

**AGREEMENT**

**Between**

**STRATFORD BOARD OF EDUCATION**

**and**

**NEW ENGLAND HEALTH CARE EMPLOYEES UNION,**

**DISTRICT 1199, SEIU/CTW**

**July 1, 2012 to June 30, 2016**

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THIS AGREEMENT is made and entered into on the 1st day of July, 2012 between the STRATFORD BOARD OF EDUCATION (hereinafter referred to as the Board) and the NEW ENGLAND HEALTH CARE EMPLOYEES UNION, DISTRICT 1199, SEIU/CTW (hereinafter referred to as the Union).

**ARTICLE I**

A. It is the intent and purpose of the parties hereto that their negotiation activities and agreements will be in the light of dedication to promoting and improving the quality of education in the Town of Stratford, as well as providing for orderly professional negotiations between the Board and the Union, and securing prompt and fair disposition of grievances. Thus, positive influences upon the design and operation of the educational program will be continuously exerted by both parties to this Agreement.

B. The Board and the Union agree to negotiate in accordance with the provisions of Connecticut General Statutes.

C. This Agreement may not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE 2**  
**RECOGNITION**

A. The Board recognizes the Union as the exclusive representative of a unit consisting of all registered nurses and nurse practitioners, and head nurse as defined by the Municipal Employee Relations Act employed by the Stratford Board of Education. Unless otherwise indicated, the employees in the above unit shall be hereinafter referred to as the "nurses."

B. 1. All rights, powers, authority and prerogatives of the Board shall continue to remain exclusively vested in the Board unless such rights, powers, authority and prerogatives are relinquished, abridged, limited or modified by the terms and provisions of this Agreement.

2. Such management privileges shall include, among others, to promote, demote, discipline, suspend and discharge for just cause, and to transfer, layoff, and recall employees as may be required in the efficient operation of the Board's business.

C. The Board agrees that the Union, as the exclusive representative of a unit consisting of all registered nurses, nurse practitioners and head nurses as defined by the Municipal Employee Relations Act and excluding temporary substitute nurses, shall have the right to use the school mail boxes for the purpose of communication with the professional staff.

D. When a new employee in a position included in the above-described bargaining unit is hired, the Employer shall provide such employee with a copy of this Agreement. The cost of printing this Agreement shall be shared equally by the parties. If the Union is responsible for printing this Agreement, the Union shall provide the Employer with sufficient copies of the Agreement such that the Employer may comply with this section.

E. At the time a new employee subject to this Agreement is hired, the Employer shall inform said employee that the Employer recognizes and is in a contractual relationship with the Union.

F. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean employees in the bargaining unit covered by this Agreement, as defined in Section A above.

3 The Board will conduct performance appraisals of all Nursing staff on a semiannual and annual basis.

### **ARTICLE 3** **UNION SECURITY AND CHECK-OFF**

A. All employees on the active payroll who are members of the Union on the effective date of this Agreement, or who hereafter become members of the Union, shall as a condition of continued employment maintain their membership in the Union in good standing. All employees on the active payroll who are not members of the Union on the effective date of this Agreement and all new employees hired hereafter, shall as a condition of continued employment either become and remain members of the Union in good standing, or alternatively pay to the Union an agency fee equivalent to the periodic dues uniformly required of members, within thirty (30) calendar days after their date of hire, whichever comes later.

B. For the purpose of this Article, an employee shall be considered a member of the Union in good standing if he tenders his periodic dues and initiation fee uniformly required by the Union Constitution as a condition of membership.

C. An employee who fails to maintain membership in good standing or pay agency fees as required by this Article shall, within twenty (20) calendar days following receipt by the Board of a written demand from the Union requesting their discharge, be

discharged if during such period the required agency fees or dues and initiation fee have not been tendered.

**CHECK-OFF**

A. Upon receipt of a written authorization signed by an Employee in the forms annexed hereto as Exhibit A, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each month starting not earlier than the first pay period following the completion of the Employee's first thirty (30) days of employment, and remit to the Union regular monthly dues and initiation fee, as fixed by the Union, or the service fee for Employees who are not members of the Union in an amount equivalent to regular dues. The initiation fee shall be paid in two (2) consecutive pay periods in approximately equal amounts beginning the month following the completion of the probationary period. Deductions for the initiation fee shall be made from wages payable on the second payday of each month.

If an Employee has insufficient earnings payable in the specified month to equal the initiation fee deduction or dues deduction service fee, as the case may be, the Employer shall have no obligation to make such deduction for the month and the Union shall arrange to collect such initiation fee, dues payment or service fee for such month directly from the Employee.

B. Employees who do not sign written authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union.

C. The Employer shall not be obliged to make deductions of any kind from any Employee who, during any check-off period involved, shall have failed to receive sufficient wages to equal the deduction.

D. The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) any authorized leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions. This provision, however, shall not relieve any Employee of the obligation to make the required dues and initiation payment pursuant to the Union Constitution in order to remain in good standing.

E. It is specifically agreed that the Employer assumed no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an Employee arising from deduction made by the Employer hereunder. Once the funds are remitted to the Union their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

F. The Employer agrees to furnish the Union each month with the names of the newly hired Employees, their addresses, Social Security Numbers, their dates of hire and the names of terminated Employees, together with their dates of termination, and the names of Employees on leaves of absence.

G. Each month the Employer will submit names of all Employees in the bargaining unit, their Social Security Numbers, and the amount of dues, if any, deducted.

H. If dues are not deducted for a member, an explanation should appear in place of the deduction: i.e., New Hire, LOA, Termination, etc.

I. Dues deductions will be made from the second pay of the month based on a written notice from the Union.

J. Monthly dues and the monthly report will be forwarded to the Union by the 15th day of the following month.

**ARTICLE 4**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

A. Definitions:

1. "Grievance" is defined as any dispute between the Board and the Union, or between the Board and any employee or group of employees, concerning the interpretation, application or violation of any provision of this Agreement. No matter shall be subject to the grievance procedure unless taken up within fifteen (15) working days of its most recent occurrence, except in the case of an employee on any authorized leave of absence including sick leave, who shall have up to fifteen (15) working days from the date of his/her return to work to file a grievance that may have developed during his/her absence from work.

B. Purpose:

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances that may arise.

C. Procedure:

The Board and the Union agree that grievances shall be processed as rapidly as possible. However, the time limits specified below may be extended by mutual written agreement. The Board agrees to provide the Union Delegates a copy of written disciplinary action given to an employee.

1. Level I:

A nurse with a grievance shall first discuss it with the Coordinator of Pupil Services, either directly or with her Union delegate present, with the object of resolving the matter. The Coordinator of Pupil Services shall issue a written response within five (5) school days of the Level I meeting.

2. Level II:

If the aggrieved nurse is not satisfied with the Level I response, the grievance may be filed in writing with the Superintendent of Schools within five (5) school days after the Level I response. Within ten (10) school days after receipt of the written grievance, the Superintendent or his/her designated representative shall meet with the aggrieved nurse and her Union delegate and/or organizer in an effort to resolve the grievance. The Superintendent shall issue a written response within five (5) school days of the Level II meeting.

3. Level III:

If the aggrieved nurse is not satisfied with the Level II response, the grievant may file the written grievance with the Board within five (5) school days of the Level II response. Within ten (10) school days after the receipt of the written grievance,

a Committee of the Board shall meet the aggrieved nurse, her delegate and/or organizer in an effort to resolve it. The Board shall issue a written response (within five (5) school days after their regular meeting.)

4. Level IV:

If the response of the Board does not resolve the grievance, the Union may submit the grievance to arbitration by notifying the Superintendent of Schools in writing within twenty (20) school days of the Level III response.

The Board and the Union agree to utilize the services of the American Arbitration Association, in accordance with its administrative procedures, practices and rules. The decision of the Arbitrator shall be final and binding upon both parties.

The Arbitrator shall have no power to add to, delete from or modify in any way any of the provisions of this contract.

The Board and the Union agree to share equally the fees and expenses of the Arbitrator.

D. Grievances involving two or more nurses concerning the same issue, suspensions and terminations, shall be expedited to Level II.

F. A Delegate may be excused to attend disciplinary grievance matters held during the workday without loss of pay.

**ARTICLE 5**  
**HOURS**

A. Work Day

1. The starting time for all personnel covered by the Agreement shall be fifteen (15) minutes prior to the start of the school day and shall end at the latter of thirty (30) minutes after school or when the nurses professional responsibilities are completed.

B. Work Year

Shall be defined as 186 days, in accordance with the school calendar.

Holidays and Vacations

Nurses shall have all holidays and school vacations as provided for in the school calendar.

Attendance Reporting

In the event of the absence of a nurse, a phone call to the substitute service and to the Coordinator of Pupil Services will be required.

Storm Days

On storm days when school has been cancelled, nurses shall not be required to report to work.

C. After School Meetings

1. Nurses may be required to remain after the nurse's working day for up to one and one-half (1.5) hours to attend the following staff meetings:

- a. One (1) day each month - Health Service Meeting called by the Coordinator of Pupil Services and co-facilitated by the Head Nurse.
- b. One (1) day each month - Building meetings called by the school principal unless otherwise excused.
- c. One (1) day each month - Superintendent's General Staff Meeting or other meetings called by the Superintendent.

All after school staff meetings for nurses combined shall not exceed three and one-half (3.5) hours per month. No after school staff meeting, school-wide or departmental, shall take place on any day that is a holiday when nurses are absent because of said holiday.

2. Nurses may be required to attend several meetings (i.e., Open House, Menstrual Hygiene, Sixth Grade Girls Program) each school year. Attendance at other evening meetings shall be at the option of the individual staff member.

D. Lunch Period

Full school day nurses shall have a duty-free lunch period of at least thirty (30) minutes. Nurses may leave the building during their lunch period with the permission of the principal of the building. Such permission shall not be unreasonably denied. In no case will nurses be utilized in a supervisory or other capacity relating to a lunch program.

E. Extra-Curricular Activities

Nurse participation in extra-curricular activities for which no additional compensation is paid shall be strictly voluntary.

**ARTICLE 6**  
**NON-NURSING DUTIES**

The Board and the Union acknowledge that a nurse's primary responsibility is to attend to the health needs of the students and that her/his energies should, to the extent possible, be utilized to this end. Nurses shall not be required to perform large amounts of data entry (i.e. immunization records).

**ARTICLE 7**  
**NURSING ASSIGNMENT AND TRANSFERS**

A. Definition of Assignment

For purposes of this Section, assignment shall mean the placement of a nurse in a particular school/program or for nurses who are normally assigned to more than one school/program, the school programs to which said nurse is assigned.

1. When a vacancy occurs in a bargaining unit position during the school year, the Board will post that vacancy on the Board of Education website for a period of five (5) school days. Vacancies posted from the day after the last day of school to August 15<sup>th</sup> will remain posted for ten (10) business days. Present employees may bid on the vacant position in writing to the Superintendent or his/her designee. The position shall be given to the senior qualified nurse bidding on the position. All nurse positions in town, regardless of the location or the number of hours required, shall be posted. In the event that a private duty nurse position is required to meet the needs of special education students in the school system, such positions may be filled temporarily for a period of 45 days, to allow for the student's assessment. If after the 45 day assessment the determination is made for the student to continue attendance at school with a private duty

nurse, the private duty position shall be posted and awarded in accordance with this article. The Board shall notify the Union whenever a temporary private duty nurse is hired and shall advise the Union of the location and the hours of the position.

During the summer nurses shall be notified in writing by mail, at the address on file with the Board, of any vacancies.

2. Successful bidders for positions will be required to remain in the new position for the school year in which they applied for the position.

B. In the event a vacancy must be filled with a new hire and the qualifying RN has pediatric/school nurse experience, the Superintendent, at his/her discretion, may offer the position at a step two instead of step one.

C. Nurses shall receive the Board's stated mileage allowance for all inter-school travel. Requests for mileage reimbursement shall be approved by the building Principal and submitted to the accounting office.

D. The Board will make every effort to provide qualified nursing supervision that will be available on a daily basis.

## **ARTICLE 8** **PROTECTION**

A. Nurses shall immediately report all cases of assault suffered by them in connection with their employment to the Coordinator of Pupil Services in writing.

B. This report shall be forwarded to the Superintendent and then to the Board which shall comply with any reasonable request from the nurse for information in its

possession relating to the incident or the person(s) involved, and shall act in appropriate ways as liaison between the nurse, police and courts.

C. A nurse who requests legal assistance in matters relating to her/his duties as a Board employee, shall make such request of the Superintendent or his/her designee. Said legal assistance will be provided and the superintendent or his/her designee shall select appropriate representation.

D. The Board, when presented written evidence, will reimburse each Registered Nurse up to One Hundred Fifty Dollars (\$150) and the grand-fathered Nurse Practitioner up to Nine Hundred Dollars (\$900) for the purchase of malpractice insurance, up to 1M/6M coverage, in each year of the Agreement. Such evidence shall be submitted directly to the accounting office.

### **ARTICLE 9** **PERSONAL INJURY BENEFITS**

Whenever a nurse is absent from school as a result of personal injury caused by an accident or an assault arising out of and in the course of her employment, the nurse shall be paid her full salary (less the amount of any workmen's compensation award made for temporary disability due to said injuries) for the period of such absence provided, however, that such period of absence does not exceed six (6) months from the date of injury.

### **ARTICLE 10** **SICK LEAVE**

A. Each nurse shall be entitled to fifteen (15) sick leave days each school year. As of the effective date of this Agreement, unused sick leave days may be accumulated from year to year up to a maximum accumulation of one hundred fifty (150) days, unless

increased by law. Included in the opening of school material for each nurse shall be notification of the total accumulated days of sick leave plus the number of days to be added for the current school year.

B. Upon retirement or death, a nurse or her estate will be paid for accumulated unused sick days up to a maximum of forty-five (45) days.

Employees hired after July 1, 2008 will not be eligible for the payment of unused sick leave described above.

C. In the event of an absence of a nurse for illness in excess of three (3) consecutive working days, the Board may, if it has reasonable cause to believe that there is an abuse of sick leave policy, require an examination by an independent physician or a licensed health care provider, such examination to be at the Board's expense.

D. An employee eligible for sick leave with pay shall be granted such leave for the illness of a member of the employee's immediate family that requires the employee's personal care and attention to a maximum of three days. The employee shall use available sick days.

E. Disability sick leave due to pregnancy shall be treated like any other illness in accordance with the Board of Education FMLA Policy attached hereto as Appendix E. The effective date for the commencement of said leave shall be fixed with the written concurrence of the nurse's physician. The period of disability will normally be six (6) weeks from the date of the child's birth.

**ARTICLE 11**  
**LEAVE OF ABSENCE**

A. Personal Leave.

All nurses may be allowed up to three (3) days leave of absence (non-cumulative) with pay each school year for personal, legal, household or family matters which require absence during school hours. Application for personal leave shall be subject to the approval of the Coordinator of Pupil Services, which shall not be unreasonably denied. Such application shall be made as soon as possible, but in no event less than three (3) school days, before taking such leave (except in the case of emergencies) and the applicant for such leave shall be required to state the reason for taking such leave. Personal days are not intended to be used to extend holidays and/or vacations and in the months of May and June to extend weekends. However, the Board of Education and the Union acknowledge that legitimate reasons may require absence for personal leave on such days with prior approval at the discretion of the Superintendent.

B. Military Reserve Leave

1. Any nurse who is called for military reserve service shall receive the necessary leave to fulfill this military obligation. A copy of military orders and pay scale shall be submitted to the Personnel Office prior to the commencement of such leave.

2. The staff member on an annual two-week training period shall receive a rate of pay equal to the difference between her professional salary and her military pay.

C. Military Leave

Any nurse entering military service shall be reinstated upon return therefrom in a position comparable to that previously occupied by her at a salary thereafter which shall include any salary advance to which she would have been entitled had her employment by the Board not been interrupted by the period of military service.

D. Peace Corps Leave

1. Leave of absence may be granted of up to two (2) years to nurses who join the Peace Corps as full-time participants.

2. No compensation shall be paid for such service.

3. The nurse returning from Peace Corps leave shall be placed on the appropriate step in the salary schedule as though she had been in active service in the system for the period of such leave.

E. Foundation or Scholarship Leave

A nurse may be allowed leave without loss of salary to begin programs of study which result from foundation or scholarship grants with prior approval from the Superintendent of Schools.

F. Jury Duty

In the event that a nurse is called for jury duty, the Board shall pay the difference between her regular rate of pay and jury duty pay. The nurse must present proof of jury duty payment from the Court directly to the Payroll Office in order to receive the differential.

G. Maternity Leave/Child Rearing

1. A nurse who becomes pregnant shall notify the Board of the expected date of delivery and the date she anticipates stopping work.

2. Nurses shall be entitled to a leave of absence without pay beyond the disability sick leave due to pregnancy provided in Article 10 on the following terms and conditions:

a. Leave hereunder shall be for newborn child rearing purposes only.

b. Eligible nurses shall be granted leave hereunder provided notification in writing is given by the nurse to the Superintendent of Schools at the time her disability sick leave due to pregnancy commences pursuant to Article 10, stating her intention to take leave hereunder and stating the date of her return.

c. Leave hereunder shall commence at the end of disability sick leave due to pregnancy pursuant to Article 10, and shall continue until the commencement of the following school year, except, if an eligible nurse commences disability sick leave due to pregnancy on or after April 1 of the school year, leave hereunder shall continue until commencement of the school year commencing one (1) year later.

3. A nurse adopting a child shall be entitled upon written request to the Superintendent of Schools, to thirty (30) days paid leave, said leave to be deducted from sick leave. A nurse fostering a child shall be entitled upon written request to the Superintendent of Schools, to ten (10) days paid leave, said leave to be deducted from sick leave. A leave of absence beyond said thirty (30) or ten (10) days shall be granted provided notification in writing is given by the nurse to the Superintendent of Schools. Duration of said leave shall be until the commencement of the following school year,

except if the leave commences after April 1, it shall continue until commencement of the school year beginning one (1) year later.

4. Nurses on maternity or adoption/fostering leave shall notify the Board of Education in writing by May 1 of their intent to return to their position for the following school year. Failure to do so will result in loss of their position in the Stratford School System.

H. Except as otherwise provided above, the Board's present policy in regard to leaves of absence shall be continued for the term of this Agreement.

I. Death in Family

1. Employees shall be paid funeral leave of four (4) days for immediate family. "Immediate family" is defined for the purpose of this Article to mean: husband, wife, mother, father, grandmother, grandfather, sister, brother, son, daughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, any individual domiciled in the employee's household, grandchildren and step family. Unusual circumstances beyond these relatives shall be at the discretion of the Superintendent.

2. Employees shall be granted paid funeral leave of two (2) days for other close relatives such as sister-in-law, brother-in-law, nieces or nephews. Close relatives permanently living in the employee's household are considered "immediate family." Employees shall be granted paid funeral leave of two (2) days for other close relatives.

3. Reasonable travel time may be granted for out-of-state travel.

4. An employee requesting leave for a death in the family shall inform the Coordinator of Pupil Services as soon as possible and shall indicate the relationship.
5. In the case of a death of a faculty member, a building representative may attend the funeral with the approval of the Superintendent.

J. Obligatory Religious Holidays

Employees may take a personal day per Article 11(A), if available, for obligatory religious observances. If a personal day is not available the employee may take the day for obligatory religious observance without pay.

K. Other Leaves of Absence

The Superintendent may grant a leave of absence without pay to any employee upon his/her request for a period not to exceed one (1) year. Upon expiration of any approved leave of absence without pay, if so requested by the employee, he/she shall be reinstated in the position held at the time such leave was granted, or in an equivalent position, provided he/she has the ability to discharge his/her duties.

Employees who are granted leaves of absence of six months or less shall be reinstated in the position held at the time the leave was granted.

During such leave of absence, such employee shall accumulate his/her seniority. His/her reemployment shall be subject only to the condition that he/she is able to perform the duties required of him/her.

a. Employees who are granted leaves of absences for less than thirty (30) days, the Board will pay for insurances and other contractual fringe benefits.

b. Employees who are granted leaves of absences for a period of time that exceeds thirty (30) days will be responsible for payment for their own fringe benefits effective thirty (30) days after such leave begins. (COBRA benefits as provided under law.)

L. Union Business Leave

The Union Delegates shall be allowed three (3) working days with pay every year for Union seminars, conventions, and educational programs.

Union business of an urgent nature may be conducted by Union Delegates during the course of the work day with the approval of the Principal or Coordinator of Pupil Services

**ARTICLE 12**  
**REDUCTION IN FORCE AND RECALL PROCEDURE**

A. Reduction in Force

1. In the event that it becomes necessary to reduce the number of nurses within the school system, and such cannot be accomplished through attrition, the following procedures and provisions will apply:

a. If a reduction in the number of nurses is required, temporary then probationary employees must be laid off first before any member is laid off.

b. Layoff of members shall be done in reverse seniority, from least senior to most senior.

c. Seniority is defined as the length of continuous service from most recent date and time of hire.

d. Where possible, the Board shall provide at least four (4) weeks notice in writing to any nurse that is to be laid off as well as the Union. The Union may request a meeting to discuss the layoff.

B. Recall

The Board will maintain a list of all bargaining unit employees who have been separated as a result of the above procedure. Each separated employee shall accrue seniority and remain on the recall list for a period of two (2) school years following a layoff except as provided below:

1. In the event a laid-off employee is notified through certified letter by the Board of a position available for them to fill, and said employee refuses to resume work in such a position, the employee will forfeit their place on the recall list and the Board will not be bound to offer future positions to the same laid-off employee.

C. Seniority Lists

The Board will provide a seniority list to the Union and Union Delegate no later than November 15 of each school year. Any nurse who disagrees with the data provided on such list for herself/himself must notify the Board of such a disagreement within fourteen (14) days of transmittal of the list by the Board. Any disputes arising out

of the application of this article shall be subject to the Grievance and Arbitration procedure of this Agreement.

**ARTICLE 13**  
**PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT**

A. The Board shall pay (up to a maximum of Five Hundred Dollars (\$500.00) for any one school year for any one nurse) one-half (1/2) of the cost of tuition for in-service courses or courses at accredited colleges, universities or professional training schools which are recommended by the Administration or which are taken with the advance approval of the Superintendent for the specific purpose of improving the nurse in her/his immediate assignment. It is expressly understood that this Section shall not apply to courses that are included in determining a nurse's level of professional preparation for salary purposes.

B. The Board shall pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by nurses who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the Coordinator of Pupil Services and the Superintendent.

C. To the extent possible, nurses shall be granted leave of at least one (1) day per year for the purpose of visiting other schools or attending meetings or conferences of an educational nature. The number of nurses allowed to leave at any one time shall be within the discretion of the administration.

D. The Board will support at least five (5) hours of in-service programs per year which will benefit the nurse/nurse practitioner and improve the quality of care, and

will provide release time for an effective in-service program. Said in-service programs may be applied to the nurse CEU's. Nurses shall have the option to spend Professional Development Days working at their respective schools.

E. Once per year the nurses shall meet with the Board's Medical Advisor to discuss current nursing issues concerning the care of students. The agenda topics will be chosen and agreed by the Head Nurse and the Coordinator of Pupil Services.

#### **ARTICLE 14** **FRINGE BENEFITS**

A. 1. The Board will offer a High Deductible Health Care Plan coupled with a Health Savings Account (HDHP/HSA) for employees (.5FTE or greater) and his/her dependents. The plan shall have the following annual deductibles and co-pays:

- \$1,500 individual; \$3,000 for two-person or family coverage.
- The employee is responsible for 25% of the annual deductible for 2012-13; for 2013-14 the employee is responsible for 50% of the annual deductible; for 2014-15 the employee is responsible for 50% of the annual deductible; for 2015-16 the employee is responsible for 50% of the annual deductible.

After the annual plan deductibles are met, prescription co-pays include \$10.00 (generics), \$20.00 (preferred), and \$30.00 (non-preferred).

In addition, as part of the HDHP/HSA, there is an out of network plan described as follows:

- Co-payment of \$1,500 per person and \$3,000 per family, with out of network payments of 80%/20% and an annual maximum out-of-pocket expenditure of \$1,600 per individual and \$3,200 per family

- Prescription co-pays are excluded from the annual out of pocket maximums. Co-pays continue throughout the plan year.
- Lifetime maximum per member: Unlimited

2. Each employee shall contribute a co-payment to the cost of such health insurance benefits as follows:

7/1/12	15%
7/1/13	15%
7/1/14	15%
7/1/15	15%

3. The Board agrees to pay the cost for individual or family coverage for a full service Dental Care Program, including Rider A, equivalent to the plan which was in effect on June 30, 2012.

B. The Board agrees to pay the full cost of the Group Life Insurance Plan for all nurses. The life insurance coverage will provide each nurse with Twenty Five Thousand Dollars (\$25,000) life insurance with a double indemnity feature.

C. Nothing in this Agreement shall be construed to prohibit the Board from changing insurance carriers, provided that any such change will be equivalent to the present coverage. For this purpose, the term "equivalent" means equal or better in function and benefits to members of the bargaining unit. The Union will be notified and consulted regarding any proposed change of insurance carrier not less than ninety (90) days prior to any implementation. Any dispute regarding "equivalency" shall be resolved through the grievance procedure at the arbitration level, prior to implementation of any such change.

In any event, changes in any carrier for a specific type of coverage will be made no more than once in any two-year period.

1. Notwithstanding the above, nurses may elect to waive, in writing, all health insurance coverages provided for under this Contract, and in lieu thereof, may receive an annual payment of One Thousand Dollars (\$1,000) in cash. Over the term of this Agreement, as long as seven (7) or more nurses waive health insurance, the annual payment shall be increased to Two Thousand Dollars (\$2,000). Payment to those employees waiving such coverage shall be made in equal payments during the months of November, January, April and June.

2. Notice of intention to waive insurance coverage must be sent to the Superintendent or his/her designee not less than ninety (90) calendar days before such waiver is to take effect, subject, however, to any regulations or restrictions which may be prescribed by the appropriate insurance carriers.

3. Any nurse may elect to resume board-provided insurance coverage upon written notice to the Board of Education. Upon receipt of such notice, insurance coverage shall be reinstated as soon as possible, subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers.

D. Insurance for Retirees

The Board agrees to pay the following to all retired nurses hired prior to July 1, 2012:

1. Fifty percent (50%) of the cost, for the employee only, of all fringe benefits listed in Article 14, Paragraph A up to age sixty-five (65).

2. After age sixty-five (65) the Board shall pay fifty percent (50%) of the cost, for the employee only, of the Health Net Plan or an equivalent Medicare supplement plan which is available to the retiree and/or Board. The retiree shall fully cooperate with the Board in order to seek and apply for all forms of Medicare or similar coverage that may be available.

3. For purposes of this agreement, “retiree” wherever used shall mean as being eligible for immediate retirement benefits under the terms and provisions of the Town Pension Plan and/or the Defined Contribution Plan.

4. Nurses hired on or after July 1, 2012 are not eligible for retiree health and dental insurance benefits.

## **ARTICLE 15** **PENSIONS**

### **Section 15.1**

The Union and the Board agree that all the terms and provisions of the Town Pension Plan titled, Town of Stratford Retirement Plan revised January 1, 1999, shall apply to members of the bargaining unit eligible to join said Plan as well as Appendix F-IV of said Plan.

### **Section 15.2**

For those employees hired after November 1, 2000, they shall participate in the Board of Education Defined Contribution Plan.

**ARTICLE 16**  
**WAGES**

The salaries of all employees covered by this Agreement are set forth in Appendix A through Appendix D, as attached to this Agreement and made a part hereof.

Wage Increases as Follows:

July 1, 2012 - 0% and no step

July 1, 2013 - Step only and 2% at top step

July 1, 2014 - Step only and 2% at top step

July 1, 2015 - Step only and 2% at top step

A. Starting with six (6) through twentieth (20) years of service all nurses shall receive a longevity payment as follows:

6 years	\$ 600
7 years	650
8 years	700
9 years	750
10 years	790
11 years	820
12 years	850
13 years	880
14 years	910
15 years	940
16 years	970
17 years	1000
18 years	1030
19 years	1060
20 years	1090

This longevity payment shall be made by separate check on the first pay period of December.

Employees hired after July 1, 2008 shall not be eligible to receive longevity payments.

B. The Head Nurse shall receive a stipend of Three Thousand Five Hundred Dollars (\$3,500) per school year, in addition to her regular salary. One-half the stipend shall be paid the first pay period of the school year and the second half shall be paid the first pay period of January.

C. Work outside of the regular workday (i.e. home visit, hospital transport) will be paid at the per diem rate.

**ARTICLE 17**  
**GENERAL**

A. All new appointments shall be subject to a probationary period of sixty (60) days and shall have no seniority rights or recourse for grievance during this period. During such probationary period, it shall be the sole responsibility of the Board to evaluate performance.

B. The Board and the Union agree that there shall be no discrimination because of race, sex, age, religion, national origin, sexual preference, political affiliation, physical handicap or marital status.

The Board agrees not to discriminate against any member of the bargaining unit because of membership in the Union or for exercising one's right(s) in accordance with this Agreement.

C. The Board agrees that every reasonable effort shall be made that nurses are provided equipment and adequate supplies to promote safe health practices.

D. At least one complete file shall be available to a nurse upon request. Such file may contain notes, records, and other documentation of a nurse's performance. No

adverse material which has not been provided to the nurse, and which is not contained in the complete file may be used in any disciplinary action. The nurse may request and receive copies of any part or all of the information in her file.

E. The Board and the Union agree to establish a labor/management committee. The committee shall consist of three (3) members from the Union and an equal number from management. The committee shall meet at least three (3) times during the school year and on other mutually agreed to days.

The purpose of the meetings shall be to discuss professional nursing issues and other items that may be of a mutual concern.

F. The Stratford Board of Education and The Union agree that is in the best interest of the student population to have well trained and oriented nurses. Therefore the parties agree that new hires shall have no less than two (2) school days of paid orientation and training during regularly scheduled working hours under a senior nurse in the school to which the new hire is assigned. The senior nurse shall be designated by the Coordinator of Pupil Personnel Services. Efforts to secure a substitute nurse shall be made by the Board to fill the vacancy left in the school of the senior nurse for the two (2) days of the training period.

G. The schedule of the Head Nurse will be adjusted with the approval of the building administrator and the Coordinator of Pupil Personnel Services to conduct site visits for the purpose of assisting new nurses and providing clinical support to all school nurses within their school assignments in accordance with established practices and procedures. Initial site visits at the start of the school year will be conducted in

conjunction with the Coordinator of Pupil Personnel Services and be scheduled for no more than a half day per week, until each site has been visited during the months of September and October. Subsequent visits will be scheduled with the approval of the building administrator and notification to the Coordinator of Pupil Personnel Services to determine if the Head Nurse is to visit the site independently or in conjunction with the Coordinator of Pupil Personnel Services. Release time for the Head Nurse is not to exceed 4 hours per month.

H. The Coordinator of Pupil Personnel Services and the Head Nurse shall regularly meet by mutual agreement to discuss issues of nursing practices and procedure changes which would impact school nurses. These meetings will be after school hours whenever possible.

I. Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that employees of the Board have enjoyed heretofore, unless such right, benefit or privilege has been superseded by a provision of this Agreement. Prior practice shall be defined as:

1. A consistent and ascertainable course of conduct;
2. Engaged in for some reasonable length of time;
3. Of which both parties are aware;
4. Which does not vary the express, written terms of the labor agreement;
5. Which is in respect to a given set of specific circumstances and conditions.

G. The Board reserves the right to eliminate the School Nurse Practitioner salary schedule for current and future employees. The current Nurse Practitioner will be grandfathered in at the existing School Nurse Practitioner salary schedule.

**ARTICLE 18**  
**DURATION**

The provisions of this Agreement shall be effective as of July 1, 2012 except as otherwise noted and shall continue and remain in full force and effect through June 30, 2016.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

NEW ENGLAND HEALTH CARE EMPLOYEES  
UNION, DISTRICT 1199 SEIU/CTW

STRATFORD BOARD OF  
EDUCATION

By: \_\_\_\_\_  
David Pickus, President

By: \_\_\_\_\_  
Stratford Board of Education

By: \_\_\_\_\_  
Stratford Board of Education

APPENDIX A

2012- 2013 School Year

SALARY SCHEDULE – NURSES, R.N.

<u>STEP</u>			<u>PER DIEM</u>
1	\$40,366.19	divided by 186 days =	\$217.02
2	\$41,753.27	divided by 186 days =	\$224.48
3	\$43,146.69	divided by 186 days =	\$231.97
4	\$44,538.85	divided by 186 days =	\$239.46
5.	\$46,009.41	divided by 186 days =	\$247.36
6	\$48,705.18	divided by 186 days =	\$261.86
7	\$50,097.20	divided by 186 days =	\$269.34
8	\$51,490.76	divided by 186 days =	\$276.83
9	\$52,881.66	divided by 186 days =	\$284.31
10	\$54,467.62	divided by 186 days =	\$292.84
11	\$56,101.73	divided by 186 days =	\$301.62

APPENDIX B

2013- 2014 School Year

SALARY SCHEDULE – NURSES, R.N.

<u>STEP</u>			<u>PER DIEM</u>
1	\$40,366.19	divided by 186 days =	\$217.02
2	\$41,753.27	divided by 186 days =	\$224.48
3	\$43,146.69	divided by 186 days =	\$231.97
4	\$44,538.85	divided by 186 days =	\$239.46
5.	\$46,009.41	divided by 186 days =	\$247.36
6	\$48,705.18	divided by 186 days =	\$261.86
7	\$50,097.20	divided by 186 days =	\$269.34
8	\$51,490.76	divided by 186 days =	\$276.83
9	\$52,881.66	divided by 186 days =	\$284.31
10	\$54,467.62	divided by 186 days =	\$292.84
11	\$57,223.76	divided by 186 days =	\$307.65

APPENDIX C

2014- 2015 School Year

SALARY SCHEDULE – NURSES, R.N.

<u>STEP</u>			<u>PER DIEM</u>
1	\$40,366.19	divided by 186 days =	\$217.02
2	\$41,753.27	divided by 186 days =	\$224.48
3	\$43,146.69	divided by 186 days =	\$231.97
4	\$44,538.85	divided by 186 days =	\$239.46
5.	\$46,009.41	divided by 186 days =	\$247.36
6	\$48,705.18	divided by 186 days =	\$261.86
7	\$50,097.20	divided by 186 days =	\$269.34
8	\$51,490.76	divided by 186 days =	\$276.83
9	\$52,881.66	divided by 186 days =	\$284.31
10	\$54,467.62	divided by 186 days =	\$292.84
11	\$58,368.24	divided by 186 days =	\$313.81

APPENDIX D

2015- 2016 School Year

SALARY SCHEDULE – NURSES, R.N.

<u>STEP</u>			<u>PER DIEM</u>
1	\$40,366.19	divided by 186 days =	\$217.02
2	\$41,753.27	divided by 186 days =	\$224.48
3	\$43,146.69	divided by 186 days =	\$231.97
4	\$44,538.85	divided by 186 days =	\$239.46
5.	\$46,009.41	divided by 186 days =	\$247.36
6	\$48,705.18	divided by 186 days =	\$261.86
7	\$50,097.20	divided by 186 days =	\$269.34
8	\$51,490.76	divided by 186 days =	\$276.83
9	\$52,881.66	divided by 186 days =	\$284.31
10	\$54,467.62	divided by 186 days =	\$292.84
11	\$59,535.60	divided by 186 days =	\$320.08

**APPENDIX - E**

**STRATFORD BOARD OF EDUCATION**

**FAMILY AND MEDICAL LEAVE ACT  
(FMLA)**

**POLICY**

**NOTICE:**

Nothing contained in this booklet other than the Federal requirements is intended.

The Stratford Board of Education intends to continue the plans described in this brochure indefinitely. But, since the future is unpredictable, the Board of Education reserves the right to change, suspend or end any plan, or any provision, benefit coverage or contributions under any plan at any time. This reservation applies to benefit for retirees. Retirees have no vested right to benefit plans.

In the event of conflict between these regulations and Federal law, the Federal law will prevail.

Neither this brochure nor any of the underlying plan documents constitutes a contract of employment.

Replaces Existing Policy dated September 27, 2004

Approved by the Stratford Board of Education, February 28, 2005

The Stratford Board of Education provides leaves of absences for certain family and medical reasons. In granting and administering such leaves, the Board will comply with the Federal Family Medical Leave Act of 1993. An employee who anticipates a leave should check with the Personnel Department to determine how the following guidelines apply to his or her specific circumstance.

## Basic Family and Medical Leave

**The Basic Entitlement:** An eligible employee is entitled to unpaid leave, however the Board of Education reserves the right to concurrently charge accrued sick, vacation, and personal time:

- To care for his or her child after birth or placement for adoption or foster care;
- To care for his or her son, daughter, spouse, or parent who has a serious health condition; or
- When a serious health condition makes the employee unable to do his or her job.

(“FMLA Leave”). When FMLA Leave applies, an employee will be entitled to up to 12 workweeks of unpaid leave during a 12 month period. Unless otherwise provided, the period during which an employee may take FMLA Leave will be determined on a rolling basis, measured backwards from the date upon which an employee uses any leave. For instance, an employee requiring FMLA in April will be entitled to up to 12 workweeks of leave less any leave taken since April of the prior year.

**Eligibility Requirements:** In order for an employee to be eligible for FMLA Leave, he or she must have been employed by the Stratford Board of Education for at least one year and must have worked a minimum of 1,250 hours during the previous 12 months. Leave entitlements may be limited in certain cases where both a husband and a wife are employed by the Board of Education and each is entitled to FMLA Leave. Note: This provision shall not apply to teachers in the context of a childrearing leave, which instead shall be governed by the collective bargaining agreement.

**Serious Health Condition:** A serious health condition includes an illness, injury, impairment, or physical or mental condition involving any period of incapacity or treatment

related to in-patient care in a hospital, hospice, or resident medical care facility. It also includes any incapacity that requires the individual to be absent from work, school, or other regular daily activities for more than three calendar days so that the individual may receive continuing treatment from a health care provider. This can be a single treatment of more than three days, or a program of continuing treatment for a chronic or long-term health condition that is incurable or so serious that it would result in incapacity if not treated. It also includes treatment for prenatal care.

**Advance notice:** An employee who anticipates the need for FMLA Leave is required to request leave from the Personnel Department at least 30 days before the leave begins. If the need could not have been foreseen, the employee must make the request as early as possible, normally no more than one or two days after becoming aware of the need. Exceptions will be only in extraordinary circumstances.

**Medical Certification:** An employee taking FMLA Leave, maternity leave, or sick leave of more than five consecutive Stratford Board of Education work days must submit a written request and medical certification to the Personnel Department, unless otherwise allowed by collective agreement. The request must contain the reason for the leave, the length of the leave, and must contain or have attached a medical certification from a health care provider explaining the anticipated length of the absence and a brief description of the circumstances surrounding the request. The Stratford Board of Education may require an employee to obtain a second or third opinion at the Board of Education's expense. Note: This provision shall not apply to teachers in the case of the birth of a child, or the employee's own illness in which case the past practice between the parties shall control and teachers shall not be obligated to submit the medical certification form attached to this policy.

**Other Medical Certification:** While an employee is out on leave, the Board of Education may require additional reports regarding the employee's status and intent to return to work. For instance, the Board may require the employee to provide recertification(s) from a health care provider. The recertification must contain a status of the employee's condition, a verification of his or her inability to perform job functions, and an explanation that the leave must be continued. An employee who took FMLA Leave because of his or her own serious health condition will not be allowed to return to work without medical clearance. Note: In the context of childrearing leave, the recertification requirements shall not apply to teachers; rather the past practice shall control and teachers shall not be obligated to submit the medical certification form attached to this policy.

**Paid Leave Substituted for FMLA Leave:** Unless the employee is receiving Workers' Compensation or other disability benefits, the Board will substitute earned-paid leave for FMLA Leave as set forth below.

- The Board will substitute vacation leave when an employee cares for his or her child after the birth or placement for adoption or foster care; and/or when an employee cares for his or her son, daughter, spouse, or parent who has a serious health condition.

- The Board will substitute both vacation and sick leave when a serious health condition makes an employee unable to do his or her job.

In all cases where an employee is eligible for both paid leave and FMLA Leave, the Board will charge the paid leave against the employee's total FMLA Leave entitlement. In the event that no paid leave of any sort is available to an employee to substitute for FMLA Leave, FMLA Leave will be unpaid.

In cases where an employee is taking unpaid leave granted at the discretion of the Board of Education, and such leave would also qualify as FMLA Leave, the leave will be counted against an employee's total FMLA Leave entitlement.

The Board of Education will notify the employee that paid or unpaid leave is being substituted for, and counted against, FMLA Leave. Under most circumstances, this notice will be provided within four business days of the Board of Education learning that the FMLA Leave is being taken. The Board will normally notify the employee in writing or confirm oral notification in writing.

**Intermittent Leave:** Leave taken intermittently or on a reduced work schedule is permitted under this policy. In these cases, the Board will charge the leave against an employee's FMLA entitlement in units of one hour. That is, an employee who takes two and one-half hours leave as intermittent FMLA Leave will be charged three hours of FMLA Leave. Note: This provision shall not apply to teachers in the context of the employee's own illness; in that case the past practice shall control.

**Health Benefits:** The Board of Education will not discontinue group health insurance benefits during an employee's FMLA Leave. Employees making co-pay contributions to their health insurance must continue to do so. If paid leave is substituted for FMLA Leave, any co-pay contributions will be paid by the method used prior to the leave (payroll deduction). If the FMLA Leave is unpaid, insurance payments must be paid in the manner the Board designates. The Board will notify the employee in writing of the terms and conditions by which these payments must be made. If an employee chooses not to return to work after taking FMLA Leave, the employee will be required to reimburse us for premiums the Board of Education paid to maintain his or her health coverage.

**Returning to the Job:** An employee returning from FMLA Leave will be returned to his or her same position or to an equivalent position, except after a medical leave where the employee is medically unable to perform his or her original job. In such case, the Board will transfer the employee to suitable work, if available. If the employee would not have been employed at the time he or she returned from work, then the Board may not reinstate him or her. For example the Board of Education has no obligation to reinstate an employee who would have been laid off during his or her FMLA Leave.

Some higher-paid employees are considered "key employees". Such an employee will be advised at the beginning of his or her FMLA Leave that he or she is a key employee and, on that

basis, may be denied restoration to the employee's position if the restoration will cause substantial and grievous economic injury to the Board of Education.

An employee who is unable to return to work after exhausting his or her FMLA Leave entitlement or who would not otherwise have been employed, will be separated from employment unless the Board has granted an extension of leave.

Note: In the case of a teacher returning to work in the same school year the leave commences, the teacher shall be returned to his/her same assignment in accordance with past practice. If the teacher returns to work after the school year in which the leave commences, it is in the Board's discretion whether to return the teacher to the same assignment or a comparable one.

### ***Maternity Leave and Transfer***

**The Basic Entitlement:** Employees are entitled to a reasonable leave of absence for disability resulting from pregnancy, which may occur both before and after birth of the child. An employee taking such leave must provide a medical certification from a health care provider in the same manner she would for FMLA Leave. Note: As noted above, the medical certification requirement of this policy shall not apply to teachers in the case of the birth of a child; rather, the past practice between the parties shall control.

**Interaction with the FMLA:** When an employee's disability also qualifies as a serious health condition under this policy, more than one type of leave shall run concurrently. When this happens, the leave will be counted against the employee's FMLA entitlement.

**Disability Benefits:** While on maternity leave, an employee will be eligible to receive the same disability benefits as an employee on a medical leave of absence. In the event no paid days are available, leave will be unpaid.

**Return to Work:** See "returning to the job" above.

**Transfer:** If a pregnant employee reasonably believes that continued work in her current position might cause injury to herself or the fetus, she should give written notice to the Board of Education. The Board will make a reasonable effort to transfer the pregnant employee to a suitable temporary position. Such an employee will not be eligible for a transfer without providing us written notice. Note: This provision shall not apply to teachers; rather the past practice between the parties shall control.



If so, give the probable duration:

(c). If the condition is a chronic condition (condition #4) or pregnancy, state whether the patient is presently incapacitated and the likely duration and frequency of the incapacity:

6. (a). If additional treatments will be required for the condition, provide an estimate of the probable number of such treatments.

(b). If the patient will be absent from work or other daily activities because of treatment or on an intermittent or part-time basis, also provide an estimate of the probable number and interval between such treatments, actual or estimated dates of treatment, if known, and period required for recovery, if any.

(c). If any of these treatments will be provided by another provider of health services (e.g., physical therapist) please state the nature of the treatments.

(d). If a regimen of continuing treatment by the patient is required under your supervision, provide a general description of such regimen (prescription drugs, physical therapy, requiring special equipment):

7. (a). If medical leave is required for the employee's absence from work because of the employee's own condition (including absences due to pregnancy or a chronic condition), is the employee unable to perform work of any kind?

(b). If able to perform some work, is the employee unable to perform any one or more of the essential functions of the employee's job (the employer should supply you with information about the essential job functions)?

If yes, please list the essential functions the employee is unable to perform:

(c). If neither (a) nor (b) applies, is it necessary for the employee to be absent from work for treatment?

8. (a). If leave is required to care for a family member of the employee with a serious health condition, does the patient require assistance for basic medical or personal needs or safety, or for transportation?

(b). If no, would the employee's presence to provide psychological comfort be beneficial to the patient or assist in the patient's recovery?

(c). If the patient will need care only intermittently, or on a part-time basis, please indicate the probable duration of this need:

---

Signature of Health Care Provider

---

Type of Practice

---

Address

---

Telephone number

To be completed by the employee needing family leave to care for a family member.

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule:

---

Employee Signature

---

Date

## **DEFINITION OF “SERIOUS HEALTH CONDITION”**

*A “Serious Health Condition” means an illness, injury, impairment, or physical or mental condition that involves one of the following:*

1. Hospital Care

In-patient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity, or subsequent treatment in connection with, or consequence to such in-patient care.

2. Absence Plus Treatment

- a. A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:
- (1) Treatment two or more times by a health care provider, by a nurse or physician’s assistant under direct supervision of a health care provider, or by a provider of health care services (physical therapist) under orders of, or on referral by, a health care provider; or
  - (2) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

3. Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

4. Chronic Conditions Requiring Treatments

A chronic condition which:

- (1) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider.
- (2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
- (3) May cause episodic rather than a continuing period of an incapacity (asthma, diabetes, epilepsy, etc).

5. Permanent Long-term Conditions Requiring Supervision

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving action treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider, or by a provider of health care services under orders of, or on referral by a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy) or kidney disease (dialysis).

**REQUEST FOR AND/OR RESPONSE TO  
FAMILY AND MEDICAL LEAVE ACT (FMLA)**

The employer or employee may initiate a FMLA request Leave by filling out the information contained in the box below. The remainder of the form is for use by the employer when responding to a FMLA Leave request from an employee.

**Request**

Employee requesting FMLA Leave: \_\_\_\_\_

(Employee's name)

Please be advised that as of \_\_\_\_\_, I give you notice of my need to take family/medical leave due to: (Today's date)

- the birth of a child, or the placement of a child for adoption or foster care; or
- a serious health condition that makes you unable to perform the essential functions of your job, or
- a serious health condition affecting my  spouse,  child,  parent, for which I am needed to provide care.

I need this leave beginning on \_\_\_\_\_, and I expect the leave to (Date)

continue until on or about \_\_\_\_\_.  
(Date)

**RESPONSE**

TO: \_\_\_\_\_  
(Employee's name)

FROM: \_\_\_\_\_  
(Name of appropriate employer representative)

SUBJECT: Request For Family/Medical Leave

On \_\_\_\_\_, you notified us of your need to take family/medical leave due to:  
(Date)

- the birth of a child, or the placement of a child for adoption or foster care; or
- a serious health condition that makes you unable to perform the essential functions of your job, or
- a serious health condition affecting your  spouse,  child,  parent, for which you are needed to provide care.

You notified us that you need this leave beginning on \_\_\_\_\_, and that  
(Date)

you expect the leave to continue until on or about \_\_\_\_\_.  
(Date)

Except as explained below, you have a right under the FMLA to receive up to 12 workweeks of unpaid leave in a 12-month period for the reasons listed above. Also, your health benefits will be maintained during any period of unpaid leave under the same conditions as if you continued to work and you will be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from leave unless you are medically unable to perform your job, or you would not have been employed at the time of your return regardless of the leave. If you do not return to work following FMLA Leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA Leave; or (2) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA Leave.

This is to inform you that: (check appropriate boxes; explain where indicated)

1. You are  eligible  not eligible for leave under the FMLA.
2. The requested leave  will  will not be counted against your annual FMLA Leave entitlement.
3. (a). You  will  will not be required to furnish medical certification of a serious health condition. If required, you must furnish certification by

\_\_\_\_\_ (insert date) (must be at least 10 days after you are notified of this requirement) or the Board may delay the commencement of your leave until the certification is submitted.

(b) You  have  have not yet furnished us with medical certification and it  is  is not satisfactory.

4. You may elect to substitute accrued paid/unpaid leave for unpaid FMLA Leave. The Board  will  will not require that you substitute accrued paid/unpaid leave for unpaid FMLA Leave. If accrued leave will be used, the following conditions will apply: (Explain which leave will be substituted, and any other relevant conditions.)
  
5.
  - (a) If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA Leave. Arrangements for payment have been discussed with you and it is agreed that you will make premium payments as follows: (Set forth dates, the 10<sup>th</sup> of each month, or pay periods, etc. that specifically cover the agreement with the employee.)
  
  - (b) You have a 30-day grace period in which to make payment. If payment has not been made timely, your group health insurance may be cancelled, or, at our option, the Board may pay your share of the premiums during FMLA Leave, and recover these payments from you upon your return to work.
  
  - (c) The Board  will  will not pay your share of the premiums for your health insurance while you are on leave.
  
  - (d) The Board  will  will not do the same with other benefits (life insurance, disability, insurance, etc.) while you are on FMLA Leave. If the Board does, when you return from leave you will be expected to reimburse us for the payments made on your behalf.
  
6. You  will  will not be required to present a fitness-for-duty certificate prior to being restored to employment. If such certification is required but not received, your return to work may be delayed until such certification is provided.
  
7.
  - (a) You  are  are not a “key employee” as described in §825.218 of the FMLA regulations. If you are a “key employee”, restoration to employment may be denied following FMLA Leave on the grounds that such restoration will cause substantial and grievous economic injury to the Board of Education.
  
  - (b) The Board  have  have not determined that restoring you to employment at the

conclusion of FMLA Leave will cause substantial and grievous economic harm to us.

(Explain (a) and/or (b) below.)

8. You  will  will not be required to furnish us with periodic reports of your status and intent to return to work every 30 days while on FMLA Leave.
  
9. You  will  will not be required to furnish recertification every 30 days relating to a serious health condition. (Explain below, if necessary).

# EXHIBIT A

## CHECK-OFF AUTHORIZATION FOR DUES

**New England Health Care Employees Union, District 1199**  
 77 Hayshope Avenue, Hartford, CT 06106  
 1201 Elmwood Avenue, Providence, RI 02907

**Application For Union Membership or Acknowledgement Of Obligation  
 To Pay Dues Or Appropriate Agency Fees To The Union  
 (Private Sector)**

If your collective bargaining contract contains a union shop provision, you must pay dues or appropriate agency fees to the union in order to work in the bargaining unit. You do not have to apply for union membership in order to work in the bargaining unit. Payment of regular union dues or appropriate agency fees will satisfy your obligation under the contract. However, only union members can run for any union office or vote on contract demands, negotiating committees, contract settlements, strike calls, union representatives, Delegates or dues schedules.

Please fill in the following information and then check one of the boxes below:

Name \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_  
 Address \_\_\_\_\_ Apt # \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone # ( ) \_\_\_\_\_  
 Agency/Facility \_\_\_\_\_ Shift \_\_\_\_\_  
 Work Site/Dept. \_\_\_\_\_ Job Title \_\_\_\_\_  
 Date Hired \_\_\_\_\_ Wage Per Hour \_\_\_\_\_ Hours Per Week \_\_\_\_\_

1.  I wish to become a union member.  
 I hereby accept membership in the New England Health Care Employees Union, District 1199, and designate District 1199 to act for me as collective bargaining agent in all matters pertaining to conditions of employment. I hereby pledge to abide by the By-Laws of the New England Health Care Employees Union, District 1199.  
 Signed \_\_\_\_\_ Date \_\_\_\_\_
2.  I choose not to become a union member but will pay regular union dues.  
 Signed \_\_\_\_\_ Date \_\_\_\_\_
3.  I choose not to become a union member but will pay appropriate agency fees.

The union will notify you, in writing, of the amount of the appropriate agency fees, as well as your right to contest the amount of the agency fees calculated by the union.  
 Signed \_\_\_\_\_ Date \_\_\_\_\_

**CHECK-OFF AUTHORIZATION FOR DUES**  
 (This Dues Check-Off Authorization is  
 for Employees who checked Boxes 1 or 2 on this card.)

You are permitted to pay by means other than check-off authorization but, if you do not utilize the check-off procedure, you must make alternative arrangements to pay dues or appropriate agency fees to the union.

TO: \_\_\_\_\_  
 (Employer's Name)

You are hereby authorized and directed to deduct an initiation fee from my wages or salary as required by the New England Health Care Employees Union, District 1199 as a condition of membership and, in addition thereto, to deduct each month my monthly membership dues from my wages or salary and to remit all such deductions so made to the New England Health Care Employees Union, District 1199 no later than the tenth of each month immediately following the date of deduction. This authorization shall be irrevocable for a period of one (1) year or until the termination of the collective bargaining agreement, whichever is sooner, and shall, however, renew itself from year to year unless the employee gives written notice addressed to the New England Health Care Employees Union, District 1199 at least fifteen (15) days prior to any termination date of the revocation of this authorization.

Name \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_  
 Address \_\_\_\_\_  
 Agency/Facility \_\_\_\_\_  
 Work Site/Dept. \_\_\_\_\_ Job Title \_\_\_\_\_  
 Signed \_\_\_\_\_ Date \_\_\_\_\_

**CHECK-OFF AUTHORIZATION FOR AGENCY FEES**  
 (For Employees who checked Box 3 on the front of this card.)

You are permitted to pay by means other than check-off authorization, but if you do not utilize the check-off procedure you must make alternative arrangements to pay appropriate agency fees to the union.

TO: \_\_\_\_\_  
 (Employer's Name)

You are hereby authorized and directed to deduct agency fees from my wages or salary as required by the New England Health Care Employees Union, District 1199 and to remit all such deductions so made to the New England Health Care Employees Union, District 1199 no later than the tenth of each month immediately following the date of deduction. This authorization shall be irrevocable for a period of one (1) year or until the termination of the collective bargaining agreement, whichever is sooner, and shall, however, renew itself from year to year unless the employee gives written notice addressed to the New England Health Care Employees Union, District 1199 at least fifteen (15) days prior to any termination of the revocation of this authorization.

Name \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_  
 Address \_\_\_\_\_  
 Agency/Facility \_\_\_\_\_  
 Work Site/Dept. \_\_\_\_\_ Job Title \_\_\_\_\_  
 Signed \_\_\_\_\_ Date \_\_\_\_\_