

AGREEMENT

Between

STRATFORD BOARD OF EDUCATION

and

NEW ENGLAND HEALTH CARE EMPLOYEES UNION,

DISTRICT 1199, SEIU

July 1, 2016 to June 30, 2020

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

ARTICLE 1 - PREAMBLE

- 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.
 - G. The Board will conduct performance appraisals of all Nursing staff on an semiannual and annual basis.

ARTICLE 3 - UNION SECURITY AND CHECK-OFF

Union Security

- 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

- D. Upon receipt of an employee's authorization for dues and initiation fee check-off, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each pay period, 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. The deducted amounts shall be forwarded to the New England Health Care Employees Union, District 1199 each month along with the bargaining unit information listed in section L.
- E. 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.
- F. Employees who do not sign written authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union.
- G. 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.
- H. 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.

- I. All Union or agency fees deducted from Employees' paychecks must be forwarded to the Union by the twentieth (20th) day of each month following the deductions, together with the information in paragraph L.
- J. Upon notification from the Union of an employee's authorization for Political Action Contribution (PAC) checkoff the Center shall deduct the amount authorized from wages due said Employee each pay period. The deducted amounts shall be forwarded to the New England Health Care Employees Union, District 1199, Political Action Fund each month.
- K. 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.
- L. Monthly dues reports from the Employer to the Union
 - 1. Each month the Employer will submit bargaining unit information in the format of an excel spreadsheet to the Union via a secure upload site to be provided by the Union. The spreadsheet will contain the following information for all bargaining unit members: SSN, Last name, First Name,

Middle Initial, Hire Date, rate of pay, total hours worked in the reporting period, dues paid, initiation fee, PAC paid, employment status, job hours, Employee ID, job title, shift, worksite, home address, home phone, and cell phone. If dues are not deducted for a member, an explanation should appear in place of the deduction, i.e. New Hire, L.O.A., Termination, no record of dues authorization, etc.

2. In addition, each month the Employer shall submit a separate electronic list to the Union and to the Union delegates of the names of all employees who in the preceding month were hired, went out on a leave of absence, returned from a leave of absence, or ended their employment with the center (including the manner in which they left employment: resignation, termination, retirement, etc.).
3. Monthly dues and the monthly reports shall be forwarded to the Union after the second pay period each month.

ARTICLE 4 - GRIEVANCE AND ARBITRATION PROCEDURE

- A. **Definitions:** "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.
- E. A Delegate may be excused to attend disciplinary grievance matters held during the workday without loss of pay.

ARTICLE 5 - HOURS

- A. **Work Day:** 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 fifteen (15) 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

- A. 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 Applitrack 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 15th will remain posted for ten (10) business days. Present employees may bid on the vacant position through Applitrack. 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 by email, 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 anywhere between steps 1 and 5.
 - 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

- A. 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.

- C. Employees hired after July 1, 2008 will not be eligible for the payment of unused sick leave described above.
- D. 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.
- E. 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.
- F. Disability sick leave due to pregnancy shall be treated like any other illness in accordance with the Board of Education FMLA Policy. 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 Superintendent 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 (for example Aunts, Uncles).
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.

1. Employees who are granted leaves of absences for less than thirty (30) days, the Board will pay for insurances and other contractual fringe benefits.
2. 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** - 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:
1. 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.
 2. Layoff of members shall be done in reverse seniority, from least senior to most senior.

3. Seniority is defined as the length of continuous service from most recent date and time of hire.
 4. 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. 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. In-Network Deductibles:
 - (a) For the 2016-2017 school year, the deductible will remain at the current \$1,500 for individual/\$3,000 for families. Effective 7/1/17, the deductible will be \$2,000 for individual/\$4,000 for families. Also effective 7/1/17, HSA the Board's HSA contribution will be made in two parts, 50% by September 1, and 50% by February 1 of each year. Advance payment may be requested and will be granted based on medical needs.
 - (b) The employee is responsible for 50% of the annual deductible. Effective 7/1/18, the Employee will be responsible for 55% of the annual deductible. Effective 6/30/20 the employee will be responsible for 60% of the annual deductible.
2. In Network Co-pays: After the annual plan deductibles are met, prescription co-pays include \$10.00 (generics), \$20.00 (preferred), and \$30.00 (non-preferred).
3. Out of Network Deductibles & Co-pays: In addition, as part of the HDHP/HSA, there is an out of network plan described as follows:
 - (a) Deductibles 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. Effective 7/1/17, A Deductible of \$2,000 per person and \$4,000 per family, with out of network payments of 80%/20% and an annual maximum out-of-pocket expenditure of \$2,100 per individual and \$4,200 per family.
 - (b) Prescription co-pays are excluded from the annual out of pocket

maximums. Co-pays continue throughout the plan year.

(c) Lifetime maximum per member: Unlimited

4. Premiums: Each employee shall contribute to the cost of such health insurance benefits premium as follows:

7/1/16	15%
7/1/17	15.5%
7/1/18	16%
7/1/19	16.5%
6/30/20	17%

- B. **Dental.** The Board agrees to pay the full 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 30,2016. Effective 7/1/17, The Board will pay 90% of 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 30,2016. The remaining 10% will be the responsibility of the Employee.
- C. **Life.** 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 Thirty-five Thousand Dollars (\$35,000) life insurance with a double indemnity feature.
- D. 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.

E. **Waiver of Coverage:**

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. 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.

F. **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

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

ARTICLE 16 - WAGES

- A. The salaries of all employees covered by this Agreement shall be as follows:
 - 1) **Retroactive to 7/1/16:** wage Step numbers will be converted according to Appendix A & steps increased by 1%
 - 2) **2017-2018 (effective 7/1/17):** all nurses move up a step & steps increased by 1.5%
 - 3) **2018-2019 (effective 7/1/18):** all nurses move up a step & steps increased by 1.5%
 - 4) **2019-2020 (effective 7/1/19):** all nurses move up a step & steps increased by 2%

Wage Scale				
Step	1.00%	1.50%	1.50%	2.00%
	2016-2017	2017-2018	2018-2019	2019-2020
1	\$43,578.16	\$44,231.83	\$44,895.31	\$45,793.21
2	\$44,984.24	\$45,659.00	\$46,343.89	\$47,270.76
3	\$46,469.50	\$47,166.55	\$47,874.04	\$48,831.53
4	\$47,832.89	\$48,550.39	\$49,278.64	\$50,264.22
5	\$49,192.23	\$49,930.12	\$50,679.07	\$51,692.65
6	\$50,598.17	\$51,357.14	\$52,127.50	\$53,170.05
7	\$52,005.67	\$52,785.75	\$53,577.54	\$54,649.09
8	\$53,410.48	\$54,211.63	\$55,024.81	\$56,125.30
9	\$55,012.30	\$55,837.48	\$56,675.04	\$57,808.54
10	\$56,662.67	\$57,512.61	\$58,375.30	\$59,542.80
11	\$58,362.55	\$59,237.99	\$60,126.55	\$61,329.09
12	\$60,130.96	\$61,032.92	\$61,948.41	\$63,187.38
13	\$61,934.88	\$62,863.91	\$63,806.87	\$65,083.00
14	\$63,792.93	\$64,749.83	\$65,721.07	\$67,035.49

B. Longevity Payment

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

years of service	Longevity Payment
6	\$600
7	\$650
8	\$700
9	\$750
10	\$790
11	\$820
12	\$850
13	\$880
14	\$910
15	\$940
16	\$970
17	\$1,000
18	\$1,030
19	\$1,060
20	\$1,090

2. This longevity payment shall be made by separate check on the first pay period of December.
 3. Employees hired after July 1, 2008 shall not be eligible to receive longevity payments.
- C. 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.
- D. 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.
- J. 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

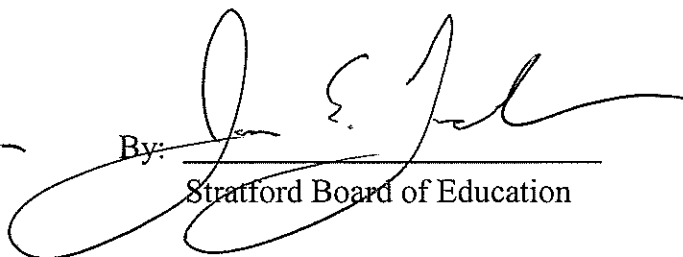
The provisions of this Agreement shall be effective retroactive to July 1, 2016 except as otherwise noted and shall continue and remain in full force and effect through June 30, 2020.

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

STRATFORD BOARD OF
EDUCATION

By: 
David Pickus, President

By: 
Stratford Board of Education

By: _____
Stratford Board of Education

APPENDIX A – WAGE STEP CONVERSION

Step Conversion	
2015- 2016 Old Step	2016-2017 New Step
3	2
4	3
5	4
	5
6	6
7	7
8	8
9	9
10	10
	11
	12
11	13
	14

Process for finding new step and salary for 2016 (relying on the conversion table for steps below):

1. Take the nurse’s 2015 – 2016 old wage step
2. Slide to the right to find the New 2015 – 2016 wage step
3. Slide further to the right for the 2016-2017 salary and move one step higher

Example 1: Old Step 5 becomes New Step 3 and for 2016-2017 year goes to New Step 4; *Example 2:* Old Step 11 becomes New Step 12 and for 2016-2017 year goes to New Step 13.

CONVERSION TABLE FOR STEPS					
2015-'16 OLD STEPS			Wage Scale		
			New Step	1.00%	
				2015-2016	2016-2017
1	\$40,366.19				
2	\$41,753.27				
3	\$43,146.69	1	\$43,146.69	\$43,578.16	
4	\$44,538.85	2	\$44,538.85	\$44,984.24	
5	\$46,009.41	3	\$46,009.41	\$46,469.50	
<i>new</i>	\$47,359.30	4	\$47,359.30	\$47,832.89	
6	\$48,705.18	5	\$48,705.18	\$49,192.23	
7	\$50,097.20	6	\$50,097.20	\$50,598.17	
8	\$51,490.76	7	\$51,490.76	\$52,005.67	
9	\$52,881.66	8	\$52,881.66	\$53,410.48	
10	\$54,467.62	9	\$54,467.62	\$55,012.30	
<i>new</i>	\$56,101.65	10	\$56,101.65	\$56,662.67	
<i>new</i>	\$57,784.70	11	\$57,784.70	\$58,362.55	
11	\$59,535.60	12	\$59,535.60	\$60,130.96	
<i>new</i>	\$61,321.67	13	\$61,321.67	\$61,934.88	
<i>new</i>	\$63,161.32	14	\$63,161.32	\$63,792.93	

EXHIBIT A - CHECK-OFF AUTHORIZATION FOR DUES

New England Health Care Employees Union, District 1199
77 Horseshoe Avenue, Hartford, CT 06106
 294 West Exchange Street, Providence, RI 02903

**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 _____ SSN# _____
 Address _____
 City _____ State _____ Zip _____
 Cell Phone _____ Home Phone _____
OK to text (Texting may be subject to carrier charges. Texting may be subject to carrier charges. Texting may be subject to carrier charges.)
 Home Email _____
 Agency Facility _____
 Worksite/Dept/Unit _____ Job Title _____
 Rate/Hour _____ 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 satisfy your obligation 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 with the Union to pay dues or appropriate agency fees.

TO: _____
(Agency/Facility 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 _____ SSN# _____
 Address _____
 Agency/Facility _____
 Worksite/Dept/Unit _____ Job Title _____
 Signed _____ Date _____

Revised 1/2014

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 with the Union to pay appropriate agency fees.

TO: _____
(Agency/Facility 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 _____ SSN# _____
 Address _____
 Home Email _____
 Work Site/Dept _____ Job Title _____
 Signed _____ Date _____