

EAST LYME BOARD OF EDUCATION

AND

**CHCA DISTRICT 1199
NUHHCE, AFSCME, AFL-CIO
SCHOOL NURSES, LICENSED PRACTICAL
NURSES AND SCHOOL HEALTH AIDES**

Effective Upon Ratification -June 30, 2028

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PREAMBLE

This Agreement, entered into by the East Lyme Board of Education (the “Board”) and CHCA District 1199, NUHHCE, AFSCME, AFL-CIO (the “Union”), has as its purpose the promotion of harmonious relations between the Board and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and establishment of rates of pay, hours of work, working privileges or benefits, or any other matters required to be negotiated as terms and conditions of employment under the Municipal Employee Relations Act.

ARTICLE 1 – RECOGNITION

The Board recognizes the Union as the exclusive bargaining representative for all full-time and part-time school nurses, licensed practical nurses and school health aides employed by the Board for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment within the meaning of the Municipal Employee Relations Act, CGS 7-467, et seq., in order to fix for its term the salaries and other terms and conditions of employment provided herein.

ARTICLE 2 – DEFINITIONS

- A. Unless otherwise indicated, the term “employee,” as used in this Agreement, shall refer to any bargaining unit employee.
- B. The terms “Board of Education” or “Board,” as used in this Agreement, shall mean the Board or its designee(s), and may include the Superintendent or Superintendent’s designee.
- C. The terms “Superintendent of Schools” or “Superintendent,” as used in this Agreement, shall mean the Superintendent or the Superintendent’s designee.

ARTICLE 3 – MANAGEMENT RIGHTS

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it, and it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Board and direction of the working force, including but not limited to the following:

To maintain public schools and such other educational activities as it, in its judgment, deems will best serve the interests of the East Lyme Public Schools to give the children of East Lyme Public Schools as nearly equal advantage as may be practicable; to decide the needs for school facilities; to determine the care, maintenance and operation of buildings, land, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to designate the schools which shall be attended by the various children within its jurisdiction; to make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for reasonable transportation of children wherever it is reasonable and desirable; to decide the

textbooks to be used; to prepare and submit budgets to the Board of Finance and in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfers of funds within the appropriate budget as it shall deem desirable.

To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Board.

To establish or continue policies, practices, and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices and procedures.

To discontinue processes or operations or to discontinue their performance by employees.

To select and to determine the number and types of employees required to perform the Board's operations.

To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.

To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

To create job descriptions and revise existing job specifications as deemed necessary.

ARTICLE 4 - NONDISCRIMINATION

There shall be no illegal discrimination, coercion or intimidation of any kind, either by the employer or by the Union, against any employee or member, because of race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability, including, but not limited to, blindness or status as a veteran, genetic information, or union activity. This section shall not be subject to the grievance procedure.

ARTICLE 5 – WORK SCHEDULE

A. Workday:

School nurses shall work 7.75 hours per day. School health aides shall work 6.75 hours per day. The normal work week shall be Monday through Friday. Health Aides working more than forty (40) hours per week shall be paid overtime at one and one-half (1 ½) times his or her regular rate of pay. All overtime work shall be subject to approval by the Superintendent or designee.

One meeting per month, as determined by the Supervisors, may be held. RNs will be paid their extra duty rate of sixty (\$60) dollars and LPNs will be paid their hourly rate.

B. Work Year:

School Health Aides -

School Health Aides shall work One Hundred Eight-Three (183) work days which shall be comprised of the student school year plus two (2) days immediately preceding the start of the student school year.

RNs- RNs shall work One Hundred Eighty-Seven (187) work days which shall be comprised of the student school year plus six (6) days immediately preceding the start of the student school year. RNs assigned to the middle school and high school may work additional hours over the summer to complete athletic paperwork, subject to the approval of the Director of Student Services. These hours will be paid at the Nurse extra duty rate as outlined in Appendix A.

ARTICLE 6 –LEAVES OF ABSENCE

The following leave provisions are adopted in recognition of the necessity for certain temporary absences from employment. However, such absences should occur only when absolutely necessary. Request for leave must be completed in accordance with district established procedures for any of the following leaves. In the event that any provision of this Article is inconsistent with any applicable state or federal statute concerning leave, the provisions of such statute shall control.

A. Sick Leave:

RNs shall be granted a maximum of fifteen (15) workday absences without loss of wages annually because of personal illness. School Health Aides shall be granted a maximum of ten (10) workday absences without loss of wages annually because of personal illness. Sick leave may be taken in hourly increments. Unused sick leave may be accumulated from year to year of continuous employment to a maximum of ninety (90) workdays. Unused sick leave shall not be paid upon separation from employment.

B. Personal Leave:

RNs shall receive five (5) personal days and School Health Aides shall receive three (3) personal days per year. Requests for personal leave must be submitted electronically through District provided software at least 48 hours in advance, barring extenuating circumstances. Days will be granted without reason provided they are not to be used for vacation, or the day immediately prior to or after a holiday or school vacation.

C. Jury Duty:

A regular full-time or regular part-time employee who is called to jury duty shall be eligible for leave at the employee's base rate of pay less the jury fee, provided such employee gives written notice in accordance with district procedures promptly upon the employee's receipt of the call to jury duty.

D. Bereavement Leave

Each employee shall be entitled to be absent with full pay not to exceed five (5) days for the death of a spouse, child, grandchild, grandparent, parent, sibling or parent or sibling of a current spouse.

E. Maternity Leave:

An employee who is pregnant shall receive a leave of absence for the reasonable period of physical disability due to childbirth. Upon return, the employee shall be assigned to her former position or a position with equivalent pay. Such leave shall be treated the same as any other short-term disability, and the leave shall be with pay to the extent of accumulated sick leave. Maternity leave will be counted towards an employee's entitlement to leave under the Family and Medical Leave Act or other applicable state or federal law.

F. Unpaid Leave:

An employee who has completed their probationary period may request unpaid leave upon exhaustion of accumulated paid leave. Any requests for unpaid leave must be submitted to the Superintendent at least thirty (30) days in advance, except in emergencies. The denial of any such request by the Superintendent shall not be subject to the grievance procedure. Any unpaid leave of absence taken for a qualifying reason under the Family and Medical Leave Act shall be counted towards the employee's entitlement to leave under the Family and Medical Leave Act or other applicable state or federal law.

ARTICLE 7 – HOLIDAYS

Employees who have completed their probationary period shall be granted each of the following days as a paid holiday, but only if the date of the holiday falls between the start and end of the student school year (as determined by the Board).

RNs: Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Years Day, Martin Luther King Day, Memorial Day

School Health Aides: Labor Day, Thanksgiving Day, Christmas Day, Martin Luther King Day, Memorial Day

ARTICLE 8 – HEALTH INSURANCE

Employees who work thirty (30) hours or more per week shall be eligible to enroll in the Board's insurance program. Employees shall be eligible for single coverage only.

Subject to the conditions set forth below, the Board shall offer each eligible bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for medical benefits at the single coverage level. Two person and/or dependent care coverage shall be made available to any employee at 100% employee cost. The medical benefits shall be as set forth in the SPP including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

The premium rates shall be set by the SPP.

Effective upon ratification of the 2025-2028 contract, the employee premium cost share shall be 20.5%; effective July 1, 2026, the employee premium cost share shall increase to 21%; and effective July 1, 2027, the employee premium cost share shall increase to 21.5%.

ARTICLE 9 – LIFE INSURANCE

The Board shall provide group life insurance in the amount of one hundred thousand dollars (\$100,000) for RNs and in the amount of forty thousand dollars (\$40,000.00) for School Health Aides

ARTICLE 10 – VACANCIES AND TRANSFERS

A. Vacancies

1. A vacancy shall occur whenever an existing employee exits a position that the Board, in its sole discretion, determines to fill or whenever a new position is created.
2. Employees shall be selected on the basis of training, experience, skill set, and references. Whenever qualifications are relatively equal, as solely determined by the Superintendent of Schools, seniority shall be the deciding factor with respect to the filling of vacancies. In any arbitration, the arbitrator shall not substitute their judgment for that of the Superintendent in applying the relevant standards for qualifications unless the Superintendent can be shown to have acted arbitrarily or capriciously. The Board shall send written notification of bargaining unit position vacancies to the Union President via email within five business days.
3. The Board shall post all bargaining unit position vacancies via the district website, with a copy of the posting sent to the Union President. Said postings shall contain a description of the position, the wage rate, and the educational requirements for the position as may be required by law. Positions shall be posted simultaneously, both internally and externally, for a period of at least five business days.
4. The initial salary placement for newly hired nurses will be at the discretion of the Superintendent and will be based on education, years of service in the nursing profession, qualifications, availability of applicants and market conditions. However, no new nurse may be placed at a rate of pay higher than a nurse already in the school system with the same qualifications or years of service in the nursing profession except by mutual agreement.

B. Transfers

Employee transfers, both voluntary and involuntary, shall be made at the discretion of the Superintendent or his/her designee based upon the required job qualifications, the best educational interests of the District and employee satisfactory past performance and requisite skill set.

C. Bargaining unit employees may request a transfer subject to section B above.

D. Assignments

The Board will make every effort to notify members of their assignments by August 15th of each school year. This notification shall include school assignment and hours of work. The Union acknowledges that assignments are subject to change throughout the school year, at the discretion of the Administration.

ARTICLE 11 - DISCIPLINE

A. No employee shall be disciplined except for just cause.

B. In the normal course, discipline shall be progressive and follow this order:

1. Verbal Warning
2. Written Warning
3. Suspension
4. Discharge

Notwithstanding the foregoing, serious misconduct shall be grounds for immediate suspension or discharge. Further, any of the above steps may be omitted depending on the severity of the violation.

ARTICLE 12- REDUCTION IN FORCE

In order to effectuate an orderly process for reduction in force should the Board eliminate positions in the bargaining unit, the parties agree on the following:

1. The Board may create and eliminate positions in accordance with its statutory authority.
2. There shall be one seniority list but three (3) classifications of employees for purposes of reduction in force, ranked below from highest to lowest. The categories shall be as follows:
 - a) Registered Nurses
 - b) Licensed Practical Nurses
 - c) Health Aides

3. Within each of these categories, should it be necessary to terminate employee contracts because of reduction in force, the following procedures shall apply:

4. Employees shall be laid off in inverse order of seniority, and an employee scheduled for layoff may, if the employee desires, replace the least senior employee covered by this contract in an equal or lower job classification, provided the bumping employee is qualified to perform the work of the least senior employee whom the bumping employee replaces. The determination of qualifications shall be solely determined by the Superintendent of Schools. If the bumping employee does not possess the qualifications to perform the work of the least senior employee, the employee scheduled for layoff may replace the next least senior employee whose work the employee is qualified to perform. In any arbitration, the arbitrator shall not substitute the arbitrator's judgment for that of the Superintendent in applying the relevant standards for qualifications unless the Superintendent can be shown to have acted arbitrarily or capriciously. Under no circumstances may an employee bump into a position that would be deemed a promotion. For purposes of this section, a promotion shall be defined as a position with a higher wage classification.

Laid-off employees shall be recalled in inverse order of layoff provided the employee is qualified, as solely determined by the Superintendent to perform the work available. In any arbitration, the arbitrator shall not substitute the arbitrator's judgment for that of the Superintendent in applying the relevant standards for qualifications unless the Superintendent can be shown to have acted arbitrarily or capriciously.

5. Employees will be eligible for recall for eighteen (18) months, provided the following conditions are met:

Failure to respond, by email or by certified mail, return receipt requested, within seven (7) calendar days' notice of a job opening by a person on the recall list shall result in that person being dropped from the recall list.

An employee who declines an offer of a position shall be dropped from the recall list.

An employee on the recall list shall be responsible for keeping the Board informed of the current email address and mailing address at which the employee can be contacted. Notice of openings will be sent by email and certified mail, return receipt requested, to the most recent address provided by the employee.

If an employee is unable to return to work on the day the opening is to be filled, due to a short term medical condition, the Superintendent may elect to extend the employee's recall timeline or ask that the employee provide documentation from a medical doctor in order to decline the job offer and still remain on the recall list for any remainder of the original eighteen (18) month recall period or any extension as determined by the Superintendent.

6. Seniority for purposes of this Section shall be determined as follows. A system-wide list shall be developed and approved by April 1 of each year and made applicable at that time. Seniority shall be based on continuous length of service based upon the original date of commencement of employment as an employee in the school system, except that where identical dates may exist, then the date of appointment or the date the employee signed the contract shall

be determinative, in that sequence. In the case a conflict still exists, the Superintendent shall determine which employee shall be laid off.

Service time shall be defined to include not just actual service in the system but also time on sick leave, on maternity leave, and on other authorized leaves of absence from the system, including time spent on lay off. All other interrupted time outside the school system shall be considered non-service time.

Seniority shall be deemed broken by voluntary resignation, termination, unauthorized leave of absence, and failure to return on recall from layoff provided there is adequate notice given.

ARTICLE 13 – GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to complaints related to the application or interpretation of this agreement. The parties agree that these proceedings shall be kept as informal and confidential as may be appropriate, subject to the provisions of applicable law. No reprisals of any kind shall be taken by either party or any member of the administration against any participants in the grievance procedure by reason of such participation.

B. Definitions

“Grievance” shall mean a claim that there has been a violation, misinterpretation, or misapplication of a specific provision or provisions of this Agreement.

“Party in Interest” shall mean the person or persons making the claim, including their designated representative as provided for herein; and any person or persons who might be required to take action or against whom action might be taken in order to resolve the complaint.

“Days” shall mean days when school is in session. In the event a grievance is filed after June 1, days shall mean business days.

C. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum. amount and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement of the parties in interest.

Any grievance not presented for disposition in writing within fifteen (15) days of the occurrence of the conditions giving rise thereto shall be considered waived.

Failure by the aggrieved party in interest at any level to appeal a grievance to the next level within the specified time limits shall be deemed an acceptance of the last decision rendered at that level and shall constitute a waiver of the right to proceed further with the grievance.

D. Informal Procedures

Nothing contained herein shall be construed as limiting the right of any employee to discuss informally a concern or a problem with any appropriate member of the school administration.

E. Formal Procedure

Step One: Grievant and Designated Administrator

The aggrieved party in interest shall present the grievance in writing to the Supervisor of District Health Services within fifteen (15) days of the event giving rise to the grievance. Within five (5) days of the receipt of the grievance, the Supervisor of District Health Services or designee shall meet with the aggrieved party in interest (and representative of the Union if the aggrieved party in interest so desires) in an effort to resolve it. The Supervisor of District Health Services or designee shall provide the aggrieved party in interest with a written response within ten (10) days of such meeting.

Step Two: Building Principal or Designee

If the aggrieved party in interest is not satisfied with the disposition of the grievance at Step One, the aggrieved party in interest may submit their grievance in writing to the Building Principal or designee within ten (10) days of the response to the Step One grievance. Within five (5) days of the receipt of the grievance, the Building Principal or designee shall meet with the aggrieved party in interest (and representative of the Union if the aggrieved party in interest so desires) in an effort to resolve it. The Building Principal or designee shall provide the aggrieved party in interest with a written response within ten (10) days of such meeting.

Step Three: Superintendent

If the aggrieved party in interest is not satisfied with the disposition of the grievance at Step Two, the aggrieved party in interest may submit their grievance in writing to the Superintendent within ten (10) days of the response to the Step Two grievance. Within five (5) days after receiving the written grievance, the Superintendent or Superintendent's designee shall meet with the aggrieved party in interest for the purpose of resolving the grievance. The aggrieved party in interest may be accompanied by representatives of the Union. The Superintendent or designee shall provide the aggrieved party in interest with a written response within ten (10) days of such meeting.

Step Four: Board of Education

If the aggrieved party in interest is not satisfied with the disposition of the grievance at Step Three, the aggrieved party in interest may submit their grievance in writing to the Board within ten (10) days of the response to the Step Two grievance. Within twenty (20) days after receiving the written grievance, either the Board or, at the Board's option, a committee of the Board, shall meet with the aggrieved party in interest for the purpose of resolving the grievance. The aggrieved party in interest may be accompanied by representatives of the Union. The Board or designee shall provide the aggrieved party in interest with a written response within ten (10) days of such meeting.

Step Five: Arbitration

If the grievance is not resolved at Step Three, the Union may submit the grievance to arbitration by filing a demand for arbitration with the American Arbitration Association within ten (10) days after the decision was rendered or should have been rendered at Step Three.

The arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration Association. The arbitrator shall hear only one grievance at a time. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this agreement. The fees and expenses of arbitrator and arbitration forum shall be borne equally by the parties.

The parties agree that the decision of the arbitrator shall be final and binding, except as otherwise provided by law, and that this grievance procedure shall be the sole and exclusive means of resolving claims which are encompassed within the definition set forth in Section 2(a) of this Article.

F. General Provisions

Any grievance must set forth the specific article and section of this Agreement that has allegedly been violated, misinterpreted, or misapplied.

If no written response to the grievance is rendered by the deadline at any step, the aggrieved party in interest may proceed to the next step.

Either the Union or the Board may request mediation of a grievance at any step of the process prior to arbitration. If both the Union and the Board agree to mediation, then the parties shall designate a mediator/mediation forum and agree upon the mediation procedures for the grievance in question.

ARTICLE 14 – PROBATIONARY PERIOD

Newly hired employees shall serve a probationary period of ninety (90) calendar days during which period they shall attain no seniority rights under this Agreement but shall be subject to all other provisions. Probationary employees may be discharged at the will of the Board, and no such action shall be subject to the grievance procedure of this Agreement.

ARTICLE 15 – WAGES/OTHER FRINGE BENEFITS

- A. The wage rates for employees are attached to this Agreement as Appendix A.
- B. All employees are required to submit their time records in a timely fashion.
- C. All employees shall be paid bi-weekly via direct deposit to a qualified financial institution of the employee's choice in accordance with the Board's payroll schedule.
- D. For hourly employees, wages shall be computed by using the actual number of hours worked or contractual leave paid for each biweekly pay period, on the payroll schedule established by the district.
- E. The initial salary placement for newly hired nurses will be at the discretion of the Superintendent and will be based on education, years of service in the nursing profession, qualifications, availability of applicants and market conditions. However, no new nurse may be placed at a rate of pay higher than a nurse already in the school system with the same qualifications or years of service in the nursing profession except by mutual agreement.

- F. All bargaining unit members shall be entitled to participate in the Board's 403(b) plan.
- G. RNs only shall be entitled to the following fringe benefits:
 - i. The Board shall pay an RN's annual CT Department of Health licensure fee.
 - ii. RN's shall be covered by the District's Malpractice Liability Policy.
 - iii. Each RN shall be provided up to Fifteen Hundred (\$1,500) Dollars annually to support required training for licensure and/or advanced professional learning.
 - iv. RNs shall be eligible to participate in the Town of East Lyme's Defined Contribution Plan in accordance with the terms and conditions of such pension plan.
 - v. The Board shall deposit fifteen hundred (\$1,500) dollars annually into a Flexible Medical Plan in the employee's name.

ARTICLE 16 – WORKER'S COMPENSATION

Worker's compensation shall be made in accordance with state law. See form in Appendix B.

ARTICLE 17 – PROFESSIONAL DEVELOPMENT

The Board and the Union encourage activities calculated to promote professional advancement and learning. These may include, but not be limited to, trips to professional conferences, visitations to other schools or programs, research projects and a professional library. To this end, the Board will allot funds in its annual budget. Items of this nature may be approved providing that:

- A. Funds are requested during the prior year so they may be included in the budget.
- B. The Board will establish a professional development fund for each year of the Agreement. The Board reserves the right to eliminate or cut these budgeted items depending upon the exigencies of the budgeting process.

ARTICLE 18 – MILEAGE REIMBURSEMENT

The Board will reimburse employees authorized by Supervisor of District Health Services or building principal to use their personal vehicle for work-related travel at the current standard business mileage rate as published by the IRS. To obtain reimbursement, employees must submit a reimbursement request in accordance with the district procedures for mileage reimbursement. The provisions of this paragraph shall not be construed to include payment for mileage driven by employee between the employee's residence and place of employment.

ARTICLE 19 - ACCESS TO PERSONNEL FILE

Each employee shall be allowed access to their personnel file by appointment with the Superintendent or designee provided a written request is filed with the Superintendent's office and the employee exercises such right during non-working hours.

ARTICLE 20 - UNION SECURITY AND UNION VISITS

- A. The Board shall honor members' individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues.
- B. All employees of the bargaining unit may become members of the Union. Upon receipt of voluntary individual written authorization from Union members, the Board agrees to deduct union dues from each Union member's earned wages. The Board shall deduct such dues monthly September through June. Each month, the Board shall remit all Union dues to CHCA District 1199, NUHHCE, 2 N. Plains Industrial Rd, Wallingford CT, 06492, no later than the last day of the month. The monthly remittance of dues to the Union will be accompanied by a list of names of employees from whose wages dues deductions have been made.
- C. The Union shall indemnify and hold the Board harmless from any and all demands, suits, complaints, claims, costs, and liabilities, including reasonable attorneys' fees, caused by, or arising out of the administration or enforcement of this Article.
- D. The Board shall permit the President of the Union, or their designated representative, with the permission of the Supervisor of District Health Services and the Building Principal to visit the schools for any purpose relating to the terms and conditions of this Agreement, provided the procedures in this paragraph are followed. Any such visits shall be conducted in accordance with the school district's visitors' policy and procedures. If conferences with employees are necessary, they shall be scheduled outside of working hours or on scheduled breaks, or by pre-arrangement and permission of the Supervisor of District Health Services and the Building Principal, so as not to interfere with the duties and responsibilities of the employee(s).
- E. Within thirty (30) days of hire, new hires shall be released from work for one (1) hour, without loss of pay, to attend a union orientation. The scheduling of such orientation shall be mutually agreed upon between the Union and the Administration to minimize disruption to the District's operations. The Union may also meet with employees on school grounds during non-working hours at a time mutually agreed upon between the Union and the Administration.

ARTICLE 21 - INDEMNIFICATION

The Board shall comply with its legal obligations in accordance with Conn. Gen. Stat. § 10-235, as amended. This section is for informational purposes only, and shall not be subject to the grievance procedure.

ARTICLE 22 – SAVINGS CLAUSE

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

ARTICLE 23 – NO STRIKES

There shall be no strike, slowdown, suspension, sick-out, or any other individual or concerted interference with the operation in any part of the work the Board's operation by the Union or any of its individual employees, nor shall there be any lockout by the Board in any part of the Board's operation. Any employee who engages in such activity shall be subjected to disciplinary action, up to and including discharge.

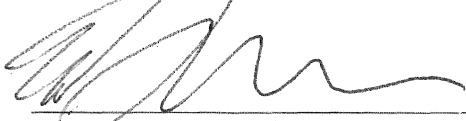
ARTICLE 24 – DURATION AND COMPLETE AGREEMENT

The provisions of this Agreement shall be effective upon ratification and shall continue and remain in full force and effect to and including June 30, 2028.

This Agreement constitutes the full and complete agreement between the parties on all negotiable issues. This Agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the Union, which amendment shall be appended hereto. Except where the Board proposes a substantial change in conditions of employment or is otherwise obligated to negotiate over any related impact neither party shall be required to negotiate on any issue whether or not covered herein. Any required negotiations shall be in accordance with the provisions of the Municipal Employee Relations Act, Conn. Gen. Stat. 7-467 et seq. (the "Act"). The parties hereby acknowledge that there are no outstanding verbal or written side agreements regarding conditions of employment.

SIGNATURE PAGE

EAST LYME
BOARD OF EDUCATION

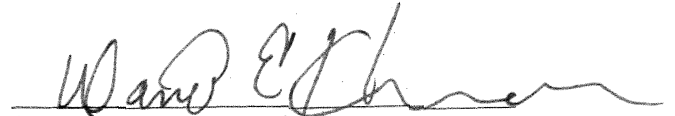


Eric Bauman, Chairperson

5/18/2020

Date

CHCA DISTRICT 1199
NUHHCE, AFSCME, AFL-CIO



Dave Hannon, President

May 15th 2020

Date

EAST LYME SCHOOL NURSES AND
SCHOOL HEALTH AIDES



Antoinette Pederson, President

5/19/20

Date

APPENDIX A
WAGE RATES

2.75% GWI year 1, retroactive to July 1, 2025, effective upon ratification of both parties.

2.75% GWI year 2, effective July 1, 2026

3.00% GWI year 3, effective July 1, 2027

The extra duty rate for nurses at \$60.00 per hour. This rate of pay does not apply to ESY summer programming.

RN/SCHOOL NURSE					
2024-25		2025-26		2026-27	2027-28
\$65,943.51		\$67,756.96		\$69,620.27	\$71,708.88
		\$70,000.00		\$71,925.00	\$74,028.75
\$75,550.88		\$77,628.53		\$79,763.31	\$82,156.21
\$80,858.23		\$83,081.83		\$85,366.58	\$87,927.58

RN/School Nurses will receive a GWI based on the individual's prior year's salary.

SCHOOL HEALTH AIDE					
2024-25		2025-26		2026-27	2027-28
\$20.00		\$20.55		\$21.12	\$21.75

School Health Aides will receive a GWI based on the individual's prior year's hourly rate.

APPENDIX B

East Lyme Public Schools Sick Time Supplementation Authorization

Choose only ONE authorization below.

OPTION 1

I authorize that available time including sick, vacation or personal may be used to supplement for the difference between what worker's compensation pays me and my full wages. (Leave will be taken at .25 days for every day out on workers compensation). East Lyme will continue to pay full wages with all applicable deductions.

NOTE: If employee does not have available sick, vacation or personal time, the employee will receive the amount authorized by workers' compensation.

OPTION 2

I authorize that only the amount that worker's compensation pays me will be accepted and no other time, sick, vacation or personal, will be applied to pay any supplemental amounts between the worker's compensation payment and my full wages. CIRMA will provide you with your Workers Compensation pay. Employee is responsible for payment of the employee share of health insurance and union dues.

Employee Signature _____

Employee Name Printed: _____

Date: _____

Proposed MOA

1. The Union acknowledges the Board's managerial right to create and eliminate positions. The Board notified the Union, on or about August 5, 2025, that the District will eliminate the health aide positions and restructure such positions to require an LPN background/certification.
2. To assist existing school health aides in maintaining employment by obtaining an LPN certification, the Board shall provide the following support:
 - a. The Board shall pay a one-time initial application/testing fee for any current East Lyme health aide applying for LPN certification.
3. Current Health Aides must meet LPN certification requirements by June 30, 2028. Failure to obtain the necessary LPN credentials may lead to a position reassignment or termination of employment if no other assignment is available.
4. The provisions set forth in this Agreement shall not establish a practice or precedent for any purpose.