

AGREEMENT

between the

EAST HARTFORD BOARD OF EDUCATION

and

EAST HARTFORD SCHOOL REGISTERED NURSES UNION

JULY 1, 2018 - JUNE 30, 2021

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THIS AGREEMENT IS MADE AND ENTERED INTO by and between the EAST HARTFORD BOARD OF EDUCATION, (hereinafter referred to as the "Board") and the EAST HARTFORD SCHOOL REGISTERED NURSES UNION, affiliated with the FEDERATION OF NURSES AND HEALTH PROFESSIONALS, AFTCT, AFL-CIO, (hereinafter referred to as the "Union").

ARTICLE I UNION RECOGNITION

1.1 The Board recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours of employment and other working conditions for all of its school registered nurses, with the exclusion of the Supervisor of Nursing Services.

ARTICLE II BOARD PREROGATIVES

2.1 It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of East Hartford in all its aspects, including but not limited to the following: to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of East Hartford; to determine the type of work to be performed; to assign all work to employees or other persons; to determine shift schedules and hours of work; to decide the methods, procedures and means of conducting the work; to select, hire, retire and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board of Education provided such rules and regulations are made known in a reasonable manner to the employees affected by them; to discharge or otherwise discipline any employee for just cause; to promote, transfer and lay off employees. These rights, responsibilities and prerogatives are not subject to delegations in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to any of its rights, responsibilities and prerogatives, other than as specifically provided for elsewhere in this Agreement, shall be subject to the grievance and arbitration provision of this Agreement.

ARTICLE III WORK YEAR

- 3.1 (a) The work year of nurses shall not exceed 183 days; any professional development days shall be scheduled prior to the start of the first day of school for students.
- (b) The Board may request any nurse to work two (2) additional days per year during the month of August (prior to the start of the school year) to review medical forms, issue gold cards prior to the start of the Fall sports season

to ensure the health and safety of the student athletes, etc. Compensation for this additional work shall be in accordance with Section 3.2 (a).

- (c) In the event that the Board desires to extend the work year from 183 days to a maximum of 185 days, the Union agrees to negotiate with the Board over the impact over such extension of the work year. Such negotiations shall be conducted in accordance with the provisions of the Municipal Employees Relations Act.

- 3.2 (a) The nurses' work day shall be seven (7) hours and twenty (20) minutes.

Nurses shall be compensated at the following hourly rates for summer work, any medical emergency, graduation exercise, or other activities, as approved by the appropriate administrator, beyond normal working hours. The hourly rates shall be as follows:

Effective July 1, 2018:	\$31.71 per hour
Effective July 1, 2019:	\$32.03 per hour
Effective July 1, 2020:	\$32.35 per hour

The hourly rates for the special education summer school work shall be as follows:

Effective July 1, 2018:	\$39.17 per hour
Effective July 1, 2019:	\$39.56 per hour
Effective July 1, 2020:	\$39.96 per hour

- (b) Nurses shall not be required to attend more than one after school department meeting per month. Such meetings shall start no later than 3:30 p.m. and nurses may be required to stay as long as one hour and fifteen minutes, as needed, in the Board's sole discretion.
- (c) All summer and after school work shall be posted in accordance with Article 17.2. Such summer and after school work shall be assigned on a rotating basis to those nurses who apply and are qualified as follows: 1) names of those nurses who apply shall be placed in seniority order for each position that the nurse applied for; 2) assignment shall be made in such seniority order for each position, except in the case of a nurse who had a summer assignment within the past two years in which case that nurse shall be bypassed; 3) if only one nurse applies, that nurse shall be assigned.
- (d) Notwithstanding the foregoing, the parties understand that the work year for certain early childhood education personnel will normally exceed the work year set forth above in Section 3.1. The Board shall have the right to determine the work year for such early childhood education personnel. To the extent that the Board designates a work year for such personnel in

excess of the work year set forth in Section 3.1, such additional work shall be compensated at the per diem rates for such employees. The per diem rates used for such compensation shall be based on the salaries in effect for that contract year.

- 3.3 (a) When students have been dismissed early and are no longer present in the building (e.g. after departure of buses), nurses may leave the school grounds during their lunch period with prior notice to the Principal.
- (b) In the event of an emergency closing, nurses shall be required to remain until students are dismissed and the school buses have exited the school parking lot. In the event of a late opening, nurses shall not be required to report earlier than fifteen (15) minutes before the start of the altered student day.

ARTICLE IV VACATIONS

- 4.1. Vacation period shall consist of the vacations listed in the school calendar.

ARTICLE V HOLIDAYS

- 5.1. Nurses will follow the holidays on the school calendar.

ARTICLE VI LEAVE PROVISIONS

SECTION A - Sick Leave

6.1 Nurses shall be entitled to sick leave with full pay at the rate of fifteen (15) days per year. Such days are cumulative over a period of years, subject to a maximum accrual of 185 days. Notwithstanding the foregoing, any such nurse who has accrued more than one hundred and eighty-five (185) days as of June 30, 2007 shall be permitted to retain such accumulated sick days, but shall not be permitted to accumulate any additional sick days on or after July 1, 2007 unless and until such time as such nurse's total sick leave accumulation falls below one hundred and eighty-five (185) days. Accumulated sick leave will be determined on the basis of the nurse's service to the Board since the most recent date of hire.

6.2 In exceptional cases, the Board may grant additional sick leave with pay. Requests for such additional sick leave shall be in writing and signed by the person making the request.

- 6.3 The sick leave days may be used for any of the following reasons:
- (a) Personal illness or physical incapacity.

- (b) Enforced quarantines of the nurse in accordance with Community Health Regulations.
- (c) Illness or physical incapacity of the following: spouse, son, daughter, mother, father, sister, brother, or any relative domiciled in the household of the nurse.
- (d) Marriage in the immediate family (not to exceed one (1) working day). For purposes of this subsection, "immediately family" shall be defined to include son, daughter, mother, father, sister, brother, stepson, stepdaughter, stepmother or stepfather.
- (e) Absence for personal reasons limited to situations not under the control of the nurse which make such absence from service necessary. Except in emergencies, prior approval must be given by the Superintendent or his/her designee, provided that for two (2) days per year, said request need not state the reason for the leave.
- (f) The two (2) days per year, as described in paragraph (e), may not be used in conjunction with any other leave or school holiday, but may otherwise be used in conjunction with each other.

6.4 Sick leave days may not be used to extend vacations.

SECTION B - Leave of Absence

6.5 Leave of absence shall be granted with full pay and not charged against sick leave for the following reasons:

- (a) Death in the immediate family (not to exceed three (3) working days).
- (b) Absence for any nurse who is required to report for jury duty, provided that reimbursement for same and regular pay together do not exceed regular wage.
- (c) For purposes of 6.5 (a), "immediate family" shall be defined as spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, grandchildren, grandparents, stepson, stepdaughter, stepmother, stepfather and any relative domiciled in the household of the nurse. One day special leave with full pay shall be granted for death of son/daughter-in-law, brother/sister-in-law.

SECTION C - Additional Provisions

6.6 The Board agrees to comply with any applicable law regarding pregnancy disability leave and/or family and medical leave.

6.7 Upon approval of the Superintendent or his designee, leave with full pay shall be granted to a nurse for attending conferences or important professional meetings. Travel expenses may be granted at the discretion of the Superintendent.

6.8 Leaves with full pay (not to exceed three school days per year) may be granted to nurses for the celebration of religious high holy days. An employee requesting religious leave must submit such request to Human Resources for approval at least five (5) school days prior to the date of the requested leave.

6.9 When it is necessary for official representatives of the Union to engage in negotiations or grievance meetings during their work day, they shall be given such free time, without the loss of pay as is necessary to perform any such activities. The Union, and its officers, recognize and agree that this privilege should not be abused.

6.10 Nurses may request leave without pay for the purpose of pursuing a full time course of study in a school health related field. The Board shall consider all such requests and provide each applicant with a written explanation of its' decision. Any nurse who takes an education leave shall be required to return to work for a period equal to the length of her leave upon completion of her leave. Nurses on such leave without pay shall be entitled to continue their existing health insurance coverage by paying one hundred percent (100%) of the cost of such coverage.

6.11 One (1) Federation representative shall be entitled to leave with full pay to attend the funeral of a deceased member of the bargaining unit.

6.12 Federation delegates shall be granted leave with full pay not to exceed a total of three (3) days per year to attend official Union conferences and conventions.

6.13 If a nurse is absent because of illness of a contagious communicable disease, other than the common cold or flu, traceable to contact made in school as determined by the school medical advisor, the absence will not be charged against that nurse's sick leave.

ARTICLE VII SALARIES

- 7.1 (a) The salary schedules for the fiscal years covered by this Agreement are set forth in Schedule A attached hereto and are hereby made a part of this Agreement.
- (b) Any nurse completing ninety-one consecutive and continuous school days as of the close of the school year shall be eligible for movement to the next step on the salary schedule.
- (c) Each nurse whose work is satisfactory shall be advanced one step annually on the appropriate salary schedule until the stated maximum of the schedule has been reached. Work shall be determined satisfactory unless

an unsatisfactory report has been delivered to the nurse at least twenty (20) days prior to the close of the school year.

- (d) Upon notification to the Superintendent's office of the earning of an appropriate degree and upon submission of appropriate transcriptions or other satisfactory evidence, advancement of the nurse will be made effective on the next first of September or the next first of February whichever comes first.
 - (e) Nurses currently serving in the East Hartford School System who are certified will be paid in accordance with degree schedule.
 - (f) Newly hired employees placement on the salary schedule shall take into account previous nursing experience and shall be in the sole discretion of the Director of Human Resources and shall not be subject to the grievance procedure.
- 7.2
- (a) On completion of ten (10) years of service, \$250.00 will be added to the salary schedule. This amount will be payable in a lump sum in the first pay period in June of the eleventh (11th) year of service. This will be increased by \$250.00 each two year period thereafter until retirement.
 - (b) Pro-rated longevity payments will be made to an employee in the event said employee terminates his/her services to the Board.
 - (c) Employees on paid sick leave shall be included under longevity payments.
 - (d) Longevity payments shall be available only to nurses hired prior to June 30, 1999.

7.3 Nurses who have worked for a minimum of fifteen (15) continuous years in East Hartford shall receive a retirement separation pay of fifty percent (50) of their accumulated unused sick leave up to a maximum of ninety (90) days. Beginning on July 1, 2010, the maximum retirement separation pay for accumulated sick leave for such nurses shall be seventy-four (74) days. Payment is at 1/183 of the nurse's annual salary based on the degree and step in the retirement year. The Board shall pay to the estate of a nurse who dies before retirement, but would otherwise be eligible for a benefit under this paragraph, an amount computed as if the nurse had retired on the date of death.

This provision regarding separation pay shall not apply to any nurse hired on or after July 1, 2010.

7.4 Nurses shall not be required to perform the duties of the Supervisor of Nursing Services. The Supervisor of Nursing Services shall not perform the duties of members of the bargaining unit except in emergency situations or where the Board determines it is in the best interest of the District, provided the Supervisor of Nursing Services shall not be used to fill a vacant position and/or fill an extended leave of absence. In addition, in the event that the

covering nurse (assigned to the “sister” school) is not available to respond to a need at the school that requires coverage, the Supervisor of Nursing Services may provide such coverage.

7.5 In the event a nurse is assigned to cover more than one (1) school as his/her regular assignment, the nurse shall be reimbursed by the Board for the annual cost of his/her professional liability insurance for each year (limit of \$100.00 a year).

ARTICLE VIII TRAVEL ALLOWANCE

8.1 Employees who are requested to use a privately owned automobile for conducting Board business shall be reimbursed once a month, after submitting a reimbursement request, for all mileage driven at the applicable IRS rate. In order to be eligible for such reimbursement, the employee must submit a written request for reimbursement to the Business Office no later than the thirtieth (30th) calendar day of the calendar month following the travel, except that reimbursement requests for mileage for the months of May and June must be submitted by the tenth (10th) calendar day of the calendar month following the travel. Payment will be monthly. The Board may request proof of minimum insurance coverage required by law.

ARTICLE IX INSURANCE AND RETIREMENT

9.1 The Board shall provide the following insurance for all nurses who work half time or more and their enrolled dependents:

- (a) High Deductible Health Plan.
- (b) The Board will provide Blue Cross Full Service Dental Plan with riders A, B, and C.
- (c) For nurses who are eligible for Medicare Plan B, the Board shall pay the cost of Medicare Plan B (minus the employee contribution toward such costs, as described below), or at the option of the employee, 9.1(a).
- (d) Employees shall pay the following percentages of the premiums for the health insurance coverage described in paragraph (a) of this section, through payroll deduction:

Effective July 1, 2018	8.0%
Effective July 1, 2019	8.5%
Effective July 1, 2020	9.0%

- (e) Employees shall pay the following percentage of the premium for the dental insurance coverage described in paragraph (b) and Medicare Plan B described in paragraph (c) of this section, through payroll deduction:

Effective July 1, 2018	20.0%
Effective July 1, 2019	21.0%
Effective July 1, 2020	22.0%

- (f) The Board will not fund any portion of the deductible under the High Deductible Plan.

Effective June 30, 2020, the Board will not process employee contributions into employees' health savings accounts, unless the Board and the Union mutually agree otherwise.

Employees enrolled in the high deductible health plan must remain in the plan for the entire plan year unless an IRS-approved qualifying event can be documented.

The Board shall implement a Wellness Program which offers a financial incentive for employees to take a more active role in their health. The Wellness Program requires employees to annually: (a) have their physician complete the Preventative Health Attestation Form utilized by the Board certifying that they have had medical screenings appropriate for their age; (b) have their physician provide them with biometrical results; and (c) complete an on-line health risk assessment utilizing the biometrical results. Employees will be required to submit written proof of completion to qualify for this contribution. Effective July 1, 2015, employees who fully comply with all of the Wellness Program requirements in a given year shall receive a two hundred and fifty dollar (\$250.00) contribution into the employee's Health Savings Account.

- (g) The Board shall adopt an Internal Revenue Code Section 125 Plan, which allows nurses to pay insurance contributions with pre-tax dollars.

9.2 The Board shall provide and pay for a life insurance policy with a double indemnity provision for each nurse who works half time or more in the amount of \$25,000.00.

9.3 Life Insurance for nurses retiring after January 1, 1971, shall be paid in full by the Board in the amount of \$3,000.

9.4 The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided the overall level of benefits, when considered as a whole, remains substantially comparable to the overall level of benefits in effect immediately preceding any such change.

9.5 Each nurse will carry automobile insurance of \$100,000/\$300,000 during each school year. The Board will contribute toward the cost of such coverage for each nurse according to the following schedule: \$60.00 per year. Nurses shall be required to submit proof

of insurance on an annual basis to the Director of Business Services to be eligible for this \$60.00 reimbursement.

9.6 New employees shall not be eligible for insurance benefits for a period of ninety (90) calendar days from the date of hire, unless the Director of Human Resources waives this requirement.

9.7 Effective July 1, 2017, bargaining unit members who retire in accordance with the Town of East Hartford's defined benefit retirement plan will be permitted to continue their medical and dental coverage for themselves, their spouses, and any eligible dependents provided the retiree pays the premium cost share in effect at the time of retirement for the duration of their retirement. The employee shall pay the full cost of premium for any spouse or dependents electing health and/or dental coverage.

9.8 If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 49801, or any other local, state or federal statute or regulation, the parties agree to open negotiations over an insurance plan that will reduce the cost of the plan to under the excise tax thresholds or reduces the amount of any applicable excise tax. Other negotiated subject matter shall not be subject to this reopener provision.

ARTICLE X GRIEVANCE PROCEDURE

10.1 A grievance shall mean a complaint by a nurse that his/her rights under the specific language of this Agreement have been violated, or that as to his/her there is a misinterpretation or misapplication of the specific provisions of this Agreement. As used in this Agreement the term "nurse" shall mean either (1) an individual nurse, or (2) a group of nurses having the same grievance.

10.2 Grievances must be processed in the following manner:

Step 1: This nurse or his/her union representative (if the nurse so desires) shall first discuss her/his grievance with his/her immediate superior with the objective of resolving the matter informally, and in the event that the nurse is not satisfied, he/she shall submit his/her grievance in writing to his/her immediate superior. The written statement of a nurse's grievance shall contain a statement of facts, the remedy requested, and a reference to that provision of this Agreement, if any, which the nurse claims has been violated. Such immediate supervisor shall meet with the nurse and the Union representative (if the nurse so desires) prior to making his decision, but in any event must render his decision in writing with copies to the nurse and the Union within five (5) school days of the submission to him of the nurse's written statement of grievance.

Step 2: If the grievance is not settled in Step 1 within the required time, the nurse or his/her Union representative (if the nurse so desires), may, within ten

(10) school days, appeal in writing to the Superintendent or his designated representative. The Superintendent and/or his representative shall meet with the nurse, a Union representative (if she/he so desires), and may include at such meeting any other individuals concerned. Such meeting shall be held within ten (10) school days of the receipt by the Superintendent of the nurse's appeal. The Superintendent shall give a written answer to the nurse and the Union within five (5) school days of the conclusion of such meeting.

Step 3: If the grievance is not settled in Step 1 and 2 within the required time, the Union may submit such grievance to arbitration. Notice of intention to submit such grievance to arbitration must be in writing addressed to the Superintendent of Schools, and submission to an arbitrator who shall be acceptable to both parties or to the American Dispute Resolution Center, must be made not later than thirty (30) calendar days following the decision of the Superintendent, or the expiration of the time limits for making such decision, whichever shall first occur. Arbitration by the American Dispute Resolution Center shall be in accordance with its administrative procedures, practices, and rules.

The arbitrator shall hear and decide only one grievance in each case. He shall be bound by and must comply with all of the terms of this Agreement. He shall have no power to add to, delete from or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be binding upon both parties and all nurses during the life of this Agreement. Fees and expenses, if any, of the arbitrator shall be borne equally by the Board and the Union. References to "Arbitrator" include a single arbitrator or a panel of arbitrators.

10.3 Any grievance, as defined above, not presented for disposition through the grievance procedure set forth above within ten (10) school days of the occurrence of the condition giving time thereto, or within ten (10) school days of her/his knowledge of its occurrence, whichever comes later, shall not thereafter be considered a grievance under this Agreement. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered, and such decision shall therefore be binding upon the aggrieved.

10.4 Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during school hours, all persons who participate shall be excused without loss of pay for that purpose.

10.5 Each Union representative shall be permitted the necessary time without loss of pay to investigate and process grievances within her/his area of representation, provided he/she has informed his/her immediate superior of where he/she is going and why he/she has left his/her

school building and received permission therefore, which permission shall not be unreasonably withheld.

10.6 If in the judgment of the President of the Union, a grievance affects a group or class of nurses, such grievances may be submitted in the name of the President of the Union.

10.7 Failure of a nurse or the Union to file a grievance within the time limits specified in the grievance procedure does not establish a precedent for settlement of any future grievance.

10.8 In addition to those specified, the Union, or the Board may, at Step 3 of the grievance procedure, have other representatives present during the presentation of the grievance.

ARTICLE XI **PROTECTIONS**

11.1 Nurses shall immediately report to their superior orally, to be followed by a written report, all cases of assault suffered by them in connection with their employment.

11.2 Such report shall be forwarded to the Superintendent and the Board which shall comply with any reasonable request from the nurses for information in its possession not privileged under the law which relates to the incident or the persons involved.

11.3 If civil proceedings are brought against a nurse alleging that he/she committed an assault or alleging professional misconduct or negligence in the course of or in connection with his/her employment, such nurses may request the Board to furnish legal counsel to defend her/him in such proceeding. If the Board does not provide such counsel, then the Board shall reimburse the nurse for reasonable counsel fees incurred by him/her in defending the proceeding, in accordance with the Connecticut General Statutes, Section 10-235, as amended from time to time.

ARTICLE XII **ACCIDENT BENEFITS**

12.1 Whenever an employee is absent as the result of a personal injury caused by an accident arising out of and in the course of his/her employment within the meaning of and in accordance with the Connecticut Workers' Compensation Act, he/she shall be compensated in accordance with the provisions of such Act. An employee may elect to charge the difference between his/her workers' compensation benefits and his/her regular net pay to his/her accumulated sick leave.

ARTICLE XIII **REDUCTION IN FORCE**

13.1 After the Board of Education determines the number of nursing positions which are to be eliminated, the following criteria shall be applied in sequential order:

- (a) List the employees who are serving as school nurses by ranking those most senior at the bottom and those most junior at the top on the basis of continuous service in the school district.
- (b) Review all evaluations of the people on the seniority list.
- (c) Terminate the employment of the least senior person if no other position exists to which the person may be appointed if qualified.
- (d) In all considerations of seniority, if appropriate experience, evaluation and other relevant school health care considerations demonstrate that a nurse has overriding professional value to the school system, such nurse may be retained in preference to the next most senior nurse.
- (e) Time off for sabbatical leave, leaves of absence with or without pay, not exceeding a total of one school year, shall be counted toward determining seniority ranking. Time off for any reason beyond one year shall not count toward determining seniority ranking. Connecticut State Statutes will be applied for those employees who were absent due to required military leave.
- (f) Employees who are laid off because of reduction in staff shall be eligible for reemployment for up to two years from the last day of employment prior to termination of employment by being placed on a "recall list."
- (g) An employee on the recall list will be notified of recall by a letter mailed return receipt requested to the last known address. If the employee fails to respond to the notice of recall within five days of receipt or fifteen (15) days of mailing whichever is shorter, the employee shall be deemed to have refused reappointment. The name of any employee who refuses reappointment shall be removed from the recall list.

ARTICLE XIV SENIORITY

14.1 Seniority shall be determined by the total length of continuous service as a nurse in the school system. In the event of a tie, the question of seniority shall be decided by:

- 1. Date initial contract signed.
- 2. Previous service in the school system.

14.2 Seniority shall not be broken by vacations, sick time, jury duty, suspension, any authorized leave of absence, or any call to military service.

- (a) Employees who have not broken their seniority by voluntary resignation, termination for cause or failure to accept recall from layoff under the

terms of this Agreement, shall be considered to have continuous service for purposes of this article.

14.3 New employees shall serve a probationary period of sixty (60) work days and shall have no seniority rights or recourse for grievance during this period, but shall be subject to all other provisions of this Agreement. Effective July 1, 2003, the probationary period for employees hired after that date shall be ninety (90) working days. Effective July 1, 2004, the probationary period for employees hired after that date shall be one hundred twenty (120) working days.

During such probationary period it shall be the prerogative of the Superintendent to evaluate performance and if deemed unsatisfactory, to issue a formal notice of termination. All employees who have completed their probationary period shall acquire length of service records as of the most recent date of their hiring. In no event shall the judgment, decision or determination of the administration or the Board be subject to challenge in the matter of probationary employees.

ARTICLE XV UNION ACTIVITY

15.1 The Board agrees that, upon submission of a dues check-off card for payroll deduction of his/her Union membership dues, the proper deduction will be made each month from the employee's salary and forwarded to the Union monthly. Upon the payment thereof to the Union, the Board shall be held free and harmless from any liability in handling such Union dues and may require a release from Union.

15.2 The Board shall deduct the amount certified by the Union as the annual dues from the pay of each member in equal installments every pay period. All such deductions shall be remitted to the Union monthly by mutual agreement. Employees on leaves of absence must make suitable arrangements in advance of such leave to pay the Union dues directly to the Union.

- (a) All present employees who are members of Local No. 5044, AFTCT/FNHP AFL-CIO on the effective date of this Agreement shall remain members in good standing by payment of their regular monthly dues on or before the last day of each month, or shall pay an agency service fee as described below, as a condition of continued employment.
- (b) All employees who are not members or who are hired hereinafter to work within this bargaining unit, shall become members or pay an agency service fee to Local No. 5044 within thirty (30) days of signing this Agreement or within thirty (30) days of commencing work whichever is later as a condition of continued employment in the East Hartford School System. Such agency service fee shall not exceed the costs uniformly assessed each member for collective bargaining, contract administration, and grievance adjustment, and shall be set and administered in accordance with law.

15.3 One bulletin board or adequate space on another bulletin board shall be reserved at an accessible place in each school for the exclusive use of the Union for the posting of official Union notices or announcements.

15.4 The Union may call meetings in any school before or immediately after school upon request to and permission from the principal.

15.5 The Board agrees to furnish a copy of this Agreement to each employee within thirty (30) working days after its signing. New employees will be given a copy of this Agreement at the time of hire.

ARTICLE XVI PERSONNEL

16.1 No material derogatory to a Nurse's conduct, service, character or personality shall be placed in a nurse's personnel file unless it has first been shown to the nurse.

16.2 The nurse may submit a written notation regarding any material placed in his/her personnel file, and the same shall be attached to the file copy of the material in question.

16.3 There shall be only one official Personnel file per nurse to be kept in the Personnel Office. Information not contained in the above official file shall not be used in any way against the nurse at any hearing or disciplinary action or meeting concerning the nurse.

16.4 Nurses shall be disciplined for cause only.

ARTICLE XVII ASSIGNMENT, VACANCIES, TRANSFERS

17.1 Nurses shall be notified in writing of any changes in their assignments for the ensuing school year, including the schools to which they will be assigned as soon as practicable and under normal circumstances not later than the last day of school. Upon request by the nurse following receipt of notification of a change in the nurse's assignment, the Supervisor of Nursing and the Director of Pupil Personnel Services will meet with the nurse to discuss the reason(s) for the change. Thereafter, upon request by the nurse, the Director of Human Resources will meet with the nurse to discuss the reason(s) for the change. A Federation representative will attend the meeting(s) with the nurse if the nurse so desires. In the event of a change in circumstances in the months June through September, such assignments may be changed as required to meet the situation.

17.2 In the event a vacancy occurs within the bargaining unit, notice of such vacancy shall be posted for ten (10) school days prior to closing of applications. Any nurse may submit a written request for transfer to the Director of Human Resources. If such vacancy is filled by transfer, seniority and experience shall be factors in considering such requests.

17.3 In filling vacancies the Board will interview all bargaining unit member candidates prior to interviewing candidates from outside the school system. If in the opinion of the Director of Human Resources two or more bargaining unit members are equal in qualifications, the most senior employee shall be appointed to the vacant position.

17.4 If vacancies or new positions become available during the summer months, such positions shall be posted in the central office for a period of ten (10) business days and such posting shall be mailed to the Federation president and to any other employee who has provided self-addressed, stamped envelopes with the Director of Human Resources for such purpose.

17.5 Before an involuntary transfer or change in assignment is made, consideration may be given first to those nurses who have expressed a desire to transfer.

17.6 Upon request by the nurse following receipt of notification of an involuntary transfer, the Supervisor of Nursing and the Director of Pupil Personnel Services will meet with the nurse to discuss the reason(s) for the involuntary transfer. Thereafter, upon request by the nurse, the Director of Human Resources will meet with the nurse to discuss the reason(s) for the involuntary transfer. A Federation representative will attend the meeting(s) with the nurse if the nurse so desires.

ARTICLE XVIII DURATION

18.1 This Agreement shall become effective July 1, 2018 and shall remain in full force and effect through June 30, 2021.

18.2 This Agreement contains the full and complete Agreement between the Board and the Association on all negotiable issues, and neither party shall be required during the term thereof, except as noted in Article VII, to negotiate upon any issue, whether it is covered or not covered in this Agreement. All prior practices, agreements and understandings are not binding upon the Board unless specifically incorporated herein.

18.3 Not later than the first of March of the year of the expiration of this Agreement, the parties agree to negotiate in good faith in accordance with the procedure set forth herein, to secure a Successor Agreement.

ARTICLE XIX SAVINGS CLAUSE

19.1 It is agreed that if any section, clause or phrase of this Agreement is found to be illegal or void by an authority of competent legal jurisdiction, such section, clause or phrase will be severed from this Agreement. The remaining portions or provisions of this Agreement shall remain in full force and effect.

ARTICLE XX
MISCELLANEOUS


20.1 The Board of Education shall provide five (5) hours of staff development activities that result in educational contact hours for the nursing staff annually. The five hours shall be provided during staff meeting time.

20.2 Nurses shall be excused from general staff development activities and staff meetings that are designed specifically for the certified teaching staff only when a priority nursing activity is mutually agreed upon between the Supervisor of Nursing Services and the Director of Human Resources.


20.3 In the event that a nurse is working in a school that is not his/her regular assignment, the nurse shall, upon his/her request, be accompanied by the principal or his/her designee for verification of student identification during distribution of medication.

ARTICLE XXI
SIGNATURE

21.1 In witness whereof the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representative this 16th day of April, 2018.



For the East Hartford Board of Education



For the East Hartford School Registered
Nurses Union

SCHEDULE A

CLASSIFICATION

	7/1/2018	7/1/2019	7/1/2020
Degree Nurse	2.50%	1.00%	1.00%
Step 1	\$48,310	\$48,793	\$49,281
Step 2	\$50,259	\$50,761	\$51,269
Step 3	\$52,256	\$52,778	\$53,306
Step 4	\$54,377	\$54,921	\$55,470
Step 5	\$56,620	\$57,186	\$57,758
Step 6	\$58,985	\$59,574	\$60,170
Step 7	\$60,624	\$61,230	\$61,842

	7/1/2018	7/1/2019	7/1/2020
NonDegree Nurse	2.50%	1.00%	1.00%
Step 1	\$47,189	\$47,661	\$48,137
Step 2	\$49,070	\$49,561	\$50,056
Step 3	\$51,031	\$51,541	\$52,056
Step 4	\$53,203	\$53,735	\$54,272
Step 5	\$55,430	\$55,984	\$56,544
Step 6	\$57,795	\$58,373	\$58,956
Step 7	\$59,435	\$60,029	\$60,629

MEMORANDUM OF UNDERSTANDING

- 9.2 Nurses retiring after July 1, 1974, shall be permitted to continue their Major Medical insurance coverage at their own expense, and the Board of Education shall perform whatever administrative services are required to permit such continuation through the group plan, provided such arrangement is acceptable to the respective insurance carriers, and provided such action does not cause a substantial increase in the group rates.

The parties agree to remove this provision from the main body of the contract with the understanding that the administrative services referenced in above Section 9.2 are in fact performed by the Town of East Hartford.

In the event that the Town of East Hartford discontinues the administrative services referenced in Section 9.2 above, the East Hartford Board of Education assures the performance of such service.

Any violation of this Memorandum of Understanding shall be grievable in accordance with the grievance provisions of the contract between the parties.

This Agreement is entered into with past, present or future prejudice or precedent to the position of the parties.

East Hartford Board of Education

East Hartford School Registered
Nurses Union

APPENDIX B HIGH DEDUCTIBLE HEALTH PLAN HEALTH SAVINGS ACCOUNT

THIS IS A BRIEF SUMMARY OF THE BENEFITS COVERED UNDER THE PLAN. IT IS NOT INTENDED TO BE A COMPLETE LIST OF BENEFITS

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Annual Deductible (single/ family)	\$2,000 / \$4,000	
Coinsurance	Not applicable	20%
Coinsurance Maximum (single/ family)	\$4,000/ \$8,000	\$4,000/\$8,000
Lifetime Maximum	Unlimited	Unlimited
Single Deductible must be satisfied before any Covered Services		
	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Member pays:
PREVENTIVE CARE		
Well child care	No cost share	Deductible & Coinsurance
Adult Physical examinations	No cost share	Deductible & Coinsurance
Other Preventive Screenings:		
Routine gynecological care: pap smear & pelvic exam	No cost share	Deductible & Coinsurance
Mammography, Prostate, colorectal, colonoscopy, lipid & diabetic	No cost share	Deductible & Coinsurance
Hearing & Vision screening	No cost share	Deductible & Coinsurance
Immunizations and Vaccinations (other than those needed for travel)	No cost share	Deductible & Coinsurance
HOSPITAL SERVICES		
All Inpatient Admissions	Deductible	Deductible & Coinsurance
Specialty Hospital 100 days per member per Calendar Year – additional visits are available once maximum is met, subject to Out of Network cost shares	Deductible	Deductible & Coinsurance
Outpatient Surgery in a licensed ambulatory surgical center	Deductible	Deductible & Coinsurance
DIAGNOSTIC SERVICES		
Diagnostic lab and x-ray	Deductible	Deductible & Coinsurance
High Cost Diagnostic Tests MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	Deductible & Coinsurance
THERAPY SERVICES		
Outpatient Rehabilitation Outpatient Rehabilitation and restorative physical, occupational, speech and chiropractic therapy for up to 50 combined visits per Calendar Year. Additional visits are available once maximum is met, subject to Out of Network cost shares.	Deductible	Deductible & Coinsurance
Allergy Office Visit/Testing	Deductible	Deductible & Coinsurance
Allergy Injections – Immunotherapy or other therapy treatments	Deductible	Deductible & Coinsurance

MEDICAL EMERGENCY/URGENT CARE SERVICES		
Emergency Room Treatment Emergency cost share waive if the Member is admitted directly to the Hospital from the emergency room	Deductible	Deductible & Coinsurance
Ambulance- Land & Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule	Deductible	Deductible & Coinsurance
PHYSICIAN MEDICAL/SURGICAL SERVICES		
Medical Office Visits	Deductible	Deductible & Coinsurance
Services of a Physician or Surgeon (Other than a medical office visit.	Deductible	Deductible & Coinsurance
	In-Network After Annual Deductible <i>Member pays:</i>	Out-of-Network After Annual Deductible <i>Member pays:</i>
MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES		
Outpatient Treatment for Mental Health Care and Substance Abuse Care	Deductible	Deductible & Coinsurance
Inpatient Hospital Services In a Hospital or Residential Treatment Center for Mental Health Care	Deductible	Deductible & Coinsurance
Inpatient Rehabilitation Treatment for Substance Abuse Care In a Hospital or a Substance Abuse Treatment Facility	Deductible	Deductible & Coinsurance
OTHER MEDICAL SERVICES		
Skilled Nursing Facility Up to 120 days per Calendar Year	Deductible	Deductible & Coinsurance
Private Duty Nursing Limited to \$15,000 per Plan Year	Deductible	Deductible & Coinsurance
Immunizations and Vaccinations for Travel	Deductible	Deductible & Coinsurance
Prescription Drugs Retail Pharmacy: The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply. Diabetic equipment, drugs, and supplies.	Deductible	Deductible & Coinsurance
Mail Order Pharmacy: The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 90 day supply. Diabetic equipment, drugs, and supplies.	Deductible	Deductible & Coinsurance

Prescription drugs –after deductible (when purchased from network pharmacy)	<u>Retail (30 day supply)</u> \$10 Tier 1 co payment \$25 Tier 2 co payment \$40 Tier 3 co payment Mail Order (90 day supply) \$10 Tier 1 co payment \$50 Tier 2 co payment \$80 Tier 3 co payment	
Human Organ and Tissue Transplant Unlimited Maximum	Deductible	Deductible & Coinsurance
Home health care Nursing and therapeutic services limited to 200 visits per calendar year	Deductible	Deductible & Coinsurance
Home health aide services limited to 80 visits tat (applicable to the 200 visit limit)	Deductible	Deductible & Coinsurance
In the Home Hospice Medical Social Services under the direction of a Physician Up to \$420	Deductible	Deductible & Coinsurance
Infusion Therapy Unlimited lifetime maximum	Deductible	Deductible & Coinsurance
Durable Medical Equipment and Prosthetic Devices Hearing Aid Coverage Available for dependent children age 12 years and under with a maximum of 41,000 within a two year period Diabetic equipment and supplies	Deductible	Deductible & Coinsurance
Ostomy Related Services	Deductible	Deductible & Coinsurance
Hospice Care (Inpatient)	Deductible	Deductible & Coinsurance
Wig Up to \$500 maximum per Member per Plan Year		
Specialized Formula	Deductible	Deductible & Coinsurance
Infertility Services – covered only to the levels pursuant to State of CT mandate Office Visits Outpatient Hospital Inpatient Hospital Infertility Drugs The maximum supply of a drug for which benefits will provided when dispensed under any one prescription is 30 day supply	Deductible	Deductible & Coinsurance
Maternity	Deductible	Deductible & Coinsurance

Dependent Maximum age is 26 years.

Notes to Benefit Descriptions

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT, OT, ST, and chiropractic services limited to 50 combined visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

This does not constitute your health plan or insurance policy. It is only a general description of the plan.

