Nurse RN</u>				
Step 1	\$33.78	\$34.46	\$35.15	\$36.03
Step 2	\$33.95	\$34.63	\$35.32	\$36.20
Step 3	\$34.07	\$34.75	\$35.45	\$36.34

Bargaining unit employees not at the top step of their classification shall move up one (1) step on July 1, 2016, July 1, 2017, July 1, 2018 and July 1, 2019.

Any Nurse RN who possesses a RN BS will receive one dollar (\$1.00) more per hour than a Nurse RN.

APPENDIX B

Effective July 1, 2016 the Board will provide a High Deductible Health Plan (HDHP) to full-time employees that elect to participate. The program shall be offered on a contract year basis (July 1st to June 30th) with open enrollment to be available in June.

The HDHP shall have a \$2,000.00 single and \$4,000.00 two-person/family deductible for in network services.

Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions subject to a managed three tier drug rider with co-pays of \$10.00 Generic/\$25.00 Brand Name/\$40.00 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

- Bariatric bypass surgery (covered);
- Infertility benefits are subject to the state mandate limits;
- High-cost diagnostics: 0% after deductible (in-network). Prior authorization required.

Out of pocket maximum: in network \$4,000.00 for the individual and \$6,850.00 for the family.

Out of network medical services will be subject to an 80% plan/20% member coinsurance.

Out of pocket maximum: out of network \$4,000.00 for the individual and \$8,000.00 for the family.

Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses.

- For the July 1, 2016 through June 30, 2017 contract year, the Board will contribute fifty percent (50%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").

For the July 1, 2016 through June 30, 2017 contract year, the Board's contribution toward the deductible will be deposited into the HSA accounts on or about July 1, 2016.

- For the July 1, 2017 through June 30, 2018 contract year, the Board will contribute fifty percent (50%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").

For the July 1, 2017 through June 30, 2018 contract year, the Board's contribution toward the deductible will be deposited into the HSA accounts on or about July 1, 2017.

- For the July 1, 2018 through June 30, 2019 contract year, the Board will contribute fifty percent (50%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").

For the July 1, 2018 through June 30, 2019 contract year, the Board's contribution toward the deductible will be deposited into the HSA accounts on or about July 1, 2018.

- For the July 1, 2019 through June 30, 2020 contract year, the Board will contribute fifty percent (50%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").

For the July 1, 2019 through June 30, 2020 contract year, the Board's contribution toward the deductible will be deposited into the HSA accounts on or about July 1, 2019.

The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction or contributed directly by the employee in his/her HSA bank account.

A HSA is not health insurance, it is a bank account. The parties acknowledge that the Board's contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees.

The HDHP described above shall be the core insurance plan. For any eligible employee wishing to enroll in a PPO plan, the Board will contribute toward the cost of that plan, an amount equal to the following: the dollar amount contributed by the Board toward the premium of the HDHP for the employee's coverage level (single, two-person or family coverage). Any employee 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.

PPO Plan Design

Office co-pay	\$30.00
Specialist co-pay	\$45.00
High Cost Diagnostic	\$50.00
ER co-pay	\$150.00
UC co-pay	\$75.00
Outpatient co-pay	\$500.00
Inpatient co-pay	\$500.00 (up to \$2,000.00 per stay)
Unlimited lifetime maximum	

Prescriptions

\$10/\$20/\$35 mail order 2x
\$500.00 calendar year maximum

Out of Network

Deductible	\$1,500.00/\$2,250.00/\$3,000.00
Co-insurance	30%
Out-of-pocket max	\$3,000.00/\$4,500.00/\$6,000.00
Unlimited lifetime maximum	

A health reimbursement account (“HRA”) will be offered to any eligible employee for health insurance who is not eligible for a HSA. The Board’s annual contribution toward the HRA shall be equal to the annual contribution toward the HSA (based upon the employee’s level of insurance (single, single + 1 or family)).

A new employee shall be eligible for coverage under the health and dental insurance plans offered by the Board effective on the first day of the month subsequent to the date that he/she commences work for the Board.

Additionally, an employee shall receive a prorated contribution toward his/her HSA, if the employee: (a) is hired by the Board after the commencement of the applicable plan year; or (b) he/she elects health insurance after the commencement of the plan year due to a change in status.

The prorated amount of the contribution shall be based on the first day that the employee is covered under the plan through June 30th of the applicable contract year.

<u>Premium Share Contribution</u>	<u>HDHP</u>
Year 1 (July 1, 2016 – June 30, 2017):	13.5%
Year 2 (July 1, 2017 – June 30, 2018):	14%
Year 3 (July 1, 2018 – June 30, 2019):	14.5%
Year 4 (July 1, 2019 – June 30, 2020):	15%

In the event that the Board’s renewal rate from a contract year to the subsequent contract year increases by five percent (5%) or more, the parties agree that the Board may change or substitute insurance plans (or carriers) provided the level of benefits are substantially equivalent to or better than the existing plan. The “substantially equivalent to or better than” standard shall be applied on an overall plan benefit basis and shall not be benefit specific.

Appendix D Professional Growth Program

Stonington Public School District encourages continued and active participation on the part of classified employees in professional growth activities designed to improve service to the district and the professional development of the employee.

Professional growth is the continuous, purposeful engagement in study and related activities to retain and extend high standards of performance by classified employees.

The Professional Growth Program is designed to provide an opportunity for professional and personal growth for classified employees through continuing education. It is intended to recognize an employee's voluntary effort to increase his/her general or specific value to the District.

Eligibility

All permanent full-time classified employees who have been employed for a minimum of one continuous year qualify for participation in the Professional Growth Program. Individuals on leave are not eligible to participate during the leave period.

If the district gives release time to an employee or pays for any fees in conjunction with a training program, such program will not qualify for professional growth credit.

Professional Growth Committee

A committee composed of one (1) District Representative and one (1) Union representative will be established. The duties of the committee are as follows:

- 1) Evaluate all activities for professional growth credit and approve or deny all applications.
- 2) Recommend additional or revised procedures as necessary
- 3) Schedule meetings as needed to evaluate applications

Procedure

It shall be the responsibility of the employee to submit to the Professional Growth Committee a request form for course or hour approval prior to the completion of the course or activity.

Upon completion of the course or activity, it shall be the employee's responsibility to file a grade card, transcript or other acceptable proof of completion with the Professional Growth Committee within the timelines established by the Committee.

Professional Growth Points

Professional growth points shall be earned by employee participation in off-duty activities of a professional growth nature on the following basis:

1. One (1) professional growth point per semester unit of course work at a junior college, community college, college or university. Quarter units will convert to semester units on a 2/3 basis. Employees must earn a grade of "C" or better or receive a "pass" to earn professional growth points.
2. One (1) professional growth point per twenty (20) hours participation in district, county, or state in-service training programs, adult education courses, or seminars/conferences/lectures or other approved educational programs.

Criteria for Professional Growth Award

Eligible employees who have earned ten (10) approved points shall receive a professional growth award of five hundred dollars (\$500.00)

It is the responsibility of the employee to provide verification for points completed. Verification must be submitted by May 1st each year for payment on July 1st.

An employee may receive only one award per year. Unused points shall be carried forward to the next year.

The maximum number of awards available each year shall be four (4). If more than four (4) are complete, the additional awards shall be carried forward to the next year and be given priority for payment.

Memorandum of Agreement

Stonington Board of Education and AFSCME, AFL-CIO

Maintenance and Custodial Local 1303-170 of Council 4
Nurses Local 1303-397 of Council 4
Paraprofessionals Local 1996 of Council 4
School Secretaries Local 1303-380 of Council 4

September 4, 2014

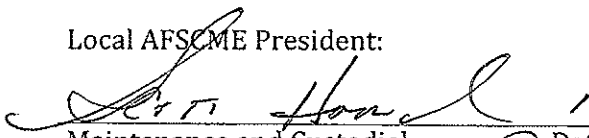
This memorandum of agreement was developed collaboratively between the four bargaining units and the Stonington Board of Education to address the issue of health benefit premium increases for 2014-15. Each contract calls for plan adjustments to keep employee and district premium costs at the 2013-14 level. All bargaining units and the district agree to the following to address the \$117,860 increase for 2014-15 over 2013-14:

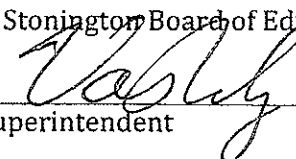
- 1) Employees will continue to pay the same percentage contribution for 2014-15, which results in an increase for the district of \$104,921 for 2014-15.
- 2) The bargaining units agree to keep the current benefit coverage for 2014-15 and agree to change/reduce district costs for the next three subsequent years by \$34,974 per year from the 2013-14 base rate (three year total of \$104,921).
- 3) Plan changes will be made each year beginning in 2015-16 to meet the following formula financial cap:
 - a. 2015-16 total amount the District shall contribute: 2013 District Contribution (\$901,055) - Makeup Amount (\$34,974) = \$866,081.
 - b. The same formula shall be applied in 2016-17 and in 2017-18 with the \$866,081 cap for District contribution each year.
- 4) District and bargaining units agree to meet early each year beginning in 2015 to discuss plan options/modifications to meet these financial requirements.

Attachments: Benefit Cost Spreadsheet
Bargaining Unit Members Breakdown

Local AFSCME President:

Stonington Board of Education


Maintenance and Custodial Date 10/7/14


Superintendent Date 10-7-14

Nurses

Date

Paraprofessionals

Date

School Secretaries

Date

Staff Representative

Date