

THE HAMDEN BOARD OF EDUCATION
AND

UPSEU, LOCAL 424 - UNIT 3

(NURSES)

Expires June 30, 2018

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This agreement entered by and between the Hamden Board of Education, hereinafter referred to as the Board, and United Public Service Employees Union, Local 424, Unit 3 hereinafter referred to as the Union.

ARTICLE 1 PREAMBLE

Section 1.1

The purpose of this Agreement is to establish fair and equitable professional employment conditions for the nurses covered herein and an orderly system of mutually respectful and cooperative employer-employee relationships, in order that more efficient, effective and progressive health care services may be rendered.

ARTICLE 2 RECOGNITION

Section 2.1

The Board hereby recognizes the Union as the sole representative for all Registered Professional Nurses employed by the Board as School Nurses, hereinafter referred to as United Public Service Employees Union, Local 424, Unit 3, for the purpose of bargaining as to hours of work, wages and working conditions.

ARTICLE 3 MANAGEMENT RIGHTS

Section 3.1

No provision of this Agreement shall be deemed to limit or curtail the Board in any way in the exercise of the rights, powers and authority which the Board had prior to the effective date of this Agreement, except as expressly limited or curtailed herein.

ARTICLE 4 DISCRIMINATION

Section 4.1

The Board will not interfere with, restrain or coerce the Employees covered by this Agreement because of membership in, or activity on behalf of, the Union. The Board will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in, or activity on behalf of, the Union, nor will it discourage or attempt to discourage membership in the Union or attempt to discourage membership in another Union.

Section 4.2

There shall be no discrimination, threat, penalty, coercion, or intimidation of any kind against any employee by reason of race, creed, color, religious belief, sex, age, Union membership, Union activity, national origin, sexual orientation, or marital status. An alleged violation of this Section shall be filed in accordance with the grievance procedure beginning at Step 2. If the grievance is not resolved at Step 2, the grievance shall not proceed forward. This shall not limit any individual from pursuing her/his available claim(s) through the Commission on Human Rights and Opportunities ("CHRO") or the Equal Employment Opportunity Commission ("EEOC"). The grievance process and/or prohibited practice process shall be available for any matter associated with Union membership and or Union activity.

Section 4.3

The Union agrees to cooperate with the Board in its Equal Employment Opportunity and Affirmative Action programs. The Board Education shall hold the Union harmless concerning any and all claims arising out of the implementation of the Board's Equal Employment Opportunity and Affirmative Action programs. In this contract, words of the masculine gender and of the feminine gender shall be interchangeable as the context may require.

ARTICLE 5 AGENCY SHOP

Section 5.1

All present employees who are members of the Union and all employees hereinafter hired within thirty (30) days from the date of their employment, shall as a condition of employment become and remain members in good standing of the Union in accordance with the constitution and by-laws of the Union during the term of this Agreement or extension thereof.

Section 5.2

Each employee hired before the effective date of this Agreement, as a condition of employment, at the end of thirty (30) days after the date of this Agreement is signed, shall either become and remain a member of the Union in good standing or pay to the Union an amount equal to the amount of dues, fees and assessments payable by Union members for the duration of this Agreement.

A. The Union agrees to indemnify and to save the Board of Education harmless from any and all claims or demands which may be made against the Board of Education arising out of an action taken against the Board under any of the Sections of this Article.

B. The Board agrees to furnish names and addresses of new employees and their assignments within ten (10) days of the hiring date.

Section 5.3

The Board agrees to deduct monthly dues as specified by the Treasurer of the Union from the wages of all bargaining unit employees upon receipt of an authorization card signed by the employee, and will continue to deduct such dues monthly for the term of this Agreement or extension of thereof and will transmit such dues to the Treasurer of the Union on a monthly basis. The monthly dues remittances to the Union shall be accompanied by a list of employees from whose wages dues deductions have been made.

Section 5.4

During the life of the Agreement an employee who is now a member of the union shall have the option to continue paying Union dues or, in lieu, may shift to the payment of the agency fee as described herein above and as so pursuant to Section 5.3 of the contract.

ARTICLE 6 HOURS OF WORK

Section 6.1

The workday for nurses shall be six hours and twenty-nine minutes. Hours of work shall continue pursuant to the current practice which provides coverage for the arrival and departure of the students.

Section 6.2

(a) Nurses shall be entitled to a non-paid lunch period of thirty minutes. Lunch may be taken, with the agreement of the school administrator, during the student lunch/recess period if the nurse remains in the school building and if the nurse is on call for emergencies. Nurses may leave the site with the agreement of the school administrator as currently practiced, if lunch is taken at a time other than during the students' lunch/recess. Elementary public school nurses may combine their 15 minute morning non-paid break with their thirty minute non-paid lunch break for a forty-five minute consecutive break.

(b) Each Public Elementary School Nurse shall be entitled to a non-paid fifteen-minute break in the morning of each workday.

(c) The parties agree to define one-half day for the purposes of contractual leave as follows:

1. For the High School, Middle School and non-public school nurses, the first 1/2 day (morning) shall be calculated from the employee's start time and end three hours and 15 minutes later.

2. For the public elementary school nurses, the first 1/2 day (morning) shall be calculated from the employee's start time and end three hours and 30 minutes later.

3. For all Nurses, the second (1/2) of the day (afternoon) shall start three hours and 14 minutes before the end of the employee's day.

(d) For all employees 1/2 day of pay shall be defined as 3.25 hours.

Section 6.3

The work year shall be the student school year plus three days before the beginning of the student school year and one day during the year for a workshop in November. Nurses shall not be required to work the day after the close of the school year with the understanding that all year-end duties are to be completed by July 1st without additional compensation. If the student school year (currently 180 days) is increased or decreased by the Board of Education then the parties agree to negotiate the impact of the change to the extent required by MERA.

Beginning in November 2018, the Board of Education will pay up to \$150 toward guest speakers/training for annual November workshop.

Section 6.4

Regular members of the Union shall have preference for any summer assignments. They shall be compensated by dividing the employee's annual salary by the number of annual work days. Said result will then be divided by the hours of the regular work day.

Vacancies which occur over the summer will be posted on the website and the posting will be sent via email and regular mail to each member of the union as well as the clerk in the health office. The summer posting will run for two (2) weeks.

Summer assignments (not including ESY positions) shall be filled on a rotational basis starting with the most senior nurse in each school category (High School, Middle School, Elementary Schools). A nurse's school category shall be based on the assignment she/he worked on the last day of the preceding academic school year.

ARTICLE 7 WAGES

Section 7.1

Wage rates for all nurses shall be in accordance with the schedule set forth in Section 7.4.

Section 7.2

Employees not at the maximum rate shall progress from step to step at the beginning of each school year. New employees hired on or before February 1 in a school year shall advance to the next step in the following school year. New employees hired after February 1 in a school year shall not receive a step increase in the following school year, however, said employee shall advance a step in the subsequent school years at the beginning of each school year until they reach maximum rate.

The Board has the discretion to start a newly hired employee on Step 1, Step 2 or Step 3 of the salary scale based upon the individual's prior work experience.

Section 7.3

Wages shall be paid bi-weekly from the date of hire. Nurses may select to be paid in installments of 21 or 26 pay periods from September to September. For nurses not hired at the beginning of a school year the contractual annual salary shall be prorated based on the number of work days remaining in the school year.

Section 7.4

wage increase		1.75% (Top Step)	1.90%*
step movement		yes	yes
step	15/16	16/17	17/18
1	\$44,513	\$ 44,513	\$ 45,359
2	\$46,754	\$ 46,754	\$ 47,642
3	\$48,998	\$ 48,998	\$ 49,929
4	\$51,243	\$ 51,243	\$ 52,217
5	\$53,484	\$ 53,484	\$ 54,500
6	\$55,768	\$ 55,768	\$ 56,828
7	\$57,970	\$ 57,970	\$ 59,071
8	\$60,215	\$ 60,215	\$ 61,359
9	\$62,458	\$ 62,458	\$ 63,645
10	\$66,900	\$ 68,071	\$ 69,364

* 2016-2017 – 1.75% increase to the top step (Step 10); employees (on the payroll as of execution of this Agreement) who were on the top step (Step 10) during fiscal year 2016-2017 will receive a retroactive payment of 1.75% upon execution of this Agreement for the time spent at top step in 2016-2017.

2017-2018 – 1.90% GWI increase to the entire salary scale. Employees (on the payroll as of execution of this Agreement) who have been on the top step (Step 10) during fiscal year 2017-2018 will receive a retroactive payment of 1.90% upon execution of this Agreement for the time spent at top step in 2017-2018. Employees (on the payroll as of execution of this Agreement) who are not on the top step (Step 10) will receive the 1.90% GWI prospectively effective on the date of ratification and approval of the Agreement.

Bargaining unit members shall have the option of depositing all or a portion of their retro-active-payments into a pre-established retirement account recognized by Hamden Public Schools. Members shall be advised of the process and timelines prior to the issuance of the retroactive payments.

Section 7.5

The lead nurse shall receive \$6,000.00 in addition to her/his annual pay.

ARTICLE 8 OVERTIME

Section 8.1

Whenever an employee works in excess of his normal work week, she/he shall be paid for such overtime work at the rate of one and one half times her/his straight time hourly rate.

Section 8.2

Employees, who are required and directed to attend meetings which are scheduled, or extend beyond the end of the employee's normal work day, shall be paid overtime for such time worked. When required to attend conferences, training sessions, etc., an employee shall be reimbursed for actual and reasonable expenses incurred and shall be compensated at the regular daily rate of pay.

Section 8.3

An employee who is recalled to work after the conclusion of her/his normal work day, and after having left the place of employment, shall be compensated at an overtime rate for the actual number of hours worked in excess of his/her normal work day, or minimum of three (3) hours, whichever is greater.

Section 8.4

For the purpose of determining the number of hours an employee has worked during any week, the employee shall be credited with the number of hours in a normal work day for any holiday which occurs on Monday through Friday inclusive of any week, and for any day upon which an employee is on any leave authorized by this Agreement.

Section 8.5

Employees who know twenty-four (24) hours in advance that overtime work will be required must seek authorization from the supervisor twenty-four (24) hours in advance. Said rule shall not apply and overtime shall be paid provided all of the following requirements are met:

1. Any emergency situation must arise in which the employee will have to establish that, said notice requirement could not be met; further the employee must establish that said work could in no way be performed during normal working hours; further that it was in the best interest of the Board that said work be performed.

2. The employee reports said emergency conditions within twenty-four (24) hours.

ARTICLE 9 LONGEVITY

Section 9.1

In addition to the basic salary that shall be paid to members of this bargaining unit, longevity pay based upon continuous and uninterrupted years of service with the Board in accordance with the following schedule to be paid on the anniversary of the employee's date of employment:

A year of service shall be a full 365 days from the anniversary date of employment.

After 5 years of service	\$675
After 6 years of service	\$695
After 7 years of service	\$715
After 8 years of service	\$735
After 9 years of service	\$755
After 10 years of service	\$775
After 11 years of service	\$795
After 12 years of service	\$815
After 13 years of service	\$835
After 14 years of service	\$855
After 15 years of service	\$875
After 16 years of service	\$920
After 17 years of service	\$940
After 18 years of service	\$960
After 19 years of service	\$980
After 20 years of service	\$1,000

Employees hired after ratification and approval of this Agreement that expires on June 30, 2018, shall not be entitled to longevity pay.

Section 9.2

Upon termination, except for cause, an employee who has completed more than eight (8) months of service from the anniversary date of employment in said termination year, shall be granted longevity pay pro rata to the date of termination.

Section 9.3

Longevity pay shall not be included in any manner in the computation of fringe benefits, except if so stated in the Town's Retirement Plan.

ARTICLE 10 SICK LEAVE

Section 10.1

Sick leave shall be considered to be the absence from duty with pay for the following reasons:

- A. When the employee is physically incapacitated due to sickness or injury.
- B. When the serious illness of a person who is both a member of the employee's family and member of his household requires his personal attendance.
- C. When the employee is required to undergo medical, optical or dental care or treatment and only when this cannot be accomplished during off-duty hours.

Section 10.2

- A. Sick leave shall continue to be accrued at the rate of one and one-half (1-1/2) working days for each calendar month during the fiscal year and may be accumulated to a total of not more than 220 days.
- B. For employees hired after July 1, 2011 the maximum sick leave accumulation shall not be more than 120 days.

Section 10.3

Sick leave shall continue to accumulate during a leave of absence with pay and during the time an employee is on authorized leave or vacation time.

Section 10.4

- A. After July 1, 1985, if an employee retires in accordance with the Hamden Employees Retirement Plan, the employee shall be compensated within thirty (30) days of the employee's effective retirement date, for unused sick leave days as follows: 50% of sick leave days up to 90 days; 75% of sick leave days from 91 days to 120 days; and 100% of any remaining unused sick days. Such redemption payment shall not be counted in any calculation of any retirement plan benefit.
- B. Employees hired after July 1, 2011, and who retire in accordance with the Hamden Employees Retirement Plan, the employee shall be compensated within thirty (30) days of the employee's effective retirement date, for unused sick leave days as follows: 50% of sick leave days up to first 50 days; 75% of sick leave days from 51 days to 100 days; and 100% of sick leave days from 101 days to 120 days. Such redemption payment shall not be counted in any calculation of any retirement plan benefit.
- C. Employees hired after ratification and approval of this Agreement that expires on June 30, 2018, shall not be eligible for payment of accrued sick time upon retirement.

Section 10.5 Sick Leave Bank

- A. The Board of Education will cooperate in the establishment of a sick leave bank on a voluntary basis.
- B. The sick leave bank will not become effective unless there is participation by at least 50% of all union members.
- C. Membership in the sick leave bank is voluntary on the part of all members of UPSEU, Local 424 Unit 3 in the Hamden School System. Each participating member, upon initially enrolling in the bank, shall contribute two (2) days of his/her accumulated sick leave.
- D. Each member enrolled in the bank will continue to donate one day of his/her accumulated sick leave to the bank in September of each year. If, at the start of a school year, the bank contains 1,000 days or more, that year the enrolled member will not be assessed.

E. The bank will not be depleted below a level of 100 days. If the bank is depleted below 100 days, each participating member will be required to contribute an additional day at that time.

F. A participating member may apply to the Superintendent to withdraw days from the sick leave bank. The Superintendent or his/her duly authorized designee, will require the submission of medical proof of illness at any time a participating member utilizes the Sick Leave Bank, either by the member's own physician or by a physician named by the Hamden Board of Education, at its own expense.

G. The member withdrawing his/her membership in the sick leave bank will not be allowed to withdraw contributed days.

H. Participating members shall be permitted to withdraw days from the sick leave bank according to the following criteria:

1. A member must exhaust his/her own sick leave.

2. A member must utilize all available leaves as per current contract.

3. A member must be sick 60 consecutive days before he/she is eligible to apply to the sick leave bank.

I. The maximum withdrawal from the sick leave bank per occurrence is 90 days for those participating members.

J. Participating members who withdraw sick leave days from the sick leave bank will not have to replace these days except as regular contributing members to the bank.

K. A committee consisting of four unit members selected by UPSEU Local 424 Unit 3 and one delegate of the administration will be established to set up guidelines, review implementation and update procedures.

Section 10.6

The Board shall maintain a record for each school nurse of all sick leave taken and accumulated, and shall be available to the employee annually in September.

Section 10.7

Nurses shall be entitled to utilize sick leave in one-half (1/2) day increments.

Section 10.8

Nurses hired after July 1, 2011 will participate in a Short Term Disability (STD) program provided at District expense (attached as Appendix "O").

Any nurse hired before July 1, 2011 will have an opportunity to voluntarily participate in the Short Term Disability if they agree to the new proposed language in Article 10, Section 10.4 (above).

ARTICLE 11 FUNERAL LEAVE

Section 11.1

A. An employee shall be granted three (3) days of leave with pay for a death in the immediate family. The immediate family shall be defined as the employee's mother, father, spouse, brother, sister, child, grandparents, and the mother, father, brother, sister or grandparent of the employee's spouse, or any person domiciled in the employee's home. An additional two (2) days may be granted at the discretion of the Superintendent of schools or his/her designee.

B. Reasonable time, not to exceed three (3) days, shall be allowed for travel to out-of-state funerals.

Section 11.2

In the event of the death of other relatives, the school nurse shall be granted two (2) days leave with pay, for actual attendance at a funeral or memorial service.

Section 11.3

If called off duty because of a sudden death in the immediate family, that day should not be considered part of the three (3) days Bereavement Leave and the employee shall be compensated for the remainder of the day.

ARTICLE 12 CHILDBEARING LEAVE/FAMILY LEAVE

Section 12.1

An employee who becomes sick or disabled due to pregnancy or childbirth shall be entitled to leave in accordance with applicable state and federal statutes.

Section 12.2

Employees shall not be precluded from using accrued vacation or personal leave during periods of childbearing leave.

Section 12.3

Subject to a physician's statement that the employee is physically able to return to work, employees shall not be precluded from using accrued sick leave during a period of childbearing leave.

Section 12.4

Nothing in this article shall be construed as creating the right to childbearing or maternity leave.

Section 12.5

The Board of Education shall grant Family Medical Leave pursuant to all applicable State and Federal laws. Employees shall be entitled to utilize any accumulated leave for absences due to F.M.L.A.

**ARTICLE 13
WORKER'S COMPENSATION**

Section 13.1

Workers' compensation shall be supplemented by the difference in the employee's regular pay for a period of twelve (12) months over a rolling two (2) year period from the date of an employee's injury.

Section 13.2

Any employee who was injured in the performance of his/her work and who is unable to subsequently perform the duties assigned to him/her prior to his/her injury or disability, shall be assigned to light duty work with the department, if available, for a period not to exceed six (6) months. The employee will receive her/his regular rate of pay during a light duty assignment.

**ARTICLE 14
JURY DUTY**

Section 14.1

Any employee within the Union required to serve on jury duty shall be given a leave of absence for jury service time. Provided the rate paid for such jury duty is less than the employee's regular rate, the Board will pay the difference. It is understood that if an employee is excused from jury duty not later than 12:30 p.m. he/she shall return to his/her regular job with the Board and payment of the difference in wages by the Board shall not pertain when so working.

**ARTICLE 15
PERSONAL LEAVE DAYS**

Section 15.1

Employees covered by this Agreement shall be granted personal leave days with pay in accordance with following schedule:

- A. Employees with a minimum of three (3) years of consecutive service shall be entitled to three (3) personal leave days with pay during the period commencing July 1 and ending June 30 of each year.
- B. Employees with a minimum of two (2) years of consecutive service shall be entitled to two (2) personal leave days with pay during the period commencing July 1 and ending June 30 each year.
- C. Employees with a minimum of one (1) year of consecutive service shall be entitled to one (1) personal leave day with pay during the period commencing July 1 and ending June 30 of each year.
- D. After working one year, the one personal day earned may be carried over if not used. After two complete years, one of the two personal days earned may be carried over if both have not been used. All earned personal days will be credited at the beginning of the school year. The maximum number of personal days used in anyone school year shall not exceed four.

Section 15.2

If any employee has not been permitted a personal day due to the acts of the employer, the employee shall be paid in the last pay period in June each year for all days not taken.

Section 15.3

Personal leave days may not be used to extend an employee's leave (such as holidays) without the permission of the Director of Human Resources or his/her designee. Also, personal leave days may not

be used during the first two (2) weeks of school or the last two (2) weeks of school without the permission of the Director of Human Resources or his/her designee. Except in the case of a personal emergency, written notice for said leave shall be provided to the Board at least forty-eight (48) hours prior to the use of such leave.

ARTICLE 16 SENIORITY

Section 16.1

In the event of a layoff, unless mutually agreed otherwise, seniority shall prevail with the least senior employee being laid off first, and so on. Seniority shall be calculated from the date of hire.

Section 16.2

A. There shall be a seniority roster for nurses. The seniority list shall be provided to the Local President annually in the month of September.

B. If a school is closed or there is a reduction in force, the affected nurse(s) will have the right to bump a less senior nurse.

Section 16.3

Employees being laid off shall be given four (4) weeks written notice of layoff or pay in lieu thereof. Employees who resign shall give four (4) weeks written notice to the Associate Superintendent; however, if there are extenuating circumstances, a shorter notice may be given. Failing such notification, the employee shall be paid to date of departure for his/her actual time worked, and shall forfeit any other benefits, lump sum or otherwise, by this Agreement permitted.

Section 16.4

Employees being laid off shall be rehired before new employees are named for a maximum of two years following the date of layoff. Recall shall be in reverse order of layoff.

Section 16.5

Bargaining unit employees shall not be laid off, terminated without cause, or have their hours reduced if other personnel are substantially performing School Nurse's primary duties for the Board.

Section 16.6

Confirmation of appointment and salary shall be in writing and given to each employee.

Section 16.7

TRANSFERS

A. All requests for voluntary transfers shall be done in writing to the Director of School Health Services by May 1 of each year (Voluntary Transfers).

B. Notice of transfers will be given to affected employees at least 30 calendar days prior to the date of transfer, except where vacancies must be filled on shorter notice.

C. In the event of an opening in School Health Services, such opening will be first offered to current school nurses employed by the Hamden Board of Education. Voluntary transfers shall be based upon

the seniority of bargaining unit employees. Involuntary transfers shall be based upon the experience and qualifications of bargaining unit employees. As between employees who have substantially equivalent experience and qualifications; the least senior employee shall be assigned to the position, provided that any school nurse involuntarily transferred (except for temporary transfers discussed below) cannot be again involuntarily transferred during their employment.

D. The Board may also temporarily transfer any school nurse for a period of up to ninety

(90) calendar days. Such temporary transfer shall be based upon the seniority of bargaining employees, except when the Board can demonstrate that the transfer of another bargaining unit employee is designed to more effectively and efficiently insure the health and safety of the students. In such case, the Director of Nursing Services shall meet with the Union prior to the temporary transfer to advise the Union of the need for the transfer. Once ninety days have expired the affected nurse shall be transferred back to his/her original position.

Section 16.8

The duties and responsibilities of positions existing on the effective date of this agreement shall be attached here to as Schedule A and will not be unilaterally changed during the term of this agreement.

Section 16.9

When a new employee is hired, the Board shall notify the Union of the new employee's classification, salary and any other specifications of employment, within (30) days of hire.

Section 16.10

In matters of promotion within the bargaining unit except when professional requirements do not permit, preference shall be given, by seniority, to a current employee who is qualified, over a non-employee.

ARTICLE 17 UNION REPRESENTATION

Section 17.1

The Board recognizes and will deal with designated officers and stewards of the Union in all matters related to grievances and interpretations of this Agreement.

Section 17.2

A written list of the Negotiating Committee members, officers and stewards shall be furnished to the Board immediately after their designation and the Union shall notify the Board promptly of any changes.

Section 17.3

The Board will agree to such reasonable arrangements as may be necessary by Union representatives to properly carry on their Union duties provided such duties cannot be performed during non-working hours.

Section 17.4

Two (2) officers of the Union, and any necessary witnesses, required to attend any grievance or arbitration hearing shall suffer no loss of pay for such attendance.

Section 17.5

Two (2) members of the Union designated as the Negotiating Committee shall suffer no loss of pay for time spent in contract negotiations.

Section 17.6

No more than two (2) members of the Union shall suffer no loss of pay for attendance at State Conventions and conferences of UPSEU.

ARTICLE 18 DISCHARGE AND DISCIPLINE

Section 18.1

No employee shall be discharged, or otherwise disciplined without just cause. Any employee who has been discharged shall, if requested, be granted an interview with his/her Union representative before he/she is requested to leave the premises.

Section 18.2

Disciplinary action shall include a written warning with respect to any correctable conduct before an employee is suspended or discharged for repetition of such conduct unless the misconduct is severe.

Section 18.3

In all cases of discharge or other discipline, the Union President shall be notified of the action as soon as possible, and a written copy of the discharge shall be mailed to the Union.

Section 18.4

Disciplinary action shall include: (1) verbal warning; (2) written warning; (3) a suspension without pay; and (4) discharge. Discipline shall normally follow this order unless the facts of the situation indicate an offense sufficiently serious to eliminate a step or steps listed herein.

Section 18.5

All disciplinary action may be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being applied.

ARTICLE 19 GRIEVANCE PROCEDURE

Section 19.1

In the event that any dispute arises between the Board and the Union, or any employee, concerning the interpretation or application of the provisions of this Agreement, such dispute shall be deemed to be a grievance, and shall be settled in accordance with the grievance procedure set forth herein. No matter that is not specifically set forth in this Agreement shall be the subject matter of a grievance. The Union shall file with the department head and with the Assistant Superintendent the name(s) of its designated representative(s) as per Article 17 Union Representation for the purposes of Step 1 and Step 2. It is expressly understood that, any other contract language notwithstanding, said grievance procedure shall not be available to a probationary employee in the case of discharge.

Section 19.2 Step 1 -Any grievance shall be first presented, in writing, to the Director of Pupil Personnel clearly setting forth the specifics of the grievance in order that the Board may clearly ascertain the nature

of the grievance, within nine (9) days after date of occurrence, or within nine (9) days after date of said occurrence becomes known to grievant.

Section 19.3 Within fourteen (14) days after receipt of a grievance by the Director of Pupil Personnel, she/he shall meet with the grievant and the Union and the Union representatives for the purpose of adjusting or resolving such grievance.

Section 19.4 Step 2 -If such grievance is not resolved to the satisfaction of the Union or the grievant by the Director of Pupil Personnel within nine (9) days after such meeting, the Union or the grievant may present such grievance, in writing, within nine (9) days thereafter, to the Director of Human Resources.

Section 19.5 Within nine (9) days, after receipt said grievance by the Director of Human Resources, he/she shall meet with the grievant and the Union representatives. Within nine (9) days, after said meeting with the Director of Human Resources, the Director of Human Resources shall advise the Union of his/her decision in writing.

Section 19.6 Step 3 -If said grievance is not resolved to the satisfaction of the grievant by the Director of Human Resources, the Union may, within thirty (30) days after receipt of said decision, submit such grievance to arbitration before the Connecticut State Board of Mediation and Arbitration. The decision of the State Board of Mediation and Arbitration shall be final and binding on the parties, providing it is not contrary to law. The arbitration fees and expenses shall be borne by the parties hereto. At any grievance or arbitration hearing, the grievant shall be entitled to representation of his/her choice. The authority of the arbitrator is limited to the provisions of this Agreement, with no authority to add to, or subtract from this Agreement.

Section 19.7 Any of the limitations specified in this article and the steps provided herein may be waived by written mutual agreement of the parties.

Section 19.8 In the event the department head, or Assistant Superintendent, the grievant or his representative becomes ill or is on vacation, the time limitations set forth herein shall be extended until such time as each is available to perform their duties, but in no event shall such time be extended longer than the period of two (2) weeks.

ARTICLE 20 BULLETIN BOARDS

Section 20.1

The Board shall continue to maintain bulletin boards as is the current practice for the use of the Union.

ARTICLE 21 ALTERATION OF AGREEMENT

Section 21.1

No Agreement alteration, understanding, variation, waiver or modification of any of the terms, conditions, or covenants contained herein shall be made by any employee or group of employees with the Board and in no case shall it be binding upon the parties hereto unless such Agreement is made and executed in writing between the parties hereto and the same has been ratified by the Union.

Section 21.2

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

**ARTICLE 22
SAVINGS CLAUSE**

Section 22.1

In the event that any federal or State legislation, governmental regulations or court decision causes invalidation of any Article or Section of the Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

**ARTICLE 23
VISITATION**

Section 23.1

Accredited Representatives of the Union will have reasonable access to the premise of the Board during working hours and to the offices of Town by appointment.

**ARTICLE 24
NO STRIKE CLAUSE**

Section 24.1

During the life of this Agreement there shall be no strike, slowdown, suspension or stoppage of work in any part of the Board's operation by employees, or employee nor shall there be any lockout by the Board in any part of the Board's operation.

**ARTICLE 25
NURSES WORKING CONDITONS**

Section 25.1

There shall be monthly staff meetings for the purpose of sharing problems and solutions to problems in the School Health Service to be conducted as determined by the supervisor. Additional meetings may be planned by the supervisor. The Board will recognize that the school nurses are an integral part of the special services staff.

Section 25.2

There shall be at least three (3) in-service education meetings held as determined by the supervisor for the purpose of developing and updating nursing skills.

Section 25.3

Hamden School Health Services' memoranda regarding handling of school health problems or procedures shall be circulated in writing through the entire staff.

Section 25.4

Members of the bargaining unit called to appear before any member of the supervisory staff of the Board of Education shall, prior to attendance at such meeting, be advised of the purpose of the meeting and the names of all persons expected to attend. Should in the opinion of the employee, the subject matter of the meeting be such as could result in possible disciplinary action, or relate to the delivery of professional care, the employee shall have the right to have present a representative of the Union and/or President of the bargaining unit.

Section 25.5

The employer shall make all reasonable efforts to assure the health and safety of the nurse during the course of her/his employment.

Section 25.6

All school nurses must be registered by the Connecticut State Board of Examiners for nurses and have a valid license to practice nursing in the State of Connecticut.

Section 25.7

Any additional responsibilities such as student nurse orientation, retirement vision and hearing testing which are not part of a nurse's normal daily duties, but which are scheduled during normal working hours, shall be assigned on a rotating basis.

Section 25.8

No nurse should be required to cover more than her regular assignment except for short-term emergencies.

Section 25.9

The Board may grant a regular employee a leave of absence without pay for study or such other reasons as is deemed in the best interest of the Board. If at the expiration of said leave of absence, the employee has not filed a request to return to work, the Assistant Superintendent shall consider this action as a resignation effective on the first day of such leave of absence.

Section 25.10

The Board will provide each employee with a copy of the Agreement within thirty (30) days after the signing of this Agreement. New employees will be provided with a copy of this Agreement at the time of hire. The UPSEU office will be provided with three (3) signed copies.

Section 25.11

Any employee who believes that a piece of equipment to which he/she has been assigned is not in safe operating condition or is unsafe or unhealthy to employees, or the area in which he/she is assigned to work is unsafe or unhealthy to employees, the employee may refuse to use such piece of equipment, or refuse to work in the unsafe or unhealthy area until it has been inspected by the Director of School Health Services, or his/her designee, who shall determine the condition of the piece of equipment or unsafe or unhealthy conditions contrary to generally accepted standards shall have the right to confer with the director or his/her designee within a reasonable time with a view to minimize wherever possible such exposure.

ARTICLE 26 HEALTH INSURANCE

Section 26.1

The Board shall pay and provide for each employee and any eligible dependents the following:

- A. Blue Cross Century Preferred Plan attached as Schedule "B".

B. Full Service Dental Plan including Type I, Preventative Services; Type II, Basic Services; Type III, Major Services.

C. Employee insurance co-shares. The cost of the medical plan shall be borne by the Board of Education, except that current employees shall, by payroll deduction, pay the following percentages of the applicable COBRA rate or allocated rate (whichever is lower):

Effective upon ratification and approval of this Agreement that expires on June 30, 2018 – 14%

*The Union and the Board agree that in exchange for the unit maintaining its current insurance, the unit will move to a High Deductible Health Plan (HDHP) going forward. The terms of this HDHP shall be negotiated by the parties in negotiations for the successor agreement to the collective bargaining agreement expiring July 1, 2018.

Nurses hired before July 1, 2007, who retire with fifteen (15) years or more of service in Hamden Public Schools shall have the same Medical Insurance coverage in effect at the time of their retirement. Nurses hired on or after July 1, 2007, who retire with fifteen (15) years or more in Hamden Public Schools shall have the same medical coverage as active employees.

Nurses hired before July 1, 2000 who retire (retired employee) with fifteen (15) years or more of service in Hamden Public Schools shall not contribute to the cost of the "plan" for the retiree or any eligible dependents; however, Nurses, hired on or after July 1, 2000, who retire with fifteen (15) years or more of service in Hamden Public Schools shall be required to pay the same cost sharing applicable at the time of retirement.

Retirees, who are Medicare eligible, must apply for Medicare benefits in order to remain eligible for coverage under the Board policies. Medicare shall be the primary plan and the Board. The Board will provide a Medicare supplement (Group Plan F or its equivalent) to retirees when they become eligible for Medicare.

The Board will make available an Internal Revenue Code Section 125 program which will allow premium contributions to be made on a pre-tax basis. In addition, the Board will provide a Flexible Spending Account so as to allow medical/dental and dependent care expenses to be treated in the same way.

D. For any H.M.O. alternative, the premium co-payment shall be based on rates quoted to the employer.

E. Payroll adjustments for all contributions mentioned above shall be made on a pro rata basis and deducted over the twenty-one (21) pay period schedule as developed by the administration.

F. Notwithstanding the above, the Nurses may elect to waive all medical insurance coverage and in lieu thereof, to receive a payment of \$1,000.00. Payment to those employees waiving coverage will be made on a pro-rated basis each month during the school year.

G. Where there is a change in a Nurse's status such as, but not limited to, change in the spouse's benefit program, the waiver may, by written notice to the Board of Education, be revoked. Upon receipt of revocation of the *waiver*, coverage by "the Plan" shall be subject to any regulations or policy restrictions, including waiting periods, which may then be in effect. Depending upon the effective date of coverage, appropriate financial adjustments shall be made between the Nurse and Board so as to ensure that the prorated basis in Section A above was accurate.

H. Payment of the insurance waiver shall be subject to an I.R.S. Section 125. The Board will make available an Internal Revenue Code Section 125 Program which will allow premium reimbursement only for those electing to waive their benefits.

Section 26.2

Right to Change Insurance Carries for Equivalent Coverage

The Board reserves the right to change insurance carriers provided that the new coverage, provider network and administration is substantially equivalent to the previous plan taken as a whole. The Union will be given no less than ninety (90) calendar days' notice prior to the implementation of any new plan. Any unresolved issues of substantially equivalent insurance shall be submitted by the Union for resolution to the American Arbitration Association within thirty (30) days after receiving the prior notice referenced *above*. The Union and the Board will split *evenly* the administrative costs of utilizing AAA, but the Board agrees to pay the full cost of the arbitrator's fees. Should the Union file for arbitration, the new plan will not be implemented pending the arbitrator's decision.

ARTICLE 27 GROUP LIFE INSURANCE

Section 27.1

The Board will provide, at Board's expense, group life insurance to each employee in the amount of \$45,000.

Upon retirement, additional term life insurance may be purchased by the retiree at group rates.

Section 27.2

Effective upon signing of this Agreement, for employees who retire under the provision of the Town's Retirement Plan, or who qualify for retirement benefits under the terms of the Federal Social Security Act, and who have a minimum of ten (10) years of service, the Board will provide at Board's expense a group life insurance benefit in the amount of \$2,500.00. For employees first hired after January 1, 1982, the foregoing provision shall require fifteen (15) years of *consecutive* service. For employees hired on or after ratification and approval of this Agreement that expires on June 30, 2018, retirees will not be provided with a group life insurance benefit.

ARTICLE 28 MALPRACTICE INSURANCE

Section 28.1

The Board shall provide each employee covered by this Agreement at the Board's expense, the professional malpractice liability insurance while on duty and provide a copy of the policy. If thirty (30) days prior to the expiration of the coverage the Board fails to provide evidence of said insurance the employee may purchase said coverage and the Board will reimburse employee.

ARTICLE 29 RETIREMENT PLAN

Section 29.1

The Hamden Employees Retirement Plan, as enacted in 1969, and as modified from time to time by collective bargaining agreements between the parties or by binding arbitration awards, shall apply to employees of this unit according to its terms. Action taken by the Retirement Board pertaining to an individual member of this unit shall be grievable directly to Step 3 (State Board of Mediation and Arbitration) under the Grievance Article of this Agreement.

ARTICLE 30 EDUCATION

Section 30.1

Two (2) education days for participating in nursing education institutes, workshops and inservice programs, within the State of Connecticut, shall be granted to each employee per year with reimbursement for all fees for same and travel expenses, in accordance with existing practice.

ARTICLE 31 TRANSPORTATION

Section 31.1

Any employee who, as a condition of employment, is required to travel from his/her primary worksite to other locations within the Town and in the course of doing so is required to use his/her motor vehicle shall be compensated at the IRS allowed mileage rate.

Section 31.2

In the event that an employee's car becomes inoperative due to necessary repairs or breakdown which will leave him/her without a vehicle, the Board will have the option of one of the following:

- A. Provide and pay for temporary replacement vehicle, or
- B. Allow the employee to work in only one school while necessary repairs are being made, or
- C. Make arrangements in order that the employee may go from one school to another.

ARTICLE 32 DAMAGE TO PERSONAL PROPERTY

Section 32.1

If a school nurse in the performance of her/his duties suffers any loss or damage to her/his property or clothing, the Board shall reimburse said loss at its expense in an amount equal to its depreciated value, if applicable. This Article shall not apply to non-prescription sunglasses and employee's personal means of transportation.

ARTICLE 33 COVERAGE

Section 33.1

The provisions of this Agreement shall be binding upon the Board and its successors and assigns.

ARTICLE 34 RETROACTIVE PAYMENTS

Section 34.1

Any retroactive payments required by this Agreement to be made shall be made within forty-five (45) days after final ratification.

ARTICLE 35 DEDUCTION

The employer agrees to deduct from the wages of any employee who is a member of the Union a political action committee deduction as provided or in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the

employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 36 PRIOR PRACTICE

Section 36.1

Nothing in this Agreement shall be construed as bridging any right, benefit, or privilege that employees have enjoyed heretofore, unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

ARTICLE 37 SAFETY AND HEALTH

Section 37.1

The Board of Education shall appoint two persons who shall meet quarterly with two designated union representatives to discuss and resolve matters of health and safety concerns.

ARTICLE 38 PERSONNEL FILES

Section 38.1

The Board of Education shall, permit each employee to inspect his/her personnel file. No individually identifiable information contained in a personnel file of any employee shall be disclosed by the Board to any other person or entity not employed by or affiliated with the Board without the written authorization of such employee except as required by law. Employees shall receive a copy of all material to be placed in their files after the original date of employment that may form the basis for any disciplinary action or become a part of a formal evaluation.

ARTICLE 39 GENERAL PROVISIONS

Section 39.1

Any charge or complaint by a member of the public or other Board of Education employee against a bargaining unit member may be investigated by the Board of Education. A copy of such complaint must be immediately given to the employee and the Union. The Board of Education shall not discipline any bargaining unit member as a result of a verbal complaint. All complaints, verbal or written, shall state the specifics of any alleged incident and parties involved. Formal charges can only be processed against any member which result from a signed written complaint. Members so charged may grieve such action through the grievance procedure.

Section 39.2

The Board of Education agrees to set aside \$100.00 per year for each School Nurse to be used to reimburse the School Nurse for licensing or membership dues payments for nursing professional organizations. To qualify for reimbursement, each School Nurse shall submit to the Superintendent a copy of a dues invoice for each organization in question.

Section 39.3

The Board of Education shall provide a written annual status report to each employee concerning his/her pension account. Such report shall include Board of Education contributions and employee contributions to date with an estimated benefit at time of retirement.

**ARTICLE 40
DURATION**

Section 40.1

A. The duration of this Agreement shall be effective upon execution and extend through June 30, 2018 and until a subsequent contract is negotiated, and becomes effective, subject to any retroactive provisions agreed upon in a subsequent contract.

Section 40.2

This Agreement is and contains the entire Agreement between the parties and shall not be altered or amended except by a written Agreement signed by both parties hereto.

Section 40.3

Negotiations for the next subsequent period shall be commenced in accordance with State statute.

This Agreement is made and entered into this _____ day of _____, 2018 by and between the Hamden Board of Education and UPSEU Local 424 Unit 3.

HAMDEN BOARD OF EDUCATION LOCAL 424, UNIT 3 NURSES UNITED PUBLIC SERVICE EMPLOYEES UNION

HAMDEN BOARD OF EDUCATION

LOCAL 424, UNIT 3 NURSES

Christopher Daur
President
Hamden Board of Education

Louise Vannoorbeeck, President
UPSEU Unit 3

Witness

Kevin E. Boyle, President, UPSEU

Witness

Kristen Sweet, UPSEU



APPENDIX A
HAMDEN PUBLIC SCHOOLS
HAMDEN, CT 06514

Title:

School Nurse

Qualifications:

1. Registered professional nurse, designated R.N. and currently licensed in the state of Connecticut
2. The equivalent of one (1) year full-time working experience as a registered nurse in the last (3) years such as pediatric, ambulatory, public health or school nursing prior to employment as a school nurse.
3. CPR certification or completion of such certification prior to the first day of employment as a school nurse.
4. Passing a background check.

Reports To:

Director of Pupil Personnel Services

Job Goal:

In cooperation with other health professionals, educators and school personnel assumes the initiative and responsibility for providing a wide variety of health care services designed to promote and protect the student's optimal health status.

Performance Responsibilities:

1. As a manager of health care within the school health program the nurse is responsible:
 - a. To participate in program planning by identifying health needs of children in the school by collaborating in the formation of specific objectives and policies and by making recommendations regarding budget.
 - b. To implement program objectives by the organization and completion of activities formulated in the planning phase.
Program implementation involves:
 1. Communication with students, families, school staff and involved community persons and agencies.
 2. Assessment of student and staff health status.
 3. Assessment of the school community health based on epidemiological surveys.
 4. Prevention and control of communicable disease.
 5. Facilitation of the adaptation to school of exceptional and/or handicapped children.
 6. Follow-up of health related absences.
 7. Promotion of optimal environmental personal health.
 - c. To participate in the evaluation of program activities/outcomes by:

1. Record keeping for all procedures and activities
 2. Conduction or participation in studies of various aspects of the school health programs.
 3. Design of and/or participation in research concerning school health and health education.
 4. Analysis of personal effectiveness within the school health program.
 5. Evaluation of school nursing practice and utilization of consultation, supervision and continuing education for improvement.
2. As a deliverer of health services, the school nurse is responsible to:
- a. Systematically assess the health status and health needs of the school children through the following means:
 1. Periodic and episodic health appraisal using observation physical examination techniques, measurements and review of medical, dental and psychological examinations.
 2. Collection of a health history.
 3. Assessment of growth and development and psychosocial health.
 4. Periodic screening of at-risk populations to detect visual problems, hearing loss, scoliosis or other conditions.
 5. Periodic conferences with teacher, other school staff, the child and his/her family, and other relevant persons for early detection of health problems or learning and perceptual disabilities.
 6. Observation of students in the classroom and during play or recreation periods as a means of evaluation.
 - b. Plan and carry out appropriate interventions once the health needs are known. Such interventions include:
 1. Provision of health education or personal counseling to the child and family.
 2. Referral to physician or other community resource.
 3. Initiating a school health team conference.
 4. Participation as the health specialist on the child's education evaluation team in order to interpret the child's health status and needs as they pertain to development of an individual education plan.
 5. Crisis intervention in the event of a serious injury or accident, medical emergency or emotional disturbance.
 6. Supervision of first aid care given by other school personnel and direct provision of first aid care when it cannot be delegated to others.
 7. Provision of immunizations or referral for same of student whose immunization status is not complete.
 8. Exclusion of children with communicable disease.
 9. Administration of medication or medical treatment as ordered by a physician/nurse practitioner.
 - c. To follow up on those children and school personnel with know illnesses or health problems to ensure their fullest recovery and prompt return to school through a variety of means which may include:
 1. Telephone calls to check progress towards health.

2. Home visits.
 3. Establishing communications with specific community agencies to facilitate referrals treatment and evaluation of referral outcomes.
 4. Assessment of homebound referrals and alternative resources of homebound students.
3. As a health counselor for individuals and groups, the school nurse is responsible:
 - a. To provide health counseling and guidance on an individual basis to assist students and their families in problem solving and decision making about health and development issues, acute illness care, adjustments to changes and limitations stemming from chronic disease, or life styles which affect health.
 - b. To provide health counseling and guidance to a group.
 - c. To work with families and groups of students to identify how their information, attitudes and values affect their health behavior and level of wellness.
 - d. To inform youth, parents and school personnel about professional health care services and resources available for the identified health problem or concern.
 4. As a health educator in the school health program the school nurse is responsible:
 - a. To provide direct health education to a child, youth or parent who consults the nurse about a health or developmental problem.
 - b. To correlate his/her director service activities with the health education curriculum by such means as:
 1. Providing teachers with sufficient information about health appraisals or screening procedures so that they can incorporate this content into their health classes prior to the implementation of such screening procedures.
 2. Providing students and/or staff with a prepared health talk or discussion related to a current health issue such as communicable disease outbreak in the school.
 - c. To collaborate with teachers in developing programs and skills needed to work effectively in specific areas for which the school population is at high risk, such as personal hygiene, drug abuse, family living, venereal diseases, etc.
 - d. To act as a resource person to the educators involved in the planning, development, implementation and evaluation of health education curricula.
 - e. To provide information or in-service education to other school staff about health care issues and first aid management...
 - f. To act as a resource person in promoting health careers.
 5. As a advocate for the health rights of children and their families both within the school setting and between the school and community at large; the school nurse is responsible:
 - a. To make identified health needs known to families and to appropriate health care resources.
 - b. To facilitate the child/family utilization of community resources through referral and support.

- c. To interpret identified health problems to school personnel so that appropriate adaptations can be made in the student's class schedule, physical education activities, class lesson plans or the school physical plant.
 - d. By conferring with other health professionals and community groups to increase their awareness of locally identified health needs in the school population.
 - e. By keeping informed of a/or participating in legislative programs that may have an impact on school health services and health education.
6. These examples of duties are not meant to be all inclusive and nurses may be assigned other related duties as required and directed.

Terms of Employment

Ten months. Salary to conform to Nurses' contract.

APPENDIX B



Hamden Board of Education
000653-028 Nurses
Century Preferred
Benefits at a Glance

Century Preferred is a preferred provider organization (PPO) plan.

	In Network You pay:	Out-of-Network You pay:
Office Visit Copayment	\$15	Deductible & Coinsurance
Hospital Copayment	\$100 per admission to \$300 maximum	Deductible & Coinsurance
Urgent Care Copayment	\$25	Not covered
Emergency Room Copayment – <i>waived if admitted</i>	\$50	\$50
Outpatient Surgery Copayment	\$50 Copayment	Deductible & Coinsurance
Annual Deductible (<i>individual/2-member family/3+ member family</i>)	Not applicable	\$200/\$400/\$600
Coinsurance		20% after deductible up to
Out of Pocket Maximum (<i>individual/2-member family/3+ member family</i>)		\$1,200/\$2,400/\$3,100
In-Network Out-of-Pocket Maximum (<i>individual/2-member family/3+member family</i>)	\$6,600/\$13,200/ \$13,200	Not applicable
Lifetime Maximum	Unlimited	Unlimited

PREVENTIVE CARE

Well child care*	No charge	Deductible & Coinsurance
Periodic, routine health examinations*	No charge	
Routine eye exams – <i>one exam every 2 years</i>	No charge	
Routine OB/GYN visits – <i>one exam per year</i>	No charge	
Mammography*	No charge	
Hearing exams – <i>one exam every 2 years</i>	\$15 Copayment	

MEDICAL CARE

Primary care office visits	\$15 Copayment	Deductible & Coinsurance
Specialist consultations	\$15 Copayment	
OB/GYN care	\$15 Copayment	
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	\$15 Copayment	
Laboratory	No charge	
X-ray and Diagnostic Testing	No charge	
Allergy Services	No charge	
Office visits/testing	\$15 Copayment	
Injections— <i>80 visits in 3 years</i>	No charge	

HOSPITAL CARE – Prior authorization required.

Semi-private room		
Maternity and newborn care	\$100 per admission	Deductible & Coinsurance
Skilled nursing facility – up to 120 days per calendar year	\$100 per admission	
Rehabilitative services – up to 60 days per person per calendar year	\$100 per admission	
Outpatient surgery – in a hospital or surgi-center	No charge	
	\$50 Copayment	

EMERGENCY CARE

Walk-in centers	\$15 Copayment	Deductible & Coinsurance
Urgent care – at participating centers only	\$25 Copayment	Not covered
Emergency care – copayment waived if admitted	\$50 Copayment	\$50 Copayment
Ambulance – air subject to maximum per trip	No charge	No charge

OTHER HEALTH CARE

Outpatient rehabilitative services 50 visit maximum for PT, OT, ST and Chiro. per year	\$15 Copayment	Deductible & Coinsurance
Prosthetic devices	No charge	
Durable medical equipment	No charge	

MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient Mental Health	\$100 per admission	Deductible & Coinsurance
Outpatient Mental Health/office visits	\$15 Copayment	Deductible & Coinsurance

***Mammography:**

examinations:

1 baseline age 35 –39 years
years

1 screening per year age 40+

Additional exams when medically necessary

***Routine Vision & hearing**

1 exam per member every 2 calendar

Note: In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.

Please refer to the *SpecialOffers@Anthem* brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Health Plan. Please refer to your Certificate/Evidence of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.



Employer/Group: *HAMDEN: TOWN AND BOARD OF EDUCATION*

Firm Division: *- HAMDEN BOARD OF ED*

\$7 Copayment Generic Drugs

\$15 Copayment Brand-Name Drugs

Unlimited Annual Maximum

Description of Benefits		You Pay:
Tier 1: Generic Drugs	The term "generic" refers to a prescription drug that is considered non-proprietary and is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$7
Tier 2: Brand-Name Drugs	This category refers to covered prescription drugs that are sold using a commercial name rather than a generic name. For example, Prozac, the antidepressant, is a brand-name for Fluoxetine, the generic equivalent. Tier 2 copayment applies.	\$15
Annual Maximum		Plan Pays:
Per member per calendar year		Unlimited

How to use the 2-Tier Managed Prescription Drug Program

The 2-Tier Managed Prescription Drug Program incorporates two different levels of copayments: one for generic, and one for brand-name prescription drugs, as defined in the chart above. You minimize your copayments when you use generic prescriptions. You will still have coverage for brand-name drugs, but at a higher cost share. **Talk to your provider about using generic drugs.** You'll have lower copayments when you use these drugs.

- You will be responsible for one copayment when purchasing a **100-day supply** of prescription drugs from a participating retail pharmacy.
- You will be responsible for one copayment when purchasing a **100-day supply** of maintenance drugs through the mail order program.

Generic Substitution: Prescriptions may be filled with the generic equivalent when available.

- When a generic drug is available and you request the equivalent brand-name drug, you will be responsible for the applicable copayment *plus* the difference in cost between the generic and brand-name drug.
- If your physician determines that the brand equivalent is medically necessary and indicates on the prescription 'Dispense as Written', you will only be responsible for the applicable copay.

Connection (Concurrent Drug Utilization Review)

Connection works with the retail pharmacy's standard guidelines to provide a **second level of quality and safety checks**. The process, which is provided on-line as part of the electronic claims filing process, helps promote access to safe, appropriate, cost-effective medications for members. Connection involves a series of rules or guidelines, which identify potential medication therapy issues and deliver a message to the pharmacy by computer before the medication is dispensed. The process alerts the pharmacist of potential issues such as drug-to-drug interactions, refills requested too close together, incorrect dosing or drug duplications.

In Connecticut, Anthem Blue Cross and Blue Shield is a trade name of Anthem Health Plans, Inc., an independent licensee of the Blue Cross and Blue Shield Association. ® Registered marks of the Blue Cross and Blue Shield Association.

Pharmacy Programs

Voluntary Mail-service Program

Members have access to Express scripts, the voluntary mail-service drug program for members who regularly take one or more types of maintenance drugs. Members can order up to a **100-day supply** of these medications and have them delivered directly to their home.

The \$7 generic/\$15 brand-name copayments an Unlimited annual maximum . When ordering a **100-day supply**, one copayment will apply, as follows: \$7 generic or \$15 brand-name.

National Pharmacy Network

Members also have access to a network of more than 53,000 retail pharmacies throughout the country. Members may call 1-888-207-4214, or go to www.anthemprescription.com, to locate a participating pharmacy when traveling outside the state.

Non-participating Pharmacies

Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to Anthem Blue Cross and Blue Shield for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay 20% of the in-network allowance, plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge

Points to Remember

- Anthem Blue Cross and Blue Shield will provide coverage for prescription drugs dispensed by a participating pharmacy when prescription drugs are deemed medically necessary based on specific criteria and dispensed pursuant to a prescription issued by a participating physician or by a non-participating physician, subject to copayment.
- Anthem Blue Cross and Blue Shield will not be liable for any injury, claim or judgment resulting from the dispensing of any drug covered by this plan. Anthem Blue Cross and Blue Shield will not provide benefits for any drug prescribed or dispensed in a manner contrary to normal medical practice.
- Anthem Blue Cross and Blue Shield reserves the right to apply quantity limits to specified drugs as listed on the formulary. If a member requires a greater supply, the member's provider can follow the prior authorization process.

Prescription Drug Eligibility

Eligible prescription drug benefits are limited to injectable insulin and those drugs, biologicals, and compounded prescriptions that are required to be dispensed only according to a written prescription, and included in the United States Pharmacopoeia, National Formulary, or Accepted Dental Remedies and New Drugs, and which, by law, are required to bear the legend: "Caution - Federal Law prohibits dispensing without a prescription" or which are specifically approved by the Plan.

Limits and Exclusions

*Benefits are limited to no more than a **100-day supply** for covered drugs purchased at a retail pharmacy, and no more than a **100-day supply** for covered drugs purchased by mail order. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.*

This drug rider does not provide drugs dispensed by other than a licensed, retail pharmacy or our mail-order service;

any drug not required for the treatment or prevention of illness or injury; vaccines or allergenic extracts; devices and appliances; needles and syringes that are not prescribed by a provider for the administration of a covered drug; prescriptions dispensed in a hospital or skilled nursing facility; over-the-counter or non-legend drugs; antibacterial soaps/detergents, shampoos, toothpastes/gels and mouthwashes/rinse.

Benefits for prescription birth control are covered for most groups. However, such coverage is optional if your group is self-insured or a bona fide religious organization. Check with your benefits administrator.

This is not a legal contract. It is only a general description of the \$7 generic/\$15 brand-name 2-Tier Managed Prescription Drug Program with an Unlimited annual maximum. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.

In Connecticut, Anthem Blue Cross and Blue Shield is a trade name of Anthem Health Plans, Inc., an independent licensee of the Blue Cross and Blue Shield Association. ® Registered marks of the Blue Cross and Blue Shield Association.

HAMDEN BOARD OF EDUCATION FLEX DENTAL PLAN

HOW IT WORKS

This dental plan provides coverage for a wide range of dental services up to individual maximum of \$2,000 per insured person per calendar year for the services listed below.

DIAGNOSTIC & PREVENTIVE SERVICES

Payable at 100% of usual, customary and reasonable charges at participating dentists:

- Initial oral exams - 1/36 months
- Periodic Oral exams - 2/Year
- Prophylaxis - 2/Year
- Topical application of fluoride - 2/Year to age 19
- Space maintainers to age 19
- X-rays
- Emergency Treatment
- Bacteriological Cultures
- Biopsy
- Palliative Treatment
- Sedative Fillings

BASIC SERVICES

Payable at 85% of usual, customary and reasonable charges at participating dentists:

- Fillings
- Endodontics
- Root canals
- Stainless steel crowns (Primary Teeth)
- Extractions
- Oral Surgery
- Repair of dentures - 1/Year
- Relining of dentures - 1/2 Years
- Recement crown
- Recement bridge
- Repair bridge
- Relining of Dentures
- General Anesthesia
- Periodontics
- Hemisection
- Apicoectomy & Retrograde Fillings
- Root Canal Therapy
- Pulpotomy
- Diagnostic Casts
- Scaling & Root Planning
- Provisional Splinting
- Periodontal Applications
- Root Recovery
- Alveoplasty

Incision & Drainage
Cyst Removal
Pin Retention
Silicateplastic & Composite restorations

MAJOR SERVICES

Payable at 50% of usual, customary and reasonable charges at participating dentists:

Crowns - 1/Tooth/5 Years
Post and core - 1/Tooth/5 Years
Inlays - 1/Tooth/5 Years
Onlays - 1/Tooth/5 Years
Prosthodontics - 1/Tooth/5 Years
Gold Inlays & Onlays
Gold Post & Core
Frenectomy
Occlusal Adjustment
Full Dentures
Partial Dentures
Fixed Bridge

Calendar Year Maximum : \$2000 per person per calendar year
 Applies to all three categories

PRINCIPAL LIMITATIONS AND EXCLUSIONS

Services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group; Services for which the member incurs no Dentists' Charge or which are services of a type ordinarily performed by a physician, or charges which would not have been made if insurance was not available; Services with respect to congenital malformations; Services, treatment or supplies furnished by or at the direction of any government, state or political subdivision; Any items not specifically listed in this Policy; Lost or stolen dentures or denture duplication; Gold foil restorations; Temporary services and appliances; such as crown or tooth preparations and temporary fillings, crowns, bridges and dentures; Application of sealants, regardless of reason; Services as determined by the company, that are rendered in a manner contrary to normal dental practice. A complete list of exclusions appears in the Master Group Policy on file with your employer or your Certificate of Membership.

This is not a legal policy or contract. It is only a general description of your Blue Cross & Blue Shield benefits. If there are discrepancies between the dental rider and this summary, the dental rider shall control.



The Standard®

Benefit and Cost Summary Proposal

An Employee Benefits Proposal for:

Hamden Public Schools District

Presented By:

Standard Insurance Company

Standard Insurance Company

March 29, 2011

Count on The Standard

Over the course of a century, Standard Insurance Company has earned a reputation for personal service, financial strength and high quality insurance products. From our home office staff to the sales and service representatives in our local offices across the country, everyone at The Standard is dedicated to helping you by providing creative and effective solutions to meet your employee benefit needs.

Simple: Making it easy for you

Whether you have two eligible employees or thousands, we put all our strengths to work to help you create a cost-effective benefits package — for you and for them.

Find the benefits you want and need. We offer understandable, comprehensive products configured to meet your needs. You'll find a full range of disability, life, dental and vision insurance, individual and voluntary insurance products, and retirement plans.

Comprehensive contract pricing and no surprises. We strive to offer the best value, going beyond the formulas, using a long-term pricing philosophy.

Dedicated contacts — no outsourced call centers. Our experienced employees deliver strong, empathetic and personalized service. We pride ourselves on our expert claims-handling, accurate, fair and prompt payments, and clear, accessible appeals process.

Account support tailored for you. You'll enjoy customized administration, implementation and enrollment services. And you'll benefit from insightful reporting, industry benchmarking and program recommendations.

Local: Supporting you where you do business

We have over 40 offices across the nation to serve our customers. Our representatives are committed to their communities and have an insider's understanding of local needs.

Dependable: A track record you can trust

- More than 100 years of history and five decades of employee benefits experience
- More than 27,100 group insurance policies in force with over \$1.8 billion in force premium¹
- Recognized as a top 10 provider of group Long Term, Short Term Disability and Life insurance based on in force premium²
- Over 91% of our business is employee benefits, letting us focus on what our customers really need
- Our first group insurance customer is still with us — after 58 years

¹ Figures are as of June 30, 2009 and are based on internal data developed by Standard Insurance Company. Reinsurance assumed is excluded. Certain statistics are unaudited.

² 2008 U.S. Group Disability Market Survey, JHA and U.S. Group Life Sales and In Force 2008 Annual Results, LIMRA International. These findings used combined data for StanCorp Financial Group's insurance subsidiaries, Standard Insurance Company and The Standard Life Insurance Company of New York.

me

STD Plan 1**Covered Members**

A regular Nurses Union employee of the Employer working 30 hours per week

Plan

STD Weekly Benefit	60%
Insured Predisability Earnings	\$1,667
Maximum Weekly Benefit	\$1,000
Minimum Weekly Benefit	\$15
Accident Benefits begin on day	30
Sickness Benefits begin on day	30
Maximum Benefit Period	180 days
Employer Contribution	100%

Cost

Members	Volume	X	Rate: Per \$10 of Benefit	=	Monthly Premium
17	\$11,266		0.36		\$406

- 3 Year Rate Guarantee.
- All Guarantee Issue.

Plan Features

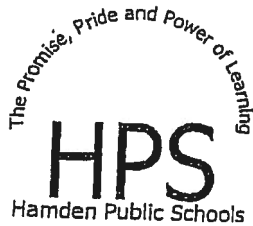
- The plan provides coverage for disabilities occurring only off the job.
- AdminEASE service is included, offering online resources for day-to-day administration of employee benefit plans.
- A Reasonable Accommodation Expense Benefit is included. This benefit reimburses employers for an amount agreed to by The Standard for modifications made to a disabled employee's work place that result in a return to work.
- Partial disability is always covered.
- E-Contract Document service is included, offering online efficiency and convenience in contract document delivery. Certificates must be distributed to insureds. Printed documents are available on request. Note: under ERISA plan administrators may deliver SPD/certificates electronically if appropriate and necessary measures reasonably calculated to ensure that the system for furnishing documents results in actual receipt of transmitted information. Legal counsel should be consulted for questions regarding delivery or recordkeeping requirements.

Conditions

- STD benefits will not be paid for any period during which paid sick leave is received.
- Proposal assumes coverage is currently in force.

Additional Information

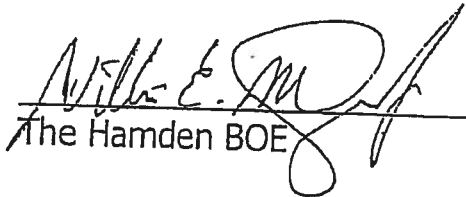
For additional information on the available features and benefits of Short Term Disability Insurance from The Standard, click here: <http://www.standard.com/eforms/8844.pdf>

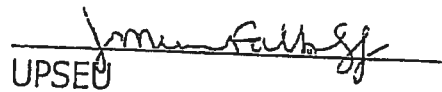


Fran Rabinowitz, Superintendent
Marie Jordan-Whitney, Assistant Superintendent
William E. McGraw, Jr., Assistant Superintendent

**Memorandum of Understanding
Between the Hamden Board of Education
And
UPSEU, Local 424 – Unit 3 (Nurses)**

In reaching a full agreement for a collective bargaining agreement with a duration commencing July 1, 2011 through June 30, 2016 the parties have agreed that in the event that a nurse has a previously scheduled half day on a day that there is a delayed opening, said nurse will be allowed to leave 3.25 hours after the usual, non-delayed start time.


The Hamden BOE


UPSEU

9-30-11

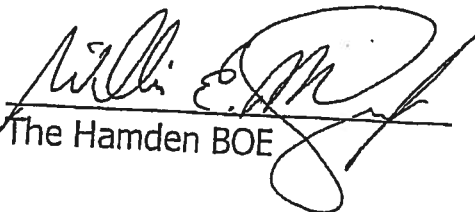
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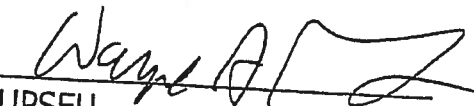
MR

Fran Rabinowitz, Superintendent
Marie Jordan-Whitney, Assistant Superintendent
William E. McGraw, Jr., Assistant Superintendent

**Memorandum of Understanding
Between the Hamden Board of Education
And
UPSEU, Local 424 – Unit 3 (Nurses)**

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The Hamden BOE


UPSEU

1-26-2017
Date



The Pk

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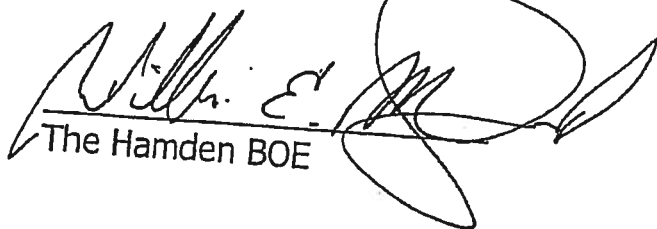
Hamden Public Schools

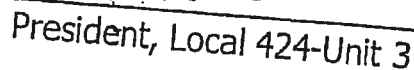
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Fran Rabinowitz, Superintendent
Marie Jordan-Whitney, Assistant Superintendent
William E. McGraw, Jr., Assistant Superintendent

**Memorandum of Understanding
Between the Hamden Board of Education
And
UPSEU, Local 424 – Unit 3 (Nurses)**

The accruals for each nurse will continue to be discussed until agreement is reached.


The Hamden BOE


President, Local 424-Unit 3

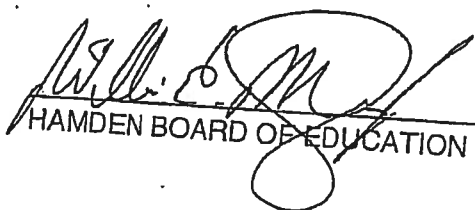
8.23.12

Date

LETTER OF UNDERSTANDING
BETWEEN THE
HAMDEN BOARD OF EDUCATION
AND
UNITED PUBLIC SERVICE EMPLOYEES UNION
LOCAL 424 UNIT 3 (NURSES)

In reaching a full agreement for a collective bargaining agreement with a duration commencing July 1, 2011 through June 30, 2016, the parties have agreed that nurses shall serve four (4) furlough days during the 2011-2012 fiscal year.

The Hamden Board of Education agrees and clarifies that said furlough days shall be credited as fully paid days for the purpose of retirement calculations for any employee retiring within the first three (3) years of the contract.


HAMDEN BOARD OF EDUCATION


UPSEU, LOCAL 424, UNIT 3 NURSES

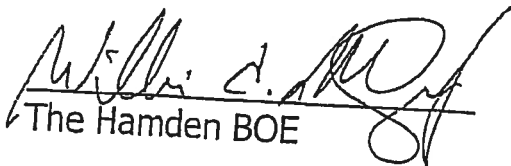
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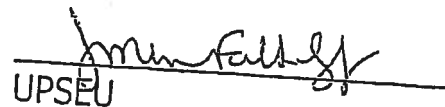
Fran Rabinowitz, Superintendent
Marie Jordan-Whitney, Assistant Superintendent
William E. McGraw, Jr., Assistant Superintendent

**Memorandum of Understanding
Between the Hamden Board of Education
And
UPSEU, Local 424 – Unit 3 (Nurses)**

In reaching a full agreement for a collective bargaining agreement with a duration commencing July 1, 2011 through June 30, 2016 the parties have agreed that the nurses shall serve four (4) furlough days during the 2011-2012 fiscal year.

The Hamden Board of Education agrees and clarifies that said furlough days shall be credited as fully paid days for the purposes of retirement calculations for any employee retiring within the first three (3) years of the contract.


The Hamden BOE


UPSEU

9-30-11
Date

MR