

AGREEMENT

BETWEEN

REGIONAL SCHOOL DISTRICT 13
BOARD OF EDUCATION



REGIONAL SCHOOL DISTRICT 13
ENGAGE • EMPOWER • THRIVE

AND

CHCA DISTRICT 1199, NUHHCE, AFSCME, AFL-CIO



July 1, 2023 to June 30, 2026

TABLE OF CONTENTS

PREAMBLE		4
ARTICLE 1	Recognition	4
ARTICLE 2	Definitions	4
ARTICLE 3	Employment Year & Hours of Work	5
ARTICLE 4	Assignments, Appointments & Transfers	6
ARTICLE 5	Vacancies	7
ARTICLE 6	Termination of Employment	7
ARTICLE 7	Professional Meetings, Conventions & Professional Duties	8
ARTICLE 8	Leaves	9
ARTICLE 9	Dues Deduction & Union Security	12
ARTICLE 10	Protection of School Nurses	13
ARTICLE 11	Wages	13
ARTICLE 12	Insurance	14
ARTICLE 13	Pension	17
ARTICLE 14	Transportation	17
ARTICLE 15	Appointment to Position	17
ARTICLE 16	Evaluation	18
ARTICLE 17	Grievance Procedures	18
ARTICLE 18	Seniority	20
ARTICLE 19	Workers' Compensation	21

ARTICLE 20	Stipends	21
ARTICLE 21	Duration	22
APPENDIX A	Salary Grid	24
APPENDIX B	Nurse Coordinator & Personnel Files	26

PREAMBLE

This agreement entered into by and between Regional District #13 Board of Education, State of Connecticut (hereinafter referred to as "the Board"), Connecticut Health Care Associates 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 1 **RECOGNITION**

The Board recognizes the Union as the exclusive representative for the purpose of collective bargaining of all Registered Nurses (school nurses) and Licensed Practical Nurses employed by the Board.

ARTICLE 2 **DEFINITIONS**

- 2.1 The practice of school nursing by a Registered Nurse is defined as a specialized practice of professional nursing that advances the well-being, academic success and lifelong achievement of students. To that end, school nurses facilitate positive student response to normal development; promote health and safety; intervene with actual and potential health problems; collaborate with others to build student and family capacity for adaptation, self-management, self-advocacy and learning (National Association of School Nursing). School nurses provide emergency care for the sudden illness or injury of staff, but shall not provide health maintenance, routine primary care, or dispense medications for staff.
- 2.2 The school nurse job description and the nurse coordinator job description are on file at the Board of Education. In the event of a change to the school nurse or nurse coordinator job description, the Union President shall be notified.
- 2.3 Any reference in this Agreement to their/they or any form thereof shall refer to both female and male nurses.

ARTICLE 3
EMPLOYMENT YEAR AND HOURS OF WORK

- 3.1 The work year for all school nurses is one hundred eighty-five (185) days of which three (3) days are staff development days and/or prep days, one (1) of which will be dedicated to cardio-pulmonary resuscitation (CPR) training.
- 3.2 All student days worked beyond one hundred eighty-two (182) will be paid at the nurse's current daily rate of pay. The Board of Education will provide notice and negotiate over any proposed changes to the length of the school day.
- 3.3 The normal workdays and hours of employment for school nurses shall consist of reasonable times before and after the school day but not to include extra-curricular activities. If a nurse is required by the administration to provide nursing services for an extracurricular activity that extends for one-half hour (1/2 hr.) beyond the school day, he/she shall be compensated at their hourly rate based on their base annual salary. In the event that a school nurse is required to be present for an extracurricular activity as described in this paragraph the following procedure will be utilized:
- a. The school nurse in the school building in which the extracurricular activity originates will be offered this duty.
 - b. If the school nurse from the originating building declines the extracurricular activity, nurses from the other schools will be offered this duty.
 - c. If none of the nurses employed by Region #13 accept this assignment, substitute or medical pool nurses will be utilized.
- 3.4 If the Board intends to change the length of the school day, before it implements the change, it shall notify the Union at least 14 days prior to the change and engage in decisional bargaining with the union over the change, if the Union so demands.
- 3.5 Every school nurse shall have a duty-free lunch period during normal lunch hours for their building excepting for emergencies. The principal shall assign a person to be in the health office to cover lunch.
- 3.6 In the event that a school nurse is required to be present 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 #13 accept this assignment, substitute or medical pool nurses will be utilized.

- d. An hourly wage will be assigned to Region #13 nurses attending field trips outside of the school day based on their base annual salary. Nurses will be reimbursed for a maximum of four (4) hours for any field trip of a single day's duration paid for each such occurrence.
 - e. For any field trip of multiple day duration, the nurse will be paid their normal pay plus five (5) hours of additional time at their hourly wage. For any trip that concludes during the normal workday hours, the nurse will only be paid for that day. The Board will pay for any accommodations and/or travel expenses.
- 3.7 If a school nurse is requested by the District and its agents (principals), and they agree, to return to their building the evening at least three (3) hours after school dismissal, a stipend of sixty dollars (\$60) shall be paid for each such occurrence.
- 3.8 In the event students move to remote learning or partially remote learning, the School Nurses will report to their respective buildings or work remotely depending on the nature of the work.

ARTICLE 4

ASSIGNMENTS, APPOINTMENTS AND TRANSFERS

- 4.1 The best interests of students, the educational program and the school health program are paramount in the assignment of all professional personnel. Changes in assignment or transfer shall be made only after the administration has consulted with the affected employee.
- a. No school nurse shall be required to respond to off-premises emergencies or accidents
 - b. No school nurse shall be required to cover another health office except for emergencies or as deemed appropriate by the Nursing Coordinator in consultation with the Director of Student Services and Special Education.
 - c. For emergency coverage, the buddy system shall be utilized. The buddy system is whereby two (2) schools are paired so that when the school nurse is absent from their building, their buddy in a second school will be the nurse expected to respond to the emergency needs of the second school.
 - d. The Nurse Coordinator will organize the orientation of substitute nurses in each school health office. The District may use substitutes to cover nurses who are out of the building due to illness, professional development, attendance at meetings within the District as well as during health screenings and any other professional activity required.

4.2 Transfers

- a. Voluntary Transfers. School nurses who desire a change in school assignments shall file a written statement of such desire with the Director of Student Services and Special Education when the Superintendent sends out transfer letters.
- b. Involuntary Transfers. Under normal circumstances, school nurses will retain their assignments for the full school year. A transfer shall be made only after a meeting between the person involved and the Superintendent, or his/her designee, at which time the person shall be notified of the reasons for the transfer.

ARTICLE 5 **VACANCIES**

- 5.1 A vacancy shall be defined as a nursing position in the District that the Administration intends to fill. Such vacancy shall be made known to members of the bargaining unit by written memo. Internal applications must be made within two (2) weeks of issue of the memo of the vacancy.
- 5.2 In filling any vacancy or vacancies that occur for a subsequent year, preference shall be given to members of the staff who have previously filed a request to fill the position in which the vacancy has occurred and who are best qualified as determined by the Administration in collaboration with the Nurse Coordinator.
- 5.3 If system wide school reorganization should occur, or if reorganization should occur within a selected building or buildings and school nurses must change their position, preference in assignment shall be given to those school nurses with the greatest amount of seniority in the District.

ARTICLE 6 **TERMINATION OF EMPLOYMENT**

- 6.1 The professional school nurse shall give written notice of resignation at least two (2) weeks in advance of resignation date.
- 6.2 No Registered Nurse may be disciplined, suspended or discharged except for just cause.

ARTICLE 7
PROFESSIONAL MEETINGS. CONVENTIONS AND PROFESSIONAL DUTIES

- 7.1 Duty-free time for participation in professional and educational institutes, workshops, meetings and in any programs having CEUs applied, which will improve the individual's on the job performance and professional growth, may be granted by the Superintendent or their designee. Requests for such time should be made a minimum of two (2) weeks prior to the meeting, whenever possible. A response to this request should be made within five (5) working days of said request.
- 7.2 The Board shall make every effort to budget up to three thousand dollars (\$3,000) to cover the costs of the institutes, workshops, and meetings referred to in Section 7.1 above. The cost may be individual or collective. Nurses may request funding for additional professional development time.
- 7.3 The Director of Student Services and Special Education or their designee will schedule bi-monthly nursing staff meetings. The meetings shall not be scheduled on a Friday afternoon or before a day off.
- 7.4 The Board shall make every effort to cover the costs for all school nurses to attend the Association of School Nurses of Connecticut's dinner meetings (at which CEUs are awarded) three (3) times per year.
- 7.5 The Board shall pay yearly combined membership in the National Association of School Nurses and the Association of School Nurses of Connecticut for each nurse.
- 7.6 In an effort to further encourage professional growth, the Board agrees to reimburse nurses up to three (3) semester hours and related fees specific to the course cost as required by course enrollment per semester at the tuition rate charged by the University of Connecticut or the college attended, whichever is less. To qualify for reimbursement, courses must have received prior approval of the Superintendent.
- 7.7 Reimbursement will be made upon submission of the satisfactory completion of the course to the Superintendent's office in the form of a college grade report with a grade B or better.

ARTICLE 8

LEAVES

8.1 Sick Leave

- a. Each school nurse shall be allowed fifteen (15) days of sick leave with full pay each year. Unused sick leave shall be accumulated to a maximum of one hundred eighty-five (185) days.
- b. In the event of repeated absences or absences in excess of five (5) consecutive days, the Superintendent may request the filing of a medical opinion and/or certificate. For every thirty (30) calendar days thereafter, a medical certificate may be required.
- c. Sick days shall be granted in no less than half (.5) day increments.

8.2 Personal Leave

- a. Nurses shall be allowed up to five (5) personal days off annually with full pay to attend to personal business which cannot be transacted outside of normal work hours.
- b. Such personal days shall be for sensitive, private, personal business and shall not directly precede or follow a school vacation or holiday. An employee shall not be paid for a holiday if they fail to report for work on the regularly scheduled work day prior to or following the holiday. This section shall not apply if an employee is on prior authorized leave.
- c. Personal days shall be granted in no less than half (0.5) day increments.
- d. Leaves of absence with pay and not chargeable against the nurse's sick leave allowance shall be granted for up to a total of three (3) days per year for major religious holidays not in the school calendar.
- e. Application for any personal leave shall be made at least twenty-four (24) hours before taking such leave (except in the case of emergencies).

8.3 Family and Medical Leave

Unpaid family and medical leave will be granted in accordance with the Federal Family and Medical Leave Act.

8.4 Pregnancy and Childbirth leave

- a. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be

interpreted as being within the meaning of the term "sick" as used in §10-156 of the Connecticut General Statutes).

- b. Accumulated sick leave shall be available for use during periods of such disability.
- c. Disability leave beyond any accumulated sick leave shall be available for such reasonable further period of time as an employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto.
- d. Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other disabilities.
- e. Pregnancy or childbirth shall not be the basis of termination of employment or compulsory resignation.

8.5 Childrearing Leave

- a. Upon written request submitted to the Superintendent, any nurse shall be granted a leave of absence for childrearing purposes. Such leave shall commence upon the termination of disability or notification of acceptance for adoption, and shall be without pay or benefits except as may be required by law.
- b. The nurse may elect long-term childrearing leave for the remaining portion of a school year in which a child is born or adopted. The Superintendent may grant one (1) additional year upon written request from the nurse. Such leaves shall be without pay or benefits, except as may be required by law. Upon return from any childrearing leave, all benefits that were accrued prior to commencement of said leave shall be restored to the nurse.
- c. The request for childrearing shall be made at least thirty (30) days prior to its commencement. This provision may be waived in extraordinary circumstances.
- d. Leaves within this provision shall be limited to a maximum of two (2) within a six (6) year period of time.
- e. A nurse on such leave shall state, in writing, his/her intent to return the following school year no later than April 1st in the year of the leave. If no letter is submitted, it will be construed that the nurse has resigned.

- f. In the event that a leave under this section is without benefits, and subject to the limitations imposed by the carrier, an employee shall be permitted to access benefits at the COBRA rate.

8.6 Jury Duty

Any nurse called to jury duty shall be paid the difference between the nurse's regular rate of pay and the fee received from serving as a juror. No nurse shall receive more compensation than they normally would have received in a regular workweek. A nurse called to jury duty shall furnish the Board with a notice to service in evidence of attendance. The Board may request exclusion for any nurse who received notification of jury duty.

8.7 Bereavement Leave

Each nurse shall be entitled to five (5) bereavement days for a death in the immediate family. Immediate family shall be defined as parent, parents-in-law, brothers-in-law and sisters-in-law, brother, sister, child, spouse, or any other person who, preceding such death, has been a member of the same household.

8.8 Sabbatical Leave/Unpaid Leave

- a. The Superintendent may permit members of the nursing staff to take leave with or without pay or benefits not to exceed one (1) school year for reasons including further study. Upon completion of such leave the nurse will be returned to the same position or a like position. Upon return the nurse who was on leave shall be reinstated at the salary level and with the benefits to which they would have been entitled had their employment by the Board not been interrupted by the leave.
- b. Other extended leaves (i.e., restoration of health, travel), with or without pay or benefits may be granted at the discretion of the Superintendent. When such leave is granted the nurse will be returned to a position for which he/she is qualified. Upon the nurse's return the salary level and benefits will be those accrued and earned prior to the year's leave of absence.
- c. In the event that a leave under this section is without benefits, and subject to the limitations imposed by the carrier, an employee shall be permitted to access benefits at the COBRA rate.

ARTICLE 9
DUES DEDUCTION AND UNION SECURITY

9.1 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. in lieu of Union Membership, pay to the Union a service fee as may be fixed by the Union and allowed by law;
- c. choose to become non-paying, non-members of the bargaining unit.

The Union shall notify the Board in writing regarding the rates for fees and dues. Further, the Union shall supply the Board with written notice provided at least thirty (30) days prior to the effective date of any change in such rates for fees and dues. It shall be the sole responsibility of the union to solicit employees to join the Union or pay service fees or provide opt out of such fees or dues.

An employee may execute a written authorization for payroll deduction of dues/fees. Upon receipt of such an authorization, the Board shall deduct the dues or fees fixed by the Union from the wages due each pay period.

The Board shall be relieved from making such "check off" deductions upon: (a) termination of employment, (b) transfer to a position or classification other than one covered by the Union, (c) layoff from work, (d) an approved leave of absence, (e) revocation of the check-off authorization, or (f) expiration of this Agreement.

Notwithstanding the foregoing, upon return of an employee to work from any of the abovementioned absences, the Board shall immediately resume the obligation of making such deduction, except that the deductions for terminated employees shall require a new dues authorization card.

9.2 The Board shall deduct Union dues from the earned wages of the nurses bi-weekly in such amounts as determined by the Union, provided that no such deduction shall

be made from any nurses' wages except when authorized by them in writing. All sums so deducted shall be sent to the Union's office on a bi-weekly basis with a record of the amount and the names of those from whom deductions have been made.

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

ARTICLE 10

PROTECTION OF SCHOOL NURSES

- 10.1 School Nurses shall report immediately in writing to their principal and the central office all cases of verbal or physical assault suffered by them in connection with their employment.
- 10.2 Such report shall be forwarded to the Superintendent who shall comply with any reasonable request from the nurse for information in its possession not privileged under law which relates to the incident or the persons involved.
- 10.3 Whenever a nurse is absent from school as a result of personal injury caused by an assault arising out of and in the course of his or her employment, he or she shall be paid his or her full salary for the period of such absence without having such absence charged to his or her annual or accumulated sick leave. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any workers' compensation award for temporary disability due to the said assault injury for the period for which such salary is paid. The Superintendent, acting on behalf of the Board, shall have the right to have the nurse examined by a physician designated by the Superintendent, acting on behalf of the Board, for the purpose of establishing the length of time during which the nurse is temporarily disabled from performing his or her duties.

ARTICLE 11

WAGES

Nurses shall be paid the wages set forth in Appendix A of this Agreement.

- 11.1 Effective July 1, 2023 and thereafter in each year of this Agreement; and during any negotiated extension thereto; each step on the salary grid shall increase by 1.5%.
- 11.2 Effective July 1 of each year of this Agreement; and during any negotiated extension thereto; each wage on the salary grid shall increase by 2.5%.
- 11.3 Effective July 1 of each year of this Agreement, and any extension thereof, each Nurse shall advance one step on the wage grid.
- 11.4 In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions. All requests for deductions must be in writing on approved authorization forms. Each deduction shall be itemized on the pay stub, including but not limited to:
- a. Credit Union

- b. Regional District 13 Health and Dental Insurance
- c. Flexible Spending Account
- d. Long-term Disability Insurance
- e. TSA/Pension
- f. The Board of Education has agreed to handle the disbursement of monies collected for Tax Sheltered Annuity Plans g. HSA/HRA

11.5 Method of Payment

- (a) All nurses shall receive twenty-one (21) paychecks per year on alternate Fridays.
- (b) Each nurse shall have the option of being paid either:
 - (1) Ten-month basis - twenty-one (21) paychecks as equally divided as practicable.
 - (2) Twelve-month basis - twenty (20) paychecks as equally divided as practicable and one (1) "balloon" check equal to the balance of their earned salary for a school year in a single payment.
- (c) Nurses shall be required to utilize direct deposit for their paychecks.
- (d) Each Nurse will select their method of payment prior to the last day of school by completing the form provided by Human Resources. In the event the form is not completed by the last day of school, the payment method shall remain the same as last year.

ARTICLE 12 **INSURANCE**

The Board shall offer and pay for the following health care plan for all nurses electing coverage and their eligible family members. The Board shall have the right to change insurance carriers (including a change in third party administrators) in whole or in part, in order to provide the coverage, set forth below, provided that the plans(s) that result(s) from change in carriers or third-party administrators are substantially equivalent to the plan(s) described below, in terms of coverage benefits, and administration.

The Union representative shall be notified in writing within thirty (30) days of any intention to change carriers or third-party administrators and shall have a reasonable opportunity to review the proposed changes and request information regarding the proposed changes, which shall be remitted to the Union as soon as possible. The Union shall have no more than thirty (30) days from the date the new plan is presented to the bargaining unit or from when the Union receives the information it requested, if any, to review the proposed changes. The proposed changes shall be presented to the bargaining unit and a Union representative through a Board Committee including a representative of the insurance

carrier who will explain the proposed changes. If the Union does not approve of the proposed changes recommended by the Board Committee, it shall submit a written statement detailing the reasons for such disapproval, specifically listing the reduction in the level of coverage, benefits or administration to which it objects. The Union must submit this written statement within thirty (30) days of the meeting noted above. Failure to submit such statement within the thirty (30) days' time period shall be deemed approval of the proposed plan and a waiver of any right to arbitrate the issue.

If the Union disapproves of any change pursuant to the written statement noted above, it may submit the issue to arbitration within fifteen (15) days of receipt of notice from the Superintendent that the Board intends to implement the new plan. The Board must receive a written decision therein prior to implementing any change. The sole substantive issue for arbitration shall be as follows: Is the proposed insurance plan(s) substantially equivalent to the existing plan (s) in terms of benefits, coverage and administration.

12.1 Health

1. Subject to the conditions set forth below, the Board shall offer each nurse the opportunity to participate in the State Partnership Plan 2.0 ("SPP") for health benefits. The health plan benefits shall be as set forth in the SPP, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

a. The premium rates shall be set by the SPP. Based on such rates.

b. The employee percentage share of such premium cost shall be as follows:

2023-2024 Fourteen Percent (14%)

2024-2025 Fourteen- and One-Half Percent (14.5%)

2025-2026 Fifteen Percent (15%)

c. The SPP contains a Health Enhancement Plan ("HEP") component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event that the Partnership Plan 2.0 administrators impose a HEP non-participation or non-compliant penalty on the basis of an employee's non-compliance with the terms of the HEP or any non-compliance on the part of any individual covered under the employee's insurance, any such penalty shall be fully paid by the non-compliant employee. The imposition of any resulting premium cost increase shall be paid by the non-complaint employee by payroll deduction and the imposition of any deductible shall be implemented through claims administration.

d. In the event any of the following occur, the Board or the Union may reopen negotiations in accordance with Conn. Gen. Stat. § 10-153f(e) as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.

i) If the SPP in its current form is no longer available, or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

ii) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

e. In any negotiations triggered under subparagraph d. above as well as negotiations for a successor to the current collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account set forth in Appendix B of the June 1, 2020 to June 30, 2023 collective bargaining agreement, including plan design, coverage and benefits, managed care elements, and deductible funding to be the baseline for such negotiations, and the parties shall consider the following additional factors:

- Trends in health insurance plan design outside of the PP; and
- The costs of different plan designs.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

12.2 Dental

- a. Option 1: standard full-service Dental Plan with Rider A.
- b. Option 2: Flex Dental and Orthodontics
- c. The Board will pay one hundred percent (100%) of the employee's premium at Option 1 rates.

- d. The Board will pay sixty per cent (60%) of the employee's spousal and/or dependent coverage at Option 1 rates.
- e. Subject to any limitations imposed by the carrier(s), a nurse retiring and having ten (10) years or more in the District may remain on the District plan offered to active nurse employees at the Nurse's expense for the first five (5) years following his/her effective retirement date.

12.3 Life

- a. The Board will pay ninety-five per cent (95%) of the premium for Life Insurance coverage to the nearest one thousand dollars (\$1000) of the Nurse's salary with a minimum coverage of twenty-five thousand dollars (\$25,000). In order to be eligible, employees must enroll at time of hire.
- b. The Board will pay ninety-five per cent (95%) of the premium for an accidental death or dismemberment plan of five thousand dollars (\$5000).
- c. Subject to any limitations imposed by the carrier(s), life Insurance coverage may be converted after retirement to an Individual personal plan at the nurse's expense.

ARTICLE 13 **PENSION**

The nurses may participate in the Regional School District No. 13 Pension Plan in accordance with the provisions of the RSD13 Pension Plan. It is the sole responsibility of the school nurse as a member of the bargaining unit to enroll in the Regional School District No. 13 Pension Plan at such time he/she becomes eligible.

ARTICLE 14 **TRANSPORTATION**

School nurses who are required to provide their own transportation for inter-school assignments shall be paid the IRS rate per mile. The School Nurse Coordinator shall be paid the IRS rate per mile for necessary meetings out of the District.

ARTICLE 15 **APPOINTMENT TO POSITION**

15.1 Confirmation of appointment, job description and salary shall be in writing and/or electronic and given to each school nurse upon starting with the District.

15.2 The Union shall be notified in writing or electronically of the name and address of each new school nurse.

15.3 Copies of this contract shall be made available to each member of the local unit.

15.4 Board personnel policies shall be available to each member of the local unit upon request.

ARTICLE 16 **EVALUATION**

16.1 The Director of Student Services and Special Education or their designee shall do a written evaluation of school nurse's performance annually. The school nurse shall review this evaluation with the administrator and shall have opportunity to sign it and include written comments.

16.2 When the evaluation report regarding a school nurse is prepared, a copy shall be given to the individual and the date shall be recorded on each report.

16.3 Each nurse shall have the right to see and review their personnel file upon request by appointment. No separate active personnel file shall be maintained other than the one subject to the nurse's inspection.

ARTICLE 17 **GRIEVANCE PROCEDURE**

17.1 Any grievance concerning the discharge, suspension, discipline or demotion of a nurse or a misunderstanding involving the application, meaning or interpretation of this agreement or the violation of the specific terms of this agreement shall be settled in the following manner:

Step 1: Within thirty (30) days after a nurse knows, or should have known, of a grievance (which is defined as an alleged breach or violation of this collective bargaining agreement), he/she may present his/her claim as a written document to the Director of Student Services and Special Education. The Director of Student Services and Special Education shall, within five (5) days after the receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved nurse with a copy to the CHCA.

Step 2: If the aggrieved nurse is not satisfied with the disposition of his/her grievance at Step 1, they may, within ten (10) days after receiving the response, file his/her written grievance, to the Superintendent or their agent. The Superintendent or their agent shall, within ten (10) days of the receipt of the written grievance, meet with the aggrieved nurse and with representatives of CHCA for the purpose of resolving the grievance. The Superintendent shall, within ten (10) days after the hearing, render their decision and the reasons therefore in writing to the aggrieved nurse with a copy to CHCA.

Step 3: If the aggrieved nurse is not satisfied with the disposition of their grievance at Step 2, they may, within ten (10) days after receiving the response, file their written grievance with the Board of Education. The Board of Education or a committee thereof shall, within twenty (20) days of the receipt of the written grievance, meet with the aggrieved nurse and with representatives of CHCA for the purpose of resolving the grievance. The Board of Education shall, within ten (10) days after the hearing, render its decision and the reasons therefore in writing to the aggrieved nurse with a copy to CHCA.

Step 4: If the aggrieved nurse is not satisfied with the disposition of their grievance at Step 3, CHCA may, within six (6) days after receiving the response, submit the grievance to arbitration with the American Arbitration Association or the Connecticut State Board of Mediation and Arbitration by so notifying the Superintendent in writing. The arbitrator shall render their decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted.

- 17.2 The decision of the arbitrator shall be consistent with the terms of this Agreement, be in accordance with the agency's rules and regulations and shall be final and binding.
- 17.3 Each party shall bear the expenses of its own representatives and witnesses and related expenses, and both parties shall share equally the fees and expenses of the arbitrator.
- 17.4 Time limits may be extended by mutual agreement. In computing the time limits, Saturdays, Sundays and holidays shall not be included.
- 17.5 Failure to process a grievance in accordance with the steps outlined herein shall cause the grievance to be waived.
- 17.6 Nothing herein contained shall prevent the parties from meeting informally to attempt to resolve a grievance.
- 17.7 All documents, communications and records of grievance shall be filed separately from the personnel files.

ARTICLE 18
SENIORITY

18.1 For the purposes of this Article, union seniority is defined as the length of continuous employment with the Board of Education of District #13 in a bargaining unit position.

18.2 A nurse shall lose seniority by the following:

- a. Voluntary resignation
- b. Discharge for cause
- c. Retirement
- d. Layoff in excess of twenty-four (24) months
- e. Failure to report to work following recall within two (2) weeks of notice presented by certified mail.

18.3 Nurses shall serve a probationary period of six (6) months when first hired. During the probationary period, nurses may be disciplined up to and including termination without recourse to the grievance and arbitration provisions of this Agreement. Upon completion of the probationary period, the seniority of such new nurses shall be retroactive to the date of hire.

18.4 In the event of a reduction in staff, the nurse with the least amount of seniority shall be subject to layoff providing that the nurses then remaining are qualified in all aspects to perform the work available. CHCA and the affected nurses shall receive a minimum of thirty (30) days' notice or pay in lieu thereof. The best interests of the students and the school system as determined by the Superintendent shall be considered.

18.5 All employees who have been laid off will be placed on a reemployment list for their classification and remain on such list for two (2) calendar years. The order of recall shall be reverse the order of layoff. Notification of recall shall be mailed, return receipt requested, to the last address given by the employee. A recalled employee must report to work within ten (10) days of receipt of the recall notice. Should an employee fail to do so, said employee permanently waives their right to recall. Employees returning to work under this section shall retain the level of seniority present at the time of layoff.

ARTICLE 19
WORKERS' COMPENSATION

Whenever a nurse is absent from school as a result of personal injury arising out of and in the course of her employment, they shall be paid his/her full salary (less the amount of any worker's compensation award made for temporary disability due to said injury) for the period of such absence, not to exceed one (1) year, and no part of such absence shall be charged to their annual or accumulated sick leave. For injuries that exceed the one (1) year limitation period, coverage will be provided to the extent as determined by the Workers' Compensation Law.

ARTICLE 20
STIPENDS

20.1 Nurses holding a national Certification in School Nursing shall receive an annual stipend of five hundred dollars (\$500).

The Coordinator shall receive an annual stipend of eight percent (8%) of RN salary schedule, Step 1.

20.2 There shall be fifty-three (53) days in a pool to be used to complete necessary work for the nursing staff. The days shall be paid at the rate of two hundred and twenty-five dollars (\$225) per day. The days shall typically be used based upon the following guidelines, but may be changed by the administration to meet the needs of the District.

Coginchaug High School	17 days
Strong School	14 days
Memorial School	7 days
Brewster School	10 days
Lyman School	5 days

ARTICLE 21
DURATION

This agreement shall remain in full force and effect from July 1, 2023 through and until June 30, 2026. From year to year thereafter unless either party notifies the other, in accordance with the MERA, that it wishes to modify the Agreement.

This contract contains the full and complete Agreement between the Board and the Union on all negotiable issues and neither party shall be required, during the term of this contract, to negotiate upon any issues whether covered or not covered in the contract. This agreement may be modified by mutual agreement and in a writing signed by the Board and the Union.

Lucy R. Petrella

Regional School District #13

5/12/23

Date

Donna Juncadilla

CHCA District 1199, NUHHCE, AFSCME, AFL-CIO

5/18/23

Date

APPENDIX A

2023-2024 SALARY SCHEDULE				
<u>STEP</u>		<u>RN</u>	<u>BS</u>	<u>MS</u>
	1	\$ 56,160.78	\$ 57,737.23	\$ 59,308.55
	2	\$ 56,995.13	\$ 58,592.08	\$ 60,215.68
	3	\$ 57,840.75	\$ 59,461.28	\$ 61,083.85
	4	\$ 58,700.73	\$ 60,344.83	\$ 61,988.93
	5	\$ 59,567.88	\$ 61,093.08	\$ 62,909.38
	6	\$ 60,455.53	\$ 62,161.13	\$ 63,846.23
	7	\$ 61,353.43	\$ 63,084.65	\$ 64,794.35
	8	\$ 62,265.68	\$ 64,022.53	\$ 65,756.83
	9	\$ 63,190.23	\$ 64,973.73	\$ 66,733.65
	10	\$ 64,129.13	\$ 65,938.25	\$ 67,725.85
	11	\$ 65,090.58	\$ 66,927.38	\$ 68,741.63
	12	\$ 66,067.40	\$ 67,931.88	\$ 69,772.78

2024-2025 SALARY SCHEDULE				
<u>STEP</u>		<u>RN</u>	<u>BS</u>	<u>MS</u>
	1	\$ 57,564.79	\$ 59,180.66	\$ 60,791.26
	2	\$ 58,420.00	\$ 60,056.88	\$ 61,721.07
	3	\$ 59,286.77	\$ 60,947.81	\$ 62,610.95
	4	\$ 60,168.24	\$ 61,853.45	\$ 63,538.65
	5	\$ 61,057.07	\$ 62,620.40	\$ 64,482.11
	6	\$ 61,966.91	\$ 63,715.15	\$ 65,442.38
	7	\$ 62,887.26	\$ 64,661.77	\$ 66,414.21
	8	\$ 63,822.32	\$ 65,623.09	\$ 67,400.75
	9	\$ 64,769.98	\$ 66,598.07	\$ 68,401.99
	10	\$ 65,732.35	\$ 67,586.71	\$ 69,419.00
	11	\$ 66,717.84	\$ 68,600.56	\$ 70,460.17
	12	\$ 67,719.09	\$ 69,630.17	\$ 71,517.09

2025-2026 SALARY SCHEDULE				
	<u>STEP</u>	<u>RN</u>	<u>BS</u>	<u>MS</u>
	1	\$ 59,003.91	\$ 60,660.17	\$ 62,311.05
	2	\$ 59,880.50	\$ 61,558.30	\$ 63,264.09
	3	\$ 60,768.94	\$ 62,471.50	\$ 64,176.22
	4	\$ 61,672.45	\$ 63,399.78	\$ 65,127.11
	5	\$ 62,583.50	\$ 64,185.91	\$ 66,094.16
	6	\$ 63,516.09	\$ 65,308.03	\$ 67,078.44
	7	\$ 64,459.44	\$ 66,278.31	\$ 68,074.56
	8	\$ 65,417.87	\$ 67,263.67	\$ 69,085.76
	9	\$ 66,389.23	\$ 68,263.02	\$ 70,112.04
	10	\$ 67,375.66	\$ 69,276.37	\$ 71,154.47
	11	\$ 68,385.79	\$ 70,315.57	\$ 72,221.67
	12	\$ 69,412.06	\$ 71,370.93	\$ 73,305.02

Eligible nurses will advance on the wage schedule effective July 1, 2023, July 1, 2024 and July 1, 2025.

APPENDIX B

The parties agree that the School Nurse and the School Nurse Coordinator job descriptions shall be on file at the Central Office. The Union Representative will be notified of any changes to the School Nurse and School Nurse Coordinator job descriptions when such changes are made and will be provided with a dated copy of the revised job descriptions. During contract negotiations, School Nurse and School Nurse Coordinator job descriptions will be reviewed and revised as needed.

Personnel Files

- A. No material excluding ordinary business records originating after original employment shall be placed in a nurse's personnel file for more than thirty (30) days unless the nurse has been notified and has had an opportunity to review the material. The nurse may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the nurse is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- B. Any substantive, serious complaint made to the administration against a nurse or person for whom the nurse is administratively responsible, by any parent, student, or other person, shall promptly be called to the attention of the nurse. In no case shall any anonymous complaint or other complaint of third parties not investigated by the administration be placed in any nurse's file.
- C. Each nurse shall have the right to review and make copies of any material in the nurse's personnel file upon reasonable notice during the hours in which the Board's office is open.