

**STONINGTON BOARD OF EDUCATION**

**AND**

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

**NURSES**

**July 1, 2021 to June 30, 2024**

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**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**

Upon receipt of an employee's signed authorization to deduct membership dues or voluntary agency fees, the Board agrees to deduct from the pay of the employee an amount established and periodically adjusted by the Union.

Such deductions shall continue unless the Board is notified in writing by Council 4 that the employee is no longer a member (or the employee no longer desires to pay an agency fee). Council 4 reserves the right to modify and/or replace any such authorization form.

**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.

**Section 3.5**

The Board will provide a new hire with a copy of this Agreement, a Union supplied informational packet and advise the new hire of the name of the Local Union President. The Union will provide the Board with the aforementioned informational packet and the name of the Local Union President in order for the Board to comply with the language set forth herein.

**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 it's employees; to determine the standards of services to be offered by it's employees; to determine the standards of selection for it's employees; to take disciplinary action; to assign, transfer or promote it's employees; to determine the amount of overtime to be worked; to relieve it's 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 it's 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 thirty (30) calendar 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).

**Section 9.1**

Any bargaining unit member who is assigned to cover the duties of the Nursing Supervisor shall be paid at the Nursing Supervisor's pay rate to cover the position for any length of time over five (5) 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.

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 30<sup>th</sup> 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 1<sup>st</sup>, the employee will be credited with one (1) sick day per month of full service through June 30<sup>th</sup> 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 1<sup>st</sup> annually, a full-time employee who has completed a full year of service by June 30<sup>th</sup> 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 30<sup>th</sup> 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 1<sup>st</sup>, the part-time employee will be credited with one-half (½) a sick day per month of full service through June 30<sup>th</sup> 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 1<sup>st</sup> annually, a part-time employee who has completed a full year of service by June 30<sup>th</sup> 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, utilize the Electronic Notification System (Sub - Finder) and provide the general reason for their absence as soon as possible, but no later than one (1) hour before the regularly scheduled start of their shift. Accordingly, 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.

**Section 12.3**

Sick leave may not be used to extend holidays or weekends. In the event a sick day is taken the day before and/or after the weekend and/or a holiday, the Business Manager (or his/her designee) may require any employee who has been advised by written notice (with a copy to the Union) that the Board believes the employee has exhibited either a pattern of abuse or a pattern of absenteeism to submit a note from the employee's treating physician substantiating the employee's inability to work on the day or days which he or she was absent.

**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 XXIII.

**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. Effective July 1, 2023, each bargaining unit member shall be eligible for three (3) 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.

Paid personal leave may be granted only for personal reasons that cannot be attended to during non-working hours.

**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.

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:

5 completed years of employment	\$500.00
10 completed years of employment	\$700.00
15 completed years of employment	\$1,000.00
20 completed years of employment	\$1,200.00

The completed years of employment set forth herein shall be as of July 1<sup>st</sup> annually, provided, if a full-time nurse's date of hire is prior to the start of a school year, the nurse will be credited from July 1<sup>st</sup> for the limited purpose of eligibility for longevity pay. All longevity payments shall be made annually within two (2) weeks of July 1<sup>st</sup>.

**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. Employees who are eligible for health and dental insurance benefits, may elect to waive all health and dental insurance benefits and receive an amount equal to forty percent (40%) of the cost of the premium for single coverage under the HDHP to a maximum of three thousand dollars (\$3,000.00).

Each employee who waives health insurance benefits must, on an annual basis, provide a signed, witnessed waiver form to the Board and written proof of health insurance coverage (including the period of coverage) under an insurance plan sponsored by an employer or entity that is not affiliated with the Board.

The waiver will be paid twice a year, on or about December 1<sup>st</sup> and on or about June 1<sup>st</sup>. These payments shall continue until such time as the employee's employment with the Board ends for any reason; until his/her election to waive health insurance benefits is revoked; or the employee is no longer covered by a health insurance plan sponsored by an employer or entity that is not affiliated with the Board. In the event that the employee re-enrolls for Board provided health insurance, the employee shall reimburse the Board a pro-rata portion of the money he/she received for waiving the insurance.

**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** **DISCIPLINARY PROCEDURE**

### **Section 22.0**

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 XXIII.

## **ARTICLE XXIII** **GRIEVANCE PROCEDURE**

### **Section 23.0 - 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 23.1**

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 23.2**

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



**ARTICLE XXIV**  
**MISCELLANEOUS**

**Section 24.0**

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 24.1**

The Board shall provide five (5) original signed contracts for Council 4 at the time of signing.

**Section 24.2**

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 24.3**

Each employee shall be evaluated annually by the Building Principal in collaboration with the Nursing Supervisor.

**Section 24.4**

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 24.5**

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 24.6**

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 XXV**  
**NO STRIKE**

**Section 25.0**

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 25.1**

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

**ARTICLE XXVI**  
**SAVINGS CLAUSE**

**Section 26.0**

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 XXVII**  
**DURATION**

**Section 27.0**

Except as treated differently herein, this Agreement shall be effective, July 1, 2021 and shall remain in effect until, June 30, 2024 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.


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**

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

By:   
\_\_\_\_\_  
Chairman, Board of Education

By:   
\_\_\_\_\_  
Lori Tavares, President

By:   
\_\_\_\_\_  
Christopher Henderson, AFSCME, Council 4

Date: 6/24/21

Date: 6/24/2021

**APPENDIX A**

<b><u>Contract Year</u></b>	<b><u>2021-2022</u></b>	<b><u>2022-2023</u></b>	<b><u>2023-2024</u></b>
	2.5%	2.25%	2.25%
<b><u>Nurse RN</u></b>			
<b>Step 1</b>	\$37.89	\$38.74	\$39.61
<b>Step 2</b>	\$38.07	\$38.93	\$39.81
<b>Step 3</b>	\$38.21	\$39.07	\$39.95

Nurse RN's employed during the 2020-2021 contract year will move up one (1) step on the salary schedule on July 1, 2021.

Nurse RN's employed during the 2021-2022 contract year will move up one (1) step on the salary schedule on July 1, 2022.

Nurse RN's employed during the 2022-2023 contract year will move up one (1) step on the salary schedule on July 1, 2023.

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

## APPENDIX B

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 1<sup>st</sup> to June 30<sup>th</sup>) 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).

- Does not cover bariatric procedures;
- 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, 2021 through June 30, 2022 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, 2021 through June 30, 2022 contract year, the Board's contribution toward the deductible will be deposited into the HSA accounts on or about July 1, 2021.

- For the July 1, 2022 through June 30, 2023 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, 2022 through June 30, 2023 contract year, the Board's contribution toward the deductible will be deposited into the HSA accounts on or about July 1, 2022.

- For the July 1, 2023 through June 30, 2024 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, 2023 through June 30, 2024 contract year, the Board's contribution toward the deductible will be deposited into the HSA accounts on or about July 1, 2023.

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.

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 30<sup>th</sup> of the applicable contract year.

**Premium Share Contribution**

July 1, 2021 – June 30, 2022:	fifteen and one-half percent (15.5%)
July 1, 2022 – June 30, 2023:	sixteen and one-half percent (16.5%)
July 1, 2023 – June 30, 2024:	seventeen and one-half percent (17.5%)

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 and Reimbursement 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 by participating in continued education specifically related to the employee's duties, responsibilities and/or professional growth as an employee of the District.

### **Eligibility**

All classified employees who have been employed for a minimum of one (1) continuous year qualify for participation in the Professional Growth and Reimbursement 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 or reimbursement. Any continuing education that the employee is seeking Professional Growth credit or reimbursement must be during non-work hours.

### **Professional Growth and Reimbursement 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) Determine if continued education is specifically related to the employee's duties responsibilities and/or professional growth as an employee of the District.
- 2) If, so, evaluate all activities for professional growth credit or reimbursement and approve or deny all applications by a unanimous vote of the committee (if the vote is not unanimous, the application shall be deemed denied).
- 3) Recommend additional or revised procedures as necessary.
- 4) Schedule meetings as needed to evaluate applications.

### **Procedure**

An eligible employee requesting Professional Growth credit or reimbursement shall submit a request to the Professional Growth Committee on a form developed by the Committee at least thirty (30) calendar days, or less, upon approval of the Superintendent, prior to the

commencement of the class or professional growth activity. As part of the submission, the employee must signify if he/she is seeking credit toward a Professional Growth award, reimbursement for a course or both.

The Committee will decide within ten (10) calendar days of the date of submission if it recommends approval of the course for points, reimbursement or both. If the Committee unanimously approves the request, their decision will be submitted to the Superintendent to determine if he/she approves. Within ten (10) calendar days of receipt of the Committee's submission, the Superintendent will advise the employee if he/she approves. If the Superintendent does not approve, his/her decision shall not be subject to the grievance and arbitration procedure.

Except as set forth below, if an employee is seeking reimbursement, the employee will receive reimbursement within thirty (30) calendar days of proof of payment and approval by the Superintendent, if he/she is eligible for reimbursement under the Criteria for Professional Growth Award and Reimbursement.

Except as set forth below, if an employee is seeking points, the employee will receive his/her award within thirty (30) calendar days of achieving ten (10) points if he/she is eligible for an award under the Criteria for Professional Growth Award and Reimbursement.

Employees are eligible for reimbursement and an award in the same contract year, provided, the aggregate amount is in accordance with the Criteria for Professional Growth Award and Reimbursement set forth below.

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 and Reimbursement 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 in continued education specifically related to the employee's duties, responsibilities and/or professional growth as an employee of the District (as determined by the committee) 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 minimum grade of "B", a "pass" for pass/fail courses or CEU credit 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.



The Superintendent or his/her designee will maintain an up to date list of professional growth points earned by each employee and shall provide a copy of the list to the Union upon request.

**Criteria for Professional Growth Award and Reimbursement**

Eligible employees may be reimbursed for up to one thousand dollars (\$1,000.00) in a contract year, provided, the aggregate total for awards and reimbursements for the entire bargaining group shall not to exceed three thousand dollars (\$3,000.00) in a contract year (and the aggregate sum for an eligible employee is one thousand five hundred dollars (\$1,500.00) comprised of a maximum one thousand dollar (\$1,000.00) reimbursement and a five hundred dollar (\$500.00) award).

Eligible employees who have earned ten (10) approved points shall receive a professional growth award of five hundred dollars (\$500.00) provided, the aggregate total for awards and reimbursements for the entire bargaining group shall not to exceed three thousand dollars (\$3,000.00) in a contract year. Consequently, the maximum total number of awards and reimbursements available in each contract year shall be four (4) (with a maximum of three thousand dollars (\$3,000.00) in reimbursements and awards for the entire bargaining unit).

No employee may receive more than one (1) award in a contract year.

An employee may receive only one (1) award per year. Unused points shall be carried forward to the next year.