

AGREEMENT

Between

**SHEPAUG VALLEY REGIONAL SCHOOL
DISTRICT #12**

and the

CHCA District 1199, NUHHCE, AFSCME, AFL-CIO

Effective July 1, 2021 through June 30, 2024

10072390v2

August 6, 2021

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**AGREEMENT
BETWEEN
SHEPAUG VALLEY REGIONAL SCHOOL DISTRICT #12
And The
NURSES UNION**

PREAMBLE

This Agreement entered into by and between the Shepaug Valley Regional School District #12, State of Connecticut (hereinafter referred to as "the Board"), and the CHCA, District 1199, NUHHCE, AFSCME, AFL-CIO (hereinafter referred to as "the Union"), has as its purpose the promotion of harmonious relations between the Board and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meaning of the terms, working conditions or conditions of employment.

**ARTICLE I
RECOGNITION**

The Board hereby recognizes the Union as the exclusive collective bargaining agent, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the unit consisting of all registered nurses employed by the Board.

**ARTICLE II
DEFINITIONS**

Pro-rata is defined as calculating the number of hours worked by a regularly scheduled part-time employee and dividing it by the regular-full-time hours to get a percentage.

Full time hours of work are defined as the student school day with forty-five (45) minutes of additional time contiguous to the school day adjusted to the individual school needs, after approval by the P.P.S. Director. Hours will be set at the beginning of the school year. Any adjustments during the school year beyond once, will be made upon mutual consent of both parties taking into consideration the needs of the school being served. As professionals, nurses recognize that occasional before or after school meetings are necessary and beneficial to the education, health and safety of students. These meetings will be considered a part of the regular work day.

ARTICLE III
NO DISCRIMINATION

The provisions of this agreement shall be applied to all employees of the bargaining unit without unlawful discrimination because of race, color, religion, age, sex, national origin, or disability, or other applicable unlawful discriminatory standard.

ARTICLE IV
EMPLOYEE RIGHTS AND REPRESENTATION

Employees have and shall be protected in the exercise of the rights without fear of penalty or reprisal to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of Union Officer or Representative.

ARTICLE V
MANAGEMENT RIGHTS

Section 1. Except where such rights, powers, and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all of the rights, powers, and authority heretofore had by it and except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and absolute right, responsibility and prerogative of management of the affairs of the Board and direction of the working force, including, but not limited to, the following:

- (a) To establish or continue policies, practices and procedures for the conduct of Board business and from time to time, to change or abolish such policies, practices or procedures.
- (b) To limit, curtail or discontinue processes or operations or to perform health care operations.
- (c) To select and to determine the number of employees required to perform health care operations.
- (d) To employ, transfer, promote or demote employees, or to lay off, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Board.
- (e) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance or work in accordance with the operation of the public school system, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

- (f) To insure the incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- (g) To create and revise job descriptions as deemed necessary.

Section 2. It is understood by the parties to this Agreement that the rights of each shall be exercised in a manner not contrary to the rights of the other guaranteed by the MERA, as the same may be amended from time to time.

ARTICLE VI **SENIORITY**

Section 1. Except as provided for in Sections 2 and 3, seniority shall commence upon the date that the employee begins as a full-time or regular part-time paid employee of the Board. The employee's earned seniority shall not be lost and shall continue to accrue, during an absence due to family leave, medical leave, bereavement, jury duty, personal leave, or authorized leave. Seniority and seniority rights will not be accrued during unpaid leave of absence or layoff, but such rights will not be lost by the employee because of such leave.

Section 2. An employee shall lose his seniority if he/she (a) quits, resigns, or is discharged; (b) is absent from work for five (5) consecutive scheduled days without notifying the Director of Pupil Personnel or without satisfactory excuse; (c) exceeds a leave of absence without satisfactory explanation; or (d) fails to return from a layoff within ten (10) working days after receipt of notice by registered mail to return.

Section 3. Individuals, when first hired, shall serve a probationary period of six (6) months. Upon the completion of the probationary period, the seniority of such new individuals shall be retroactive to the date of hire. The Board retains the right to discipline or discharge individuals serving the probationary period, and the individual shall have no recourse to arbitration. However, individuals serving a probationary period shall be entitled to all other provisions of this Agreement.

Section 4. Before filling a job opening in a position covered by this Agreement, the District will post notice to the staff of the opening. Registered Nurses desiring the position may submit their names in writing to the Superintendent. The District agrees that before filling the position with an individual from outside the bargaining unit, it will consider the transfer request of a Registered Nurse. The District agrees that a Registered Nurse will be reassigned based on seniority.

Section 5. The order of layoff for employees covered by this Agreement shall be within the job title as follows:

- (a) Probationary employees, part-time before full-time;
- (b) Regular part-time employees before regular full-time; and

- (c) Full-time employees, based upon seniority, least senior before more senior. The Board shall notify the Union president as soon as possible, but in no event less than thirty (30) days prior to the time in which the layoff is to be effective, except in unusual circumstances.

Section 6. Employees who are laid off under this Article shall have recall rights as follows:

- (a) The affected employee shall notify the Director of Pupil Personnel in writing at the time of layoff that he/she requests placement on a recall list.
- (b) Employees who are laid off shall have recall rights to his/her former job title.
- (c) For a period of twelve (12) months, the affected employee shall have the right to be recalled to the job title from which he/she was laid off, if a position should become vacant.
- (d) No person shall be newly employed until all persons on the recall list have been notified by certified mail, and such persons either are offered re-employment, or declined such re-employment offer. An employee who declines an offer or re-employment shall forfeit recall rights. If a person on recall fails to respond to a certified letter notifying the employee of a recall opportunity within five (5) days of receipt, the employee shall lose recall rights.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1. Purpose. The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to insure employee morale without impairing Board efficiency.

Section 2. Definitions.

- (a) A "Grievance" is any allegation of a misapplication, misinterpretation, or violation of a specific provision in this Agreement.
- (b) A "Grievant" is a unit employee.
- (c) "Days" shall mean working days during the school year, and district business days during the period from the end of the school year to the beginning of the school year.

Section 3. Procedure.

Step One Any employee with a grievance and/or his/her Union Representative may meet with the Director of Pupil Personnel within ten (10) days of the date the alleged grievance occurred or is discovered, and the Director of Pupil

Personnel shall submit his/her decision to the aggrieved employee within five (5) days of the receipt of the grievance. Any grievance not filed within ten (10) days of the date of the occurrence which gave rise to the grievance shall be deemed forfeited, not grievable, and not arbitrable.

Step Two If the employee is not satisfied with the decision rendered by the Director Pupil Personnel, the employee or Union may appeal said decision in writing, to the Superintendent of Schools within seven (7) days of receiving said appeal. The Superintendent shall meet with the Grievant and render a decision within ten (10) days.

Step Three If the employee is not satisfied with the decision rendered by the Superintendent of Schools, the employee or the Union may appeal said decision in writing, within seven (7) calendar days after receiving such decision, to the Board. A subcommittee of the Board consisting of at least three (3) members will meet with the Grievant and Union within ten (10) days and the full Board will render its decision at its next meeting.

Step Four If the employee and the Union are not satisfied with the decision rendered by the Board, either party may, within twenty (20) days after the receipt of that decision, appeal the grievance to the Connecticut State Board of Mediation and Arbitration for the purpose of mediation services. If no settlement is reached in mediation, or neither of the parties requests mediation, the Union may submit the dispute to the American Arbitration Association within twenty (20) days to hear a particular grievance. If the parties are unable to agree on an arbitrator, an arbitrator shall be selected in accordance with the American Arbitration Association's established procedures and rules. The Arbitrator(s) shall have no power to add to or subtract from or modify in any way the terms of this Agreement. The cost of arbitration shall be borne equally by both parties. The decision of the arbitrator shall be final and binding upon both parties.

Section 4. Recording of Minutes or Testimony. Either party shall have the right to employ a public stenographer or use a mechanical recording device at any step in the procedure.

Section 5. Meetings. If either of the parties related to the grievance procedure desires to meet for the purpose of oral discussion, a meeting shall be requested and scheduled in accordance with Steps One, Two and Three.

Section 6. Employees and the Union shall have the right and choice of a representative whenever desired by either the individual employees or the Union at their own expense. The Board shall have the right and choice of a representative whenever desired at its own expense.

Section 7. By mutual agreement, the parties may agree to extend the time limits of this procedure.

ARTICLE VIII

DISCIPLINE

Section 1. All disciplinary action shall be applied in a fair and equitable manner and shall be consistent with the infraction for which disciplinary action is being applied.

All suspensions and discharges must be given in writing with reasons stated and a copy given to the employee and the Union at the time of the suspension or discharge.

Depending on the offense, disciplinary action may include, but not limited to, verbal and/or written warning, suspension without pay and discharge. Progressive discipline shall be applied when appropriate. The Board of Education reserves the right to begin disciplinary action at any level as outlined below:

- (a) Verbal warning
- (b) Written warning
- (c) Suspension with pay, then without pay
- (d) discharge, except that demotion or transfer may be offered in lieu of discharge.

Section 2. Each employee shall have the right to see and review his or her personnel file upon request by appointment. The Board shall provide copies of all materials in the file upon request of the employee. Employees may request that the Board correct, amend or delete incorrect or inaccurate material. Failing mutual agreement, the employee shall have the right to respond and it shall be made part of the file. No separate active personnel file shall be maintained other than the one subject to employee inspection. Each employee will be given copies of any evaluation reports placed in the employee's personnel file.

Section 3. Any employee who has been disciplined or discharged and is subsequently exonerated shall be reinstated without prejudice or loss of seniority and compensated for any loss of wages.

ARTICLE IX

LEAVE PROVISIONS

Section 1. **Sick Leave.** A full-time employee may be absent from work with pay during such period as actual illness or injury prevents him/her from performing their duties. Each such absence must be supported by a physician's statement if the absence exceeds three (3) days unless the illness or injury is of such a nature that the Superintendent waives the furnishing of a physician's statement. An employee absent due to illness or injury shall notify the Superintendent or his/her designee within two (2) hours of the regular starting time of the work day. Failure to do so could result in denial of paid sick leave for the period of absence. Each regular full or part-time employee shall be entitled to fifteen (15) sick days with pay per

year, cumulative to one hundred eighty-seven (187) days.

The District will pay to each nurse, upon normal retirement or death, ten dollars (\$10.00) per day for each unused sick day up to a total of one hundred eighty-seven days. This benefit (payout of unused sick days upon retirement) is not available to employees hired after July 1, 2014.

Section 2. Family Illness and Bereavement. A total of six (6) days per year shall be allowed under the following scenarios:

- (a) When an employee has to be absent because of the serious illness of a member of the immediate family, the Superintendent shall have the right to request a doctor's certificate to ascertain the validity of the serious illness. Such leave must be substituted for unpaid portions of the Family Medical Leave Act leave. The first three (3) days will not be charged to sick or personal days. The last three (3) days will come from the employee's sick leave accumulation.
- (b) For death in the immediate family or attendance at a funeral;
- (c) Immediate family for the purposes of this provision shall be defined as the employee's spouse, father, mother, father-in-law, mother-law, sister, brother, child, stepchild, stepparent, stepsister, stepbrother, grandparents, grandchild, or any person of the immediate household, regardless of relationship.

Section 3. Personal Leave. Employees shall be granted three (3) days per year, without loss of pay, and not to be deducted from sick leave, for important personal or family business that can only be transacted during the school day. Any personal days off immediately prior to or after a scheduled holiday or vacation shall be allowed at the sole discretion of the Superintendent. Payment for such days shall also be at the discretion of the Superintendent. In case of emergencies where the three (3) personal days are used for religious observance, not provided in the school calendar, up to three (3) additional personal days may be granted at the discretion of the Superintendent. The individual shall give twenty-four (24) hours notice, except in cases of emergency, in advance of taking the leave. In case of emergency an additional day may be granted upon request.

Section 4. Death Benefit. In the event a member of the bargaining unit dies while employed, the beneficiary shall be entitled to receive pay for all unused sick leave at the rate of ten dollars (\$10.00) for each unused day.

Section 5. Unpaid Family and Medical Leave. Family and medical leave will be granted in accordance with the Family Medical Leave Act. Additional leave may be granted with no pay and employees will reimburse district for medical benefits. Notice for such additional leave must be made at least thirty (30) working days prior to this additional leave.

Section 6. Jury Leave. Any employee called to jury duty shall be paid the difference between the employee's regular rate of pay and the fee received from serving as a juror. No

employee shall receive more compensation than normally would have been received in a regular work week. An employee called to jury duty shall furnish the Board with a notice to service in evidence of attendance.

Section 7. Military Leave. Military leave shall be granted to permanent employees or permanent part-time employees according to the provisions of federal and state law. For up to two (2) weeks, the employee shall be paid the difference, if any, between his/her regular pay and military pay. Time of military leave shall be included in computing seniority earned in the Board's service. Copies of orders for active duty shall be supplied to the Director of Pupil Personnel if requested.

Section 8. Conference Leave. When it is evident that convention or conference attendance or the observation of an activity in another school building or school system will contribute to the effectiveness of the instructional program, the Superintendent may, at his/her discretion, grant convention or conference leaves or permission to observe an activity in another school building or school system to bargaining unit members without loss of pay. The Board agrees to reimburse all bargaining unit members attending a convention or conference or observing activities in another school system.

Section 9. Part-time employees. Part-time employees shall receive three (3) sick days a year and two (2) personal days a year with a day to be defined as the amount of their normal "day".

ARTICLE X

INSURANCE BENEFITS AND PENSION PLAN

Section 1. Insurance. The Board shall provide High Deductible Health Insurance Plan (HDHP) for each unit member and dependent eligible to receive such coverage under the terms of each insurance contract, who wishes to elect to receive such coverage, with the following general description.

HDHP/HSA (High Deductible Health Plan/Health Savings Account)

- (a) The High Deductible Health Insurance plan with a \$2000/\$4000 deductible. Excess of deductible, 100% in network, 80% out of network; \$3,000/\$6,000 in network out-of-pocket maximum, \$4,000/\$8,000 out of network out-of-pocket maximum. When the deductible is satisfied, employees shall pay co-pays on prescription drugs of \$5/25/40 for generic/brand preferred/brand non-preferred drugs respectively. The Board will deposit fifty percent (50%) of its share of the employee deductible on or before the first payroll in September (\$500/\$1000) and the remainder of its share of the deductible on the first payroll in February (\$500/\$1000).

Effective July 1, 2021 the employee shall be responsible for a contribution for health insurance, equal to fifteen percent (15%) of the total cost of the employee's insurance coverage, including any dependent coverage.

Effective July 1, 2022 the employee shall be responsible for a contribution for health insurance, equal to fifteen and one-half percent (15.5%) of the total cost of the employee's insurance coverage, including any dependent coverage.

Effective July 1, 2023 the employee shall be responsible for a contribution for health insurance, equal to sixteen percent (16%) of the total cost of the employee's insurance coverage, including any dependent coverage.

Section 2.

- (b) Full Service Dental Plan with Riders A and C for eligible employees.
- (c) Group Life Insurance Coverage equal to annual base salary rounded up to the next \$1,000.
- (d) Employees may elect to have such contributions made on a pre-tax basis in accordance with the Board's Section 125 I.R.S. Plan. The Union shall incur no obligation or right to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the employee insurance premium contributions, allowable medical expenses and dependent care. Neither the Union nor any employee covered by this Agreement shall make any claim or demands, or maintain any action against the Board or any of its members or agents for taxes, penalties, interests or other costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee tax benefits to be derived from this plan.
- (e) The Board may change insurance carriers, provided substitute insurance coverage is substantially equivalent to those listed above. The "substantially equivalent" standard shall be applied on a program-wide analysis, including the network, and shall not be benefit specific. The Board shall notify the Union of its intention to change insurance carriers prior to any change. In the event the Union rejects the proposed change within fifteen (15) days, the issue will be submitted to an arbitrator with expertise in this area. If the parties cannot mutually agree on an arbitrator the issue will be submitted to the American Arbitration Association. The Board will not institute the change to a new insurance carrier until agreement has been reached, or until an arbitrator has rendered his/her decision.

- (f) This and all future language contained within this section shall conform to all applicable State and Federal laws.
- (g) The Board shall offer each eligible person an opportunity to enroll members of his or her family under the coverage described in Section X with deductible co-pay and premium cost sharing provision as noted. To be eligible for insurance benefits and pension plan a member must be employed thirty-five (35) hours per week, in a school year position. Current employees hired before July 1, 2000 who are presently covered by health insurance and the pension plan shall be “grandfathered” even if their hours fall below the thirty-five (35) hour per week threshold; however previous pension plan eligibility must be met regarding minimum number of hours of employment.
- (h) There shall be an annual open enrollment window each year. At this time, an employee may choose to reinstate or waive his/her insurance for the fiscal year commencing July 1.

There shall be no reinstatements other than the open enrollment period, however, there shall be no lapse of coverage if an employee rescinds his/her waiver due to:

- 1) coverage was waived by the employee because another group health insurance plan provided coverage for the employee; and
- 2) coverage is lost under that plan due to employment termination, death of a spouse, or divorce; and
- 3) the employee applies for coverage under this contract within thirty (30) days after the loss of coverage under the other plan.

All such reinstatements shall be subject to all requirements of the applicable carrier(s), including, but not limited to, any mandatory waiting periods.

This and all future language contained within this section shall conform with all applicable State and Federal COBRA laws.

- (i) The Board may change or substitute insurance carriers or managed care organizations for the above-referenced health benefit program as long as the level of benefits are substantially equivalent to or better than the existing program. The “substantially equivalent to or better than” standard shall be applied on program-wide analysis, including the network, and shall not be benefit specific.

The Board shall notify the Union of its intention to change prior to changing. In the event the Union rejects the proposed change in insurance carriers, the issue will be submitted to the American Arbitration Association as described in Article 7, Section 3, Step Four. The Board will not change to the new insurance carrier until the Arbitrator's decision has been issued in writing.

- (j) If an employee is precluded from participating in the HSA because he or she does not meet the minimum requirements of federal tax laws and/or regulations, the Board shall provide the employee with access to a Health Reimbursement Account (HRA). The Board's annual contribution to the HRA shall not exceed its annual contribution to the HSA, based on the employee's coverage level.
- (k) Should there be any change in the Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) or related state or federal law that would cause a substantial increase or decrease in the cost of the health benefits set forth above, either party may initiate mid-term negotiations in accordance with the Municipal Employees Relations Act (MERA). During such mid-term negotiations, the parties will reopen the insurance provisions of the contract for the purpose of addressing the impact of such changes. No other provision of the contract shall be reopened during such mid-term negotiations.

Section 3. Pension Plan. Effective July 1, 1997, employees in the bargaining unit will be entitled to enrollment in and benefits of the Shepaug Valley Regional School District #12 Retirement Plan within the provisions of the Plan. This provision shall be subject to negotiation for the year commencing July 1, 2022, and the Board reserves the right to invite other affected bargaining units to participate in such negotiations.

ARTICLE XI

TERMINATION OF EMPLOYMENT

Written notice of resignation or retirement shall be given by the professional person at least thirty (30) days in advance of the resignation/retirement date except in unusual circumstances; failure to provide such notice shall preclude the employee from receiving any contractual severance benefits.

ARTICLE XII

EMPLOYMENT YEAR

Section 1. The normal schedule for the Professional Personnel shall be one hundred eighty-six (186) days. If the school calendar is changed from one hundred eighty-four (184) days, this number shall be modified by the same number of corresponding days. In addition, employees assigned to schools with more than two hundred (200) students shall work an additional one (1) day, employees assigned to schools with more than four hundred (400) students shall work two (2) additional days.

Section 2. Every professional staff member shall have a duty free lunch period, excepting for serious emergencies. A school nurse shall be given flexibility in arranging his/her lunch time in order to provide maximum service to pupils.

Section 3. Bargaining unit members' salaries shall be adjusted at the rate of 1/186 of their regular salary per day (his/her per diem) for each day of work added or subtracted by the Board from their normal work year, as defined in Section 1.

Section 4. The duties and responsibilities of the school nurse and nurse coordinator are codified in the job descriptions on file in central office. The school nurse will not be assigned or given duties or responsibilities which historically have been performed by or negotiated with members of another bargaining group, including such things as bus and/or dismissal duty. This excludes issues and responsibilities where health, safety, health education and medical needs are involved. It is fully understood that nurses will be asked to help out periodically when possible in special situations that might arise. It is expected that nurses will also serve on committees that are appropriate and where their expertise is deemed beneficial.

Section 5. In the event of the formation of a new region or the building of an additional school due to increased population, the Board agrees to negotiate the impact of these changes on the bargaining unit.

Section 6. Nurses shall be notified in writing by June 1st of any changes in their assignment for the ensuing school year. In the event of a change in circumstances after June 1st (resignation, death, leaves of absence, budgetary considerations, etc.), changes in assignment shall be discussed with the nurse and Superintendent at the earliest possible date and the nurses shall be notified in writing of such changes. The administration shall consider voluntary transfers first.

Section 7. All nurses are expected to receive their pay through direct deposit. Nurses shall cooperate in filling out the required direct deposit information forms.

Section 8. When there is a half-day school session for teacher professional development or other purposes, the nursing staff shall either remain at their assigned facility, gather for departmental meetings or staff training, or they shall be permitted to leave. When the latter option is selected, it is understood that nursing staff will attend school staff meetings or other after school meetings without overtime or other hourly charge and shall consider the early departure on half days as compensation for their attendance at these sessions.

ARTICLE XIII **EVALUATION**

When evaluation reports regarding a school nurse are prepared, a copy shall be given to the individual. The Pupil Personnel Director shall complete the evaluation form, annually, for each bargaining unit member, after consulting with the nurse coordinator.

ARTICLE XIV

DUES DEDUCTION

Section 1. During the term of this Agreement, employees covered by this Agreement may, from the effective date of the Agreement or within thirty (30) days from the date of their employment with the Board, whichever is later:

- a. Become or remain members of the Union in good standing
- b. Pay to the Union dues as assigned by the Union and allowed by law; or
- c. Decline to become a union member or pay the Union dues.

Section 2. An employee shall execute a signed authorization for payroll deduction of dues. Upon receipt of such an authorization from an employee, the Board shall, pursuant to such authorization, deduct the dues fixed by the Union and authorized by the employee from the wages due each pay period.

Section 3. The Board agrees to deduct from each Nurse an amount equal to the Union membership dues by means of payroll deductions and provide a monthly report to the Union office of members status and dues paid.

Section 4. The amount of membership dues shall be certified by the Union prior to July 1 of each school year.

Section 5. The Union will notify the District of any changes in the amount of dues deduction.

Section 6. The Board's obligation to make such deductions shall terminate automatically upon termination of employment.

Section 7. The Union agrees that it will indemnify and save the Board harmless from any actions growing out of these deductions and commenced by any professional personnel against the Board.

Section 8. The Union assumes full responsibility in the disposition of funds so deducted once they have been turned over to the Union.

ARTICLE XV

TRANSPORTATION ALLOWANCE

Professional Personnel required to use his/her automobile by the Board of Education shall be paid the IRS reimbursement rate per mile.

ARTICLE XVI

FIELD TRIPS

Section 1. In the event that the Director of Pupil Personnel recommends the presence of a school nurse on a field trip which occurs outside of the school day the following procedure will be utilized:

- (a) The school nurse in the school building from which the trip originates will be offered this duty.
- (b) If the school nurse from the originating building declines the field trip, nurses from the other schools will be offered this duty.
- (c) If none of the nurses employed by Region #12 Public Schools accept this assignment, substitute or medical pool nurses will be utilized.
- (d) An hourly wage will be assigned to Region #12 Public School nurses attending field trips outside of the school day based on their calculated hourly rate. Nurses will be reimbursed for a maximum of four hours for any field trip of a single day's duration.
- (e) Any field trip of multiple day duration the nurse will be paid his/her normal pay plus five (5) hours of additional time at the regular hourly rate. For any trip which concludes during the normal work day hours, the nurse will only be paid for that day. Any accommodations - travel will be paid for by the Board.

ARTICLE XVII

UNION LEAVE

Section 1. If negotiation meetings between the Board and the Union are scheduled during normal working hours of a school day, nurse representatives shall be relieved from all regular duties, without loss of pay, as necessary, in order to permit their attendance at such meetings.

Section 2. State representatives of the Union will report to the Superintendent and/or principal to secure permission before visiting a school or conferring with individual nurses or their representatives during school hours.

Section 3. Union business, including investigation and processing of grievances which does not interfere in any way with the performance of duties of members and does not disturb the orderly process of the school may be conducted during the hours of a school day. The administration may, upon request of the local chairperson to the Superintendent and/or Principal, permit a nurse representative such necessary time as schedules permit without loss of pay for Union business.

- (a) The local chairperson shall be entitled to up to a maximum of three (3) school

days of leave per year to attend Union business upon five (5) days prior notice to the Superintendent of Schools.

- (b) The Union agrees that the rights conferred by this section shall not be abused.

ARTICLE XVIII

GENERAL PROVISIONS

Section 1. If an article or section of the Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

Section 2. There shall be no alteration, variation, no amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties.

ARTICLE XIX

DURATION

Section 1. This Agreement shall become effective upon ratification by both parties and shall remain in full force and effect through June 30, 2024. If a successor contract is not reached by July 1, 2024, the provisions of this agreement shall remain in effect until a successor agreement is entered into or the statutory processes for resolving disputes over terms and conditions for a successor agreement have been exhausted. Upon notice to commence negotiations for a successor agreement, the parties shall meet for the purpose of negotiating the terms and conditions of a new Agreement.

Section 2. Any notice to be given on this Agreement shall be given by registered or certified mail and if by the Board of Education, shall be addressed to the Union. Either party may by like written notice change the address to which registered or certified notice to it shall be given.

SHEPAUG VALLEY DISTRICT NO. 12 BOARD OF EDUCATION

By: _____

Gregory J. Cava
Chairman

Date: 26 AUG 2021

CHCA District 1199, NUHHCE, AFSCME, AFL-CIO

By: _____

~~Mary J. Florio~~
~~President~~

Jessica Ellul
Secretary Treasurer

Date: 8-26-2021

By: _____

Sandi Di Bella

Date: 8/26/2021

APPENDIX A

	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
	2.75%	2.50%	2.50%
Step #			
1	\$44,911	\$46,034	\$47,185
2	\$46,725	\$47,893	\$49,090
3	\$48,613	\$49,828	\$51,074
4	\$50,576	\$51,840	\$53,136
5	\$52,617	\$53,932	\$55,280
6	\$54,746	\$56,115	\$57,518

Annual Salary is based on a 186 day work year. Any additional days would be paid pro-rata by dividing employee step placement by 186. Any additional days would be paid at that rate.

Yearly stipends shall be as follows

	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>
Coordinator	\$2,545	\$2,609	\$2,674
Middle High School	\$2,545	\$2,609	\$2,674