

Agreement between the
Regional School District No. 5 Board of
Education

And

Nurses' Group
Local 1303-383 of Council 4
AFSCME, AFL-CIO

JULY 1, 2024 – JUNE 30, 2027

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**Agreement between the Amity Regional Board of Education and
Nurses Group, Local 1303-383 of Council 4, AFSCME
July 1, 2024 to June 30, 2027**

PREAMBLE

This Agreement is made and entered into by and between the Amity Regional School District No. 5 Board of Education and/or its successor (hereinafter refers to as the "Board") and Local 1303, Council 4, AFSCME, AFL-CIO (hereinafter referred to as the "Union"). The word "Nurse(s)," "Register Nurse(s)", "Licensed Practical Nurse(s)" or "employee(s)" as used herein referred to bargaining unit member(s). The word "Superintendent of Schools" as used herein shall include the Superintendent of Schools and/or his/her designee(s). The word "Principal" as used herein shall include the Principal of the school in which the employee regularly works and/or his/her designee(s).

ARTICLE I Recognition

Section 1.1

The Board recognizes the Union as the exclusive bargaining representative for all Nurses employed by the Board for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment, unless otherwise excluded by the Municipal Employee Relations Act.

Section 1.2

All employees will be offered an opportunity to join the Union. Employees who elect to join the Union shall sign and deliver to the Union an authorization for the payroll deduction of membership dues/fees of the Union. The signed authorization will be delivered to the Board by the Union. Upon receipt of a signed authorization, the Board agrees to deduct from the wages of the employee Union dues/fees monthly, with an itemized report consisting of the names of the employees and the amount of dues deducted from each employee. The Board shall transmit these monies to the Council 4 office of the Union no later than the last pay period of the month following the month in which the dues and/or fees have been deducted, together with a list of employees from whose wages the deductions have been made. The deductions shall continue in effect until revoked by the employee by written notice to the Union and the Union has notified the Board by written notice that the employee no longer desires to be a member of the Union. 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 II Rights of the Board of Education

Section 2.1

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 over the complete operations, practices, procedures, and relations 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 evaluate its Employees, to determine the standards for selection of its employees; to take disciplinary action against its employees; to assign, transfer, or promote its employees; to relieve its employees from duty because of lack of work; to issue reasonable rules, policies, and regulations, including those affecting working conditions, and from time to time change them and enforce them; to maintain efficiency of operations; to determine work schedule and the amount of overtime to be worked by its employees; to determine the methods, means and personnel by which the Board operations are to be conducted; to determine employees' places of work; to determine the content of job classifications; to establish jobs and transfer employees between buildings and classifications; 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 III

Seniority

Section 3.1

Seniority shall be defined as the length of an employee's continuous service with the Board in a bargaining unit position covered by this Agreement, unbroken by discharge or voluntary termination. However, an employee going from a part-time to a full-time position shall retain his/her seniority in the part-time position for purposes only of bidding for vacancies and layoff as applicable under Article XII.

Section 3.2

The Board shall establish a seniority list, and this shall be brought up to date as of September 1st of each school year. The Board shall forward a copy of the updated seniority list to the Local Union President on or before September 15th each school year.

Section 3.3

No employee shall attain seniority rights under this Agreement until he or she has completed ninety (90) working days probationary period of continuous employment by the Board. The Board and the Union may, by mutual agreement, extend the probationary period to one hundred twenty (120) working days, on a case-by-case basis. During the probationary period, or extended probationary period, if applicable, the employee may be terminated by the Board, in its sole discretion, for any reason, without recourse to the grievance or arbitration provision by either the employee or the Union. Upon completion of the probationary period, an employee's seniority shall date back to the date the employee started his or her employment with the Board.

ARTICLE IV

Attendance

Section 4.1

When the daily school opening hours are delayed because of adverse weather or other conditions, Employees are expected to report to work at the delayed opening time for staff. The end of the workday shall be in accordance with the extended student day, if any.

Section 4.2

If school is cancelled ten (10) month employees are not expected to report to work on that day. No ten (10) month employee shall, however, receive pay for said cancelled days.

If school is cancelled and the day will be rescheduled at the end of the school year, the ten (10) month employees will not be paid for the cancelled day and is expected to report to work on the paid make-up day.

The twelve (12) month nurse or Head of Nursing (whichever is applicable) will report to work as scheduled unless directed otherwise by the Superintendent.

In the event the Superintendent of Schools begins school late or closes school early due to inclement weather emergency closings and, except as set forth below, on scheduled minimum days, employees shall be paid for the full regularly scheduled workday.

Employees shall attend work based on the employee's regular work schedule on each professional development day to attend scheduled professional development activities; if no professional development activities are scheduled for nurses on a professional development day (or a partial professional development day), at the discretion of the Superintendent or his/her designee, either: (a) nurses will be assigned to a staff development session to attend; or (b) the nurse will continue to perform nursing duties and responsibilities for the remainder of the workday.

Section 4.3

An employee unable to report to work shall enter the absence in the employee electronic time keeping attendance system no later than 6:30 a.m. on the morning of such absence.

ARTICLE V

Leave Provisions

Section 5.1

Except as set forth below, all employees will earn sick leave at the rate of one day for each month, not to exceed twelve (12) working days per contract year. After one (1) year of continuous employment, the annual sick leave benefit of twelve (12) days per contract

year shall be in effect. Unused sick leave is cumulative annually limited to a maximum of one hundred fifty (150) days, for use as sick leave. An employee scheduled to work a twelve (12) month work year shall receive a total of fifteen (15) sick days per contract year.

Sick leave may be used for the employee's illness or illness to a member of the employee's immediate family (defined as the employee's spouse or child as set forth under Connecticut General Statutes Section 31-57r; the Connecticut Paid Sick Leave Law). Sick leave use for an immediate family member shall be no greater than forty (40) hours in a contract year (including concurrent use under the federal FMLA).

A note from the physician treating the employee (or the employee's immediate family member, if applicable) for the illness that caused the sick leave may be requested if a review of the employee's record demonstrates an abuse of sick leave, an excessive use of sick leave, a pattern of absenteeism or for any absences of four (4) consecutive workdays.

Further, a pattern of absenteeism, an abuse of sick leave or an excessive use of sick leave may be the basis for discipline or other appropriate action.

A pattern of absenteeism shall be defined as repeated:

- (a) absences prior to or after weekends (or prior to or after the employee's regularly scheduled last day of work during a calendar week);
- (b) absences prior to or after scheduled days off;
- (c) absences prior to or after holidays;
- (d) the use of sick time intermittently in conjunction with other forms of paid time off;
- (e) absences on the same day every week or month; and
- (f) consistently taking sick days (full day increments or partial day increments) over a period of time (provided, in the event that an employee provides the Board with a note in advance of anticipated medical or dental treatment, such absence shall not be counted).

Section 5.2

All employees will be accorded a maximum leave of five (5) days per school year for each death of an immediate family member; immediate family member is defined as including a parent, a brother or sister, spouse, or son or daughter.

A maximum leave of three (3) days per school year shall be accorded for each death of a grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

All employees will be accorded a maximum leave of one (1) day per school year for each death of an aunt or an uncle.

Section 5.3

Whenever a regularly employed employee is absent from school as a result of a personal injury caused by an accident subject to Workers' Compensation arising out of and in the course of his/her employment with the Board, during the period of time the employee is temporary, totally disabled or temporary, partially disabled (and no work is available within the employee's light duty restrictions, as determined by the Board) he/she shall be paid his/her full wage for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of wages payable pursuant to this section shall be reduced by the amount of any Workers' Compensation award for temporary total or temporary partial disability benefits due to the said accident for the period for which such wages are paid. The Board shall have the right to have the employee examined by a physician designated by the Board for the purpose of establishing the length of time during which the employee is temporarily disabled from performing his/her duties; and, in the event there is no adjudication on the appropriate Workers' Compensation proceeding for the period of temporary total or temporary partial disability, the opinion of said physician as to the said period shall control, providing there is no conflicting medical opinion. Should such conflict arise, the employee may remain on temporary total disability or temporary partial disability (if no work within his/her light duty restrictions is available, as determined by the Board) until adjudicated by the Workers' Compensation Commission.

Section 5.4

An employee who is officially summoned for jury duty shall be paid the difference between the employee's regular daily wages and the compensation received for jury duty. This payment shall apply only for those days when the employee is actually serving as a juror. Whenever the Nurse is on leave from jury duty, he/she is expected to report to his/her regular work assignment.

If an employee is advised prior to the day he/she is scheduled to report for jury duty that he/she is not required to report for jury duty, he/she is expected to report to work. If the employee does not report to work, a different form of paid leave that can be used for an absence from work under the terms of this Agreement may be used by the employee for the day.

Upon receipt of a juror questionnaire, its receipt is to be reported by the employee within seven (7) calendar days of the date of receipt to the building Principal or supervisor. In

order to receive the pay differential, an employee must provide verification to his or her supervisor that he or she actually performed jury duty.

Section 5.5

After one (1) full calendar year of employment with the Board in a position covered by this Agreement, an employee shall receive three (3) personal days per contract year for personal or business requirements that cannot be transacted outside the regular workday. Such days shall be credited to the employee on or about the first day of the school year annually. In an employee's first year of employment in a bargaining unit position covered by this Agreement through June 30th, said days shall be prorated from the date of hire. Personal leave may not be used on consecutive workdays unless approved, in advance, by the Superintendent or his designee.

Personal days shall not accumulate from year to year. Under normal circumstances, employees shall give twenty-four (24) hours' notice for requested personal leave through the employee electronic time keeping attendance system. Personal leave must be approved in advance by the Superintendent of Schools or his/her designee. Personal leave may not, however, be used the last workday before or the first workday after a vacation or holiday period without the written approval, at the sole discretion, of the Superintendent of Schools or his/her designee.

Section 5.6

If any illness or injury 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, the Board shall have the right to retire or discharge the employee.

ARTICLE VI Grievance Procedure

Section 6.1

A "grievance" shall be defined as a misapplication or misinterpretation of a specific term of this Agreement. All grievances shall be in writing and must be filed with the Building Administrator with a copy to the Superintendent of Schools or his/her designee within ten (10) working days of when the employee or Union knew or should have known of the act or omission which is the basis of the complaint.

Section 6.2

Step 1

A grievant shall submit his/her grievance in writing to the Building Administrator within ten (10) working days of when the employee or Union knew or should have known of the alleged grievable event. The grievant and his/her representation if so desired and the

Building Administrator shall meet and discuss the grievance within ten (10) working days of receipt of the grievance. Within ten (10) working days after the conference between the grievant and the Building Administrator, the Building Administration shall render a written decision.

Step 2

If the grievant is not satisfied with the outcome of Step 1, he/she may submit a written request for review to the Superintendent of Schools. Such request must be made in writing within five (5) working days after the date of the Building Administrator's decision and shall include copies of the grievance and the Building Administrator's decision. Within ten (10) working days of such request, a conference between the grievant and his/her representative if so desired, the Building Administrator, and the Superintendent of Schools shall be scheduled.

Within fifteen (15) working days after the conference between the grievant, the Building Administrator, and the Superintendent of Schools, the Superintendent of Schools shall render a written decision.

Step 3

If the grievant is not satisfied with the outcome of Step 2, he/she may make a written request for a meeting with the Board. Such request shall be made within five (5) working days after the date of the Superintendent of School's decision and shall include copies of the grievance and the Building Administrators' and Superintendent's decisions. A meeting with the Board or a subcommittee thereof shall take place within thirty (30) calendar days of the Board's receipt of the request.

The Board shall render a decision within fifteen (15) working days after its meeting. Such decision shall be conveyed in writing to the grievant by the Superintendent of Schools.

Step 4

If the Union is not satisfied with the Board's decision, the Union may file for arbitration by the State Board of Mediation and Arbitration except in the case of termination which shall be by the American Arbitration Association in accordance with its rules and regulations. However, the Board and the Union may, by mutual agreement elect to conduct arbitration proceedings before the American Dispute Resolution Center, Inc. ("ADRC"), in accordance with the ADRC's rules and regulations. The cost of arbitration shall be borne equally by the Union and the Board. The arbitrator(s) shall have no power to alter, amend, add to, subtract from, or modify the terms of this Agreement. The decision of the Arbitrator(s) shall be final and binding to the extent required by law.

Section 6.3

Time limits shall be strictly construed. However, all grievance time limits may be extended by written agreement between the parties on a case-by-case basis, except the original filing of the grievance.

ARTICLE VII Discipline

Section 7.1

Any disciplinary action shall be for just cause.

Section 7.2

Should any employee need to be questioned about matters which may result in disciplinary action being taken against the employee, he/she shall have the right, upon request, to Union representation before questioning begins.

Section 7.3

Written notice of the disciplinary action (verbal warning, written warning, suspension, demotion, or dismissal) shall be sent to the employee by certified mail or served in person. A copy of such notice shall be provided to the Union within twenty-four (24) hours of the notice to the employee.

ARTICLE VIII Hours of Work

Section 8.1

Except as set forth under Appendix A regarding the twelve (12) month nurse or Head of Nursing's recess periods work hours, whichever is applicable, the regular workday for full-time employees shall be seven and one-half (7½) hours per day, including lunch, Monday through Friday. The Superintendent of schools shall have the discretion to determine the start time of the school day for each school building, and the employees' workday shall coincide with the start of the school day. The regular workday for part-time employees shall be four and one-half (4½) hours per day, including lunch, Monday through Friday. The workday for part-time employees shall be set by the Superintendent of Schools or his/her designee. The work year for all employees, except for the Head of Nursing (or twelve (12) month nurse, if applicable) shall be the teacher's work year that includes four (4) professional development days, to be scheduled on times and dates during the teacher work year as determined by the Superintendent or his/her designee. Additionally, at the Superintendent's discretion, nurse(s) may commence work on the two (2) days prior to the teacher's start date. Any days worked in addition to these days shall be compensated at the employee's regular wage rate for actual hours worked.

Overtime payments of one and one-half (1½) times the employee's hourly rate for time approved in advance by the Director of Pupil Services, except in the case of a medical emergency, for time actually worked over seven and one-half (7½) hours per day. If the Director of Pupil Services is unavailable to give prior approval for overtime hours, then such decision shall fall to the Director of Finance and Administration or the Building Principal.

ARTICLE IX

Wages/Stipends/Benefits

Section 9.1

The wage and benefit schedules are listed in Appendix A and B of this Agreement.

ARTICLE X

Holidays

Section 10.1

Employees shall be eligible for the following paid holidays:

- Labor Day
- Columbus Day/Indigenous People's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- New Year's Day
- Martin Luther King Day (observed)
- President's Day
- Memorial Day (observed)

The twelve (12) month nurse or Head of Nursing, whichever is applicable, shall also be eligible for July 4th (observed) and any other holidays observed by the Board as paid holidays.

Section 10.2

In order to qualify for holiday leave, an eligible employee shall have worked on the last regularly scheduled workday prior to and the next regularly scheduled workday following the holiday unless the employee was absent from work on an approved leave, as authorized by the Superintendent of Schools.

If school is in session on any of the holidays set forth under Article X, Section 10.1, and the bargaining unit employee is required to work, the affected bargaining unit employee shall receive his/her straight time hourly rate of pay for such day and a floating holiday in

lieu of such holiday to be used on a mutually agreeable day during the applicable academic year.

Holidays shall be observed in accordance with the annual school calendar.

ARTICLE XI

Pension

Section 11.1

All employees hired for a bargaining unit position covered by this Agreement prior to September 1, 2018 who regularly work more than twenty (20) hours per week shall be covered by the Amity Regional High School District #5 Pension Plan, as modified from time to time. The Board and the Union shall negotiate significant changes in benefits.

Such eligible employees shall contribute the following percentages toward the Amity Regional High School District #5 Pension Plan:

- 4% in each contract year

Bargaining unit employees hired on or after September 1, 2018 who on a regular basis, work more than twenty (20) hours per week during an academic year, shall be eligible for the following 401A Plan:

- On a calendar year basis, the Board will contribute the equivalent of five percent (5%) of the employee's base straight time hourly rate of pay (excluding overtime and any insurance waiver) toward a 401(A) Plan established by the Board.
- Such contribution will be made in each pay cycle.
- Employees may contribute up to the maximum allowed by the IRS toward such 401(A) Plan.
- In addition to the Board's five percent (5%) contribution, the Board will match the employee's post-tax contribution up to an additional one percent (1%).

No loans from the 401(A) Plan are permitted.

An employee who is eligible for retirement benefits from any other State of Connecticut Retirement Plan (i.e. – TRB, MERS) shall not be eligible for the 401(A) Plan.

Vesting for purposes of the Board's contributions shall be five (5) years from the employee's date of hire. In the event that an employee leaves the Board's employment prior to being vesting, the employee shall receive his/her contributions (plus interest).

Employees may make withdrawals from the 401(A) Plan at age 59½.

ARTICLE XII

General Provisions

Section 12.1

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. Any agreement reached shall be reduced to writing, shall be signed by the Board and the Union, and shall become an addendum to this Agreement.

Section 12.2

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provision therein, shall become inoperative or fail, by reason of the invalidity of any other portion or provision, and the parties do hereby declare that they would have severally approved of the adopted provisions contained therein and apart from the other. If any portion or provision of this Agreement shall become inoperative or fail, the parties shall discuss the impact upon the Nurses with thirty (30) days after such ruling.

Section 12.3

The Board and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program.

Section 12.4

The Union and the individual employees agree that they shall not organize, participate in, condone, and endorse any strike, slowdown, or other work stoppage by employees during the term of this Agreement. The Board agrees that it shall not lock out the employees during the term of this Agreement.

Section 12.5

All bargaining unit employees shall be paid via direct deposit. Accordingly, all bargaining unit employees shall provide the Board with the necessary information for such direct deposit.

Additionally, all employees shall receive pay stubs, W-2, 1095 and federal and state wage reporting forms and information issued by the Board electronically.

Section 12.6

Each employee must provide Human Resources with a copy of their current Connecticut Nursing License.

ARTICLE XIII Non-Discrimination

Section 13.1

There shall be no unlawful discrimination against any employees by either the Board or the Union in accordance with applicable state and federal laws. An alleged violation of this Article shall not be subject to the grievance procedure.

ARTICLE XIV Staff Reductions

Section 14.1

In the event that it becomes necessary to reduce the working force, the least senior employee within a classification shall be laid off first, provided the remaining employees are, in the opinion of the Superintendent of Schools or his/her designee in accordance with current job descriptions, qualified and able to perform the work. The employee shall be put on a recall list for a period of two (2) years, and employees shall be recalled in reverse order of their layoff within classification with the most senior employee being the first to be recalled, provided the employee is qualified and able to perform the work. Notice of recall shall be sent by registered or certified mail to the last known address of the employee. The Board is not responsible beyond this requirement of notification.

ARTICLE XV Duration

Section 15.1

The provisions of this Agreement shall be effective as of July 1, 2024 except as otherwise noted and shall continue and remain in full force and effect to and including June 30, 2027.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized and their seals affixed hereto on this _____ day of _____, 2024.

Jennifer P. Byars
For the Amity Regional School District

Patricia Masella
For Amity Regional School District 5
Nurses Group Local 1303-383 of Council 4
AFSCME, AFL-CIO

Jennifer P. Byars
For the Amity Regional School District

Patricia K. Masella
Council 4 AFSCME, AFL-CIO

APPENDIX A Wage Schedule

Wages

Effective July 1, 2024, all wage rates in effect shall be increased by two and one-half percent (2.5%).

Effective July 1, 2025, all wage rates in effect shall be increased by two and one-half percent (2.5%).

Effective July 1, 2026, all wage rates in effect shall be increased by two and one-half percent (2.5%).

Head of Nursing* <u>2024-2025</u>	Head of Nursing* <u>2025-2026</u>	Head of Nursing* <u>2026-2027</u>
\$49.50	\$50.74	\$52.01
RN <u>2024-2025</u>	RN <u>2025-2026</u>	RN <u>2026-2027</u>
\$48.13	\$49.33	\$50.56
LPN <u>2024-2025</u>	LPN <u>2025-2026</u>	LPN <u>2026-2027</u>
\$38.51	\$39.47	\$40.46

*The Board, in its discretion, may employ either a twelve (12) month nurse or a Head of Nursing. The twelve (12) month nurse will be paid in accordance with the "RN" wage rate.

Nurses shall be paid for actual hours worked. The starting rate for a new full or part time Nurse shall be determined in the sole discretion of the Superintendent of Schools. The Superintendent of Schools shall not set a starting rate for a new full or part time Nurse above any Nurse already employed by the Board and not less than ten percent (10%) below any Nurse employed by the Board for the duration of his or her probationary period.

Educational Compensation

In addition to the Nurses' annual rate of compensation, a stipend in the amount of six hundred dollars (\$600.00) shall be made annually to those Nurses who have a Bachelor

of Science degree. If the state requires certification for school Nurses, the parties agree to reopen the Agreement for the purposes of negotiating a stipend for said certification.

Head of Nursing (12-month position)

The Head of Nursing is expected to answer calls from the School District during weeknights and weekends.

During the recess periods, the Head of Nursing's workday shall be five and one-half (5.5) hours.

The Head of Nursing position will be granted vacation leave in accordance with the following:

For the first year of service as the Head of Nursing, the employee will earn vacation leave at a rate of seven and one-half (7.5) hours for each calendar month of service, not to exceed thirty-five and one-half (35.5) hours. Such leave shall become effective for utilization only after completion of six (6) months of service as the Head of Nursing. On the July 1st following the completion of at least one (1) year of completed service as the Head of Nursing, said employee shall be credited with sixty (60) hours of vacation leave.

Additional vacation leave shall be granted for each two (2) years of service as of July 1st as the Head of Nursing, subject to the maximum as reflected in the table below.

<u>Years of Completed Service as of July 1st</u>	<u>Vacation Days Posted as of July 1st</u>
2	75 hours
4	86.5 hours
6	93.75 hours
8	105 hours
10	112.5 hours
12	123.75 hours
14	131.25 hours

The Head of Nursing may not use vacation leave during the following periods of time: the two (2) weeks prior to the first day of school, the last two (2) weeks of school, and during the summer school session.

If a twelve (12) month nurse is employed in lieu of the Head of Nursing, the workdays (including during recess periods), work schedule, and vacation schedule set forth herein for the Head of Nursing shall apply to the twelve (12) month nurse position.

Nurse Department Coordinator

A Nurse Department Coordinator at the high school will be posted. In the discretion of the Superintendent, the position may be reevaluated and reposted on an annual basis.

The position will be for the purpose of coordination and communication only and will receive a stipend of four thousand five hundred dollars (\$4,500.00) annually in addition to their regular wages.

The position may be filled with an outside candidate if no qualified bargaining unit member applies for the position.

APPENDIX B

Insurance

The Board agrees to pay the amounts set forth in this section for individual, two-person or family coverage under the health insurance plan set forth below, and for the dental insurance described below, or for coverage under alternative plans as permitted under the following standard.

The Board shall have the right to change administrators/carriers/plans for any of the insurance benefits described in this Article, provided that the overall level of coverage provided, when considered as a whole, remains substantially comparable to the overall level of coverage in effect immediately preceding any such change.

The High Deductible Health Plan ("HDHP") described below (that includes vision coverage) shall be the insurance plan.

An eligible employee in his/her first year of employment with the Board who is scheduled to commence work after March 31st shall be eligible for the HDHP with a Health Reimbursement Account ("HRA") in lieu of a Health Savings Account ("HSA") through December 31st of his/her first year of employment with the Board.

The premium cost and a comparable funding amount to the HSA deposit from the Board for those enrolled in the HRA for the HDHP shall be in accordance with the language set forth below for the applicable contract year.

Effective January 1st of such employee's first year of employment, he/she shall be offered the HDHP.

HDHP

Effective in each contract year, the HDHP shall include the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Co-insurance	90%/10% after deductible up to cost share maximum	70%/30% after deductible up to cost share maximum
Cost Share Maximum (individual/aggregate family)	\$2,750/\$5,500 (in network) \$4,000/\$8,000 (out of network)	
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care (as defined by the medical plan administrator)	Deductible and co-insurance not applicable	30% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Subject to co-insurance of 90%/10%	

In the event that an employee is ineligible for a health savings account ("HSA"), he/she shall be offered a health reimbursement account.

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.

The Board will fund the following percentages of the applicable HDHP deductible amount (on a calendar year basis).

January, 2025 – 45%
December 31,
2025

January, 2026 – 45%
December 31,
2026

January, 2027 – 45%
December 31,
2027

The Board's contributions toward the HSA deductible will be deposited into the HSA accounts on a quarterly basis on or about September 1st, December 1st, March 1st and June 1st annually.

The parties acknowledge that the Board's contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed nurses. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

The following premium cost sharing provisions shall apply to employees electing the HSA plan and dental coverage during the term of this Agreement:

	<u>Board</u>	<u>Employee</u>
July 1, 2024 – June 30 , 2025	84.5%	15.5%
July 1, 2025 – June 30 , 2026	84.5%	15.5%
July 1, 2026 – June 30 , 2027	84.5%	15.5%

On an annual basis, in the event that a nurse (and his/her spouse) on the Board's health insurance plan completes a health risk assessment (as set forth below), his/her premium share for the ensuing contract year shall be reduced by one percent (1%).

On July 1st of the subsequent contract year, the premium share set forth herein shall be in effect for the nurse. Accordingly, the reduction in the premium share by one percent (1%) shall be based on the then current premium share negotiated by the parties for the contract year in question, as set forth herein.

The information included on the health risk assessment will not be provided to the Board. The only information provided by the carrier to the Board is whether the health risk assessment was completed.

The health risk assessment shall be comprised of:

- An annual physical; and
 - An annual dental examination.
1. The Board will provide dental insurance for each employee, including Additional Basic Benefits Rider A and the Unmarried Depend Child Rider, age 19 through 24.
 2. The Board agrees to pay for a thirty thousand dollars (\$30,000.00) life insurance policy.
 3. An employee assistance program will be available for use by bargaining unit members.

An employee may elect to waive all health and dental insurance benefits and, in lieu thereof, be remunerated in the amount of twenty-five percent (25%) of the premium saved by the Board at the time of the waiver because of said waiver at the applicable health insurance coverage (defined as health insurance that he/she is eligible to elect, i.e. — single, two-person or family) to a maximum of \$2,000.00 for single coverage, \$4,250.00 for two-person coverage and \$5,400.00 for family coverage. Such remuneration shall be paid twice per year, on or about December 1st and June 1st. In order to receive such waiver, the employee must waive both health and dental benefits. Additionally, in order to receive the waiver, the employee must be employed by the Board on December 1st (for ½ of the waiver) and June 1st (for the remaining ½ of the waiver).

Employees who choose this option may re-enroll in the Board's insurance plan only during an open enrollment period, except as otherwise required by law.

In the event that an employee re-enrolls for health insurance benefits, he/she must reimburse the Board a pro-rated amount of the waiver he/she received for such plan year.

The reimbursement shall be deducted from the employee's pay over a number of pay periods agreed to by the Board and the employee. Under such circumstances, the employee shall submit the necessary authorization for the deduction. If the Board and the employee cannot agree to a period of time for the reimbursement, the employee shall submit the reimbursement to the Board within two (2) weeks of the date he/she re-enrolled. Any employee who prior to July 1, 2016 had such waiver included as part of his/her pension benefit calculations will continue to be provided with this benefit, provided, if the employee subsequently re-enrolls in health insurance and then waives it, the reinstatement of the waiver will not be a part of the employee's pension benefit calculations.