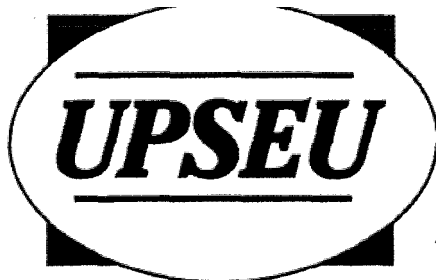


**COLLECTIVE BARGAINING
AGREEMENT**

By and Between

Ridgefield Board of Education

and the



**UNITED PUBLIC SERVICE EMPLOYEES UNION
Ridgefield BOE Nurses
Local 424 - Unit 56**

July 1, 2017 through June 30, 2020

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This agreement is made and entered into by and between the Ridgefield Board of Education, (hereinafter referred to as the “Board”) and Ridgefield BOE Nurses, UPSEU Local 424 - Unit 56, (hereinafter referred to as the “Union”). It is the desire of the parties to the Agreement that the Board, the Union and their respective representatives shall encourage the conduct of business in such a manner as to promote dignity and respect between the parties and to the employees of the bargaining unit. The Board and the Union shall not discriminate against any employee on the basis of Union membership or activity.

ARTICLE 1 **RECOGNITION/DEFINITIONS**

1.1 The Board recognizes the Union as the exclusive bargaining representative for all Nurses employed by the Ridgefield Board of Education who work fifteen (15) hours or more per week, pursuant to Case No. ME-30,030.

1.2 As used in this Agreement, the term “days” shall mean business days, unless otherwise expressly specified in this Agreement.

1.3 As used in this Agreement, the term “Board” shall mean the Ridgefield Board of Education and/or its designated employees/agents, including, but not limited to, the Superintendent of Schools and/or the Superintendent’s designee, unless otherwise expressly specified in this Agreement.

ARTICLE 2 **UNION SECURITY/DUES DEDUCTIONS**

2.1 Employees shall, as a condition of continued employment, either join the Union and pay the regular annual dues uniformly required for maintaining Union membership or pay an annual service fee to the Union not greater than the amount of dues uniformly required of members which represent the costs of collective bargaining, contract administration, and grievance adjustment.

2.2 The Union agrees to defend, indemnify and hold the Board harmless against any and all expenses, liability, suits or claims which arise under this Article and/or from the Board’s action in compliance with the provisions of this Article, including but not limited to any or all expenses involved in the termination of a member pursuant to this Article.

2.3 Deductions shall be made bimonthly for twenty-two (22) pay periods from September through June. For newly hired employees, deductions shall start no later than thirty (30) days after the date of hire. Following each pay period for which the aforesaid deductions are made, the Board will forward to the Union a check in the amount deducted from employee’s paychecks during that pay period in accordance with this Article together with a list of employees from whose paychecks such deductions are made.

ARTICLE 3
MANAGEMENT RIGHTS

3.1 There are no provisions in this Agreement that 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 contract unless and only to the extent that the provisions of this Agreement specifically curtail or limit such rights, powers and authority.

The Union recognizes that the Board's rights, powers and authority include, but are not limited to, the right to manage its operation; direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge or lay-off; the right to make all plans and decisions on all matters involving its operation; the scheduling of operations, the materials to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees, to prescribe rules to that effect; to determine the qualifications of employees, to establish and to modify job descriptions.

3.2 The above rights, responsibilities and prerogatives are inherent in the Board of Education and the Superintendent by virtue of statutory and charter provisions and are not subject to delegation in whole or in part. Those inherent management rights not restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to any grievance procedure.

ARTICLE 4
NO STRIKE/NO LOCKOUT

4.1 Neither the Union nor any employee included in this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown or refusal to render services, nor shall there be a lockout by the Board in any part of the Board's operations.

ARTICLE 5
SERVICE

5.1 Service is defined as length of service with the Board in a bargaining unit position. No employee shall accrue service until satisfactorily completing his/her probationary period.

5.2 The Board shall provide the Union with a copy of the length of service list as of July 1st each year.

5.3 An employee who returns to work after an authorized leave (not to exceed one year) shall receive credit for his/her prior service wages and longevity.

ARTICLE 6
PROBATIONARY PERIOD

6.1 Newly hired employees shall be subject to an initial probationary period of six (6) months. During this period, the discipline and dismissal provisions of this Agreement are not subject to the grievance procedure.

ARTICLE 7
TERMS OF EMPLOYMENT

7.1 Nurses will be present and on duty each school day for thirty (30) minutes in addition to the length of the school day, with a starting time to be established by the Board of Education.

7.2 The work year shall conform to the school calendar and six (6) additional full work days (which is six hours and thirty minutes), which may include days before and after the school year, as well as professional development days. Such additional days shall be scheduled by the Board, with nurses provided advance notice. In addition, nurses may be required to work up to four (4) additional hours with pay per month, with advance notice, for training, meetings and other work required or assigned by the administration.

7.3 When there is a delayed opening, nurses shall be at the school fifteen (15) minutes prior to the beginning of the student school day. Upon early dismissal for inclement weather, nurses may leave after the last student bus departs with the approval of the building supervisor. An employee who believes his/her safety is jeopardized by remaining at work after students have been dismissed may ask his/her supervisor for permission to leave. If the supervisor approves the request, the lost time shall be treated as an excused absence. If the supervisor does not grant the request, the employee may utilize any available personal time or take unpaid leave.

7.4 When employees are required by the Board to attend job-related training or professional development outside of a regularly scheduled work day, the employees shall attend such training with pay. The parties may consult with one another concerning possible topics for professional development.

7.5 Employees shall receive overtime pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours in a work week.

ARTICLE 8
PART-TIME EMPLOYEES

8.1 Part-time employees are those employees who are regularly scheduled to work less than thirty-five (35) hours per week.

8.2 For part-time employees, sick days, personal leave and longevity benefits shall be pro-rated based upon the ratio of employee work hours to thirty-five (35) hours a week.

ARTICLE 9
HIRING PROCEDURE

9.1 When a bargaining unit position becomes available in the Ridgefield Public School System, the Director of Personnel shall post a memo in all buildings and on the Ridgefield Public School website for five (5) working days and send a copy to the Unit President, announcing the opening which is available. All bargaining unit employees who apply and meet the minimum qualifications of the posting for the available position shall be interviewed for the position if they so desire. All bargaining unit applicants shall be notified that the position has been filled within five (5) days of the appointment. The Union will be notified of all new employees who are hired by copy of the letter of appointment, on the date the letter is issued. The Union will identify one individual who shall receive this notice.

9.2 When specialized nursing assignments or skills are required, the Board retains the ability to hire temporary non-union employees to perform nursing duties. Should a reduction in force be required, non-union employees shall be laid off prior to union employees, provided the union employee is qualified and able to perform the assignment.

ARTICLE 10
TRANSFERS, LAYOFF AND RECALL

10.1 Any employee desiring to transfer to another position may file a request to do so with the Director of Personnel. However, nothing shall obligate the Board to grant such a request.

10.2 Prior to effectuating an involuntary transfer, the Director of Personnel shall meet with the Unit President and the employee to discuss the transfer. Any member transferred involuntarily will be transferred to a comparable position with a comparable hourly rate, if available. In all cases the final decision will be left to the Superintendent of Schools.

10.3 When the Superintendent's proposed budget includes the elimination or reduction of a nurse position, the Union will be notified in writing. In the event of a layoff, the following order of priority shall prevail:

- a. Probationary employees;
- b. Seniority shall prevail provided that the ability, performance and qualifications of the affected employees are equal in the opinion of the Personnel Director. When a part-time employee's position is eliminated, the employee is eligible for other part-time positions, or given the option to apply for an available full-time position. If the employee does not wish to accept a full-time position which is offered, the employee will be put on the recall list.

10.4 An employee shall be recalled for a vacant position for which he/she is qualified, in the opinion of the Director of Personnel, and will not lose service credit upon reinstatement. If there is more than one employee on the recall list, employees will be selected by the Director of Personnel based on ability, qualifications, and performance. When employees are equal in

qualifications, ability and performance, in the opinion of the Director of Personnel, seniority will prevail. The names and addresses of those employees laid off will remain on a recall list until the second August 15th following the date of the employee's layoff. If direct contact cannot be made within five (5) days, employees will be contacted at their last known address by certified mail, return receipt requested, and will have ten (10) days to contact the Director of Personnel to signify acceptance of the position offered. The name of any laid-off employee who refuses the offer of a position shall be removed from the recall list. A former employee who was laid-off from a full-time position and thereafter refuses or accepts recall to a part-time position shall retain his/her recall rights to a full-time position.

ARTICLE 11 **GRIEVANCE PROCEDURE**

11.1 The Board and the Union agree that problems which may arise affecting the working conditions of employees should be solved at the lowest possible administrative level and therefore encourage informal meetings when mutually desirable to accomplish this. All parties agree that proceedings shall be kept confidential to the extent allowed by law.

11.2 Definitions

- a. "Grievance" is hereby defined to mean a written complaint, filed in accordance with the procedure hereinafter set forth, by an employee(s) claiming an alleged violation, misinterpretation or misapplication of an explicit provision of this Agreement by the Administration or the Board.
- b. "Grievant" is hereby defined as an employee(s) filing a Grievance.
- c. "Days" is hereby defined to mean a normal work day for employees. For the time period following the end of the student school year until the beginning of the school year, "days" is defined as a day in which the Central Office is open for business.

11.3 Time Limits

- a. Time limits hereinafter set forth for processing a Grievance from one level to another should be considered as maximum and may be changed only by written agreement between the Grievant and the Administrator involved at that level.
- b. Any Grievance which is not presented or processed by the Grievant within the maximum time limits set forth herein will be deemed resolved in accordance with the position of the Administrator involved at that Level preceding the Level where the default in submitting the Grievance occurred. If any response to a Grievance is not given by the Principal/Supervisor, the Director of Personnel, the Superintendent or the Board within the time limits set forth herein for such responses, the Grievant will have the option to proceed to the next Level without waiting for such response.

11.4 Informal Procedures

- a. If an Employee believes that she/he has a Grievance, she/he may discuss the matter with her/his principal/administrative supervisor or any appropriate administrator designated by the Board in an effort to resolve the problem informally. Said discussion must occur within five (5) days of the incident giving rise to the Grievance. If the Grievance is not resolved within five (5) days of said discussion, the Grievant shall notify the Union no later than ten (10) days after the incident giving rise to the Grievance.

11.5 The following procedures shall be followed exclusively in the processing of a Grievance:

- a. Level One: Principal/Supervisor

The employee(s) may pursue the Grievance by filing the Grievance with the principal/administrative supervisor in writing with a copy to the Personnel Director. Said filing must occur within twenty (20) days after the incident giving rise to the Grievance. The Principal/Supervisor shall respond to the Grievance in writing within five (5) days following her/his receipt of the Grievance. Said response will not be used as precedent or as evidence in any other Grievance, whether or not it resolves the Grievance to which the response is directed. However, if there is a failure to live up to the resolution, the Grievance may become evidence in further procedures relative to that same Grievance. To expedite the processing of a Grievance on behalf of itself or a number of Employees identically affected which cannot be resolved at Level One, the Grievant may initiate a formal Grievance at Level Two within twenty (20) days after the incident giving rise to the grievance provided that any Principal/Supervisor concerned has been so informed.

- b. Level Two: Director of Personnel

- (1) If the Grievant is not satisfied with the disposition of her/his Grievance at Level One, or if no response has been rendered within the five (5) day period provided for the Principal's/Supervisor's response at Level One, and grievant wishes to proceed further, grievant must file the grievance, together with principal's/supervisor's response, if any, with the Director of Personnel within ten (10) days after Grievant's receipt of the Principal's/Supervisor's Level One response, or within ten (10) days following the expiration of the period provided for the Principal's/Supervisor's response at Level One, whichever is sooner.

- (2) Upon timely receipt of the Grievance and the Principal's/Supervisor's response, the Director of Personnel shall cause the Grievance to be investigated and, within ten (10) days after the Director of Personnel's receipt of the Grievance, the Director of Personnel shall meet with the Grievant to discuss the Grievance. Within ten (10) days after the conclusion of said meeting between Grievant and the Director of Personnel, the Director of Personnel shall respond to the Grievance in writing and transmit said response to Grievant.

c. Level Three: Superintendent of Schools

- (1) In the event that the Grievant is not satisfied with the disposition of her/his Grievance at Level Two, or in the event that no response has been rendered within the ten (10) day period provided for the Director of Personnel's response at Level Two, and Grievant wishes to proceed further, Grievant must file the Grievance, together with the Director of Personnel's Level Two response, if any, with the Superintendent within ten (10) days after Grievant's receipt of the Director of Personnel's Level Two response, or within ten (10) days following the expiration of the period provided for the Director of Personnel's response at Level Two, whichever is sooner.
- (2) Upon timely receipt of the Grievance and the Director of Personnel's response, the Superintendent shall, within ten (10) days therefrom, meet with the Grievant to discuss the Grievance. Within ten (10) days after the conclusion of said meeting between the Grievant and the Superintendent, the Superintendent shall respond to the Grievance in writing and submit said response to the Grievant.

d. Level Four: The Board of Education

- (1) In the event that the Grievant is not satisfied with the disposition of her/his Grievance at Level Four, or in the event that no response has been rendered within the ten (10) day period provided for the Superintendent's response at Level Three, and Grievant wishes to proceed further, Grievant must file the Grievance, together with the Superintendent's Level Three response, if any, with the Board of Education within ten (10) days after Grievant's receipt of the Superintendent's Level Three response, or within ten (10) days following the expiration of the period provided for the Superintendent's response at Level Three, whichever is sooner.
- (2) Upon timely receipt of the Grievance and the Superintendent's response, the Board, or a designated committee of the Board, shall,

within fifteen (15) days therefrom, schedule a meeting to consider the Grievance. Within ten (10) days after the conclusion of said meeting the Board shall render its decision in writing to the Grievance, with a copy to the Union president.

e. Level Five: Arbitration

In the event that the Union is not satisfied with the disposition of the Grievance at Level Three or in the event that no response has been rendered within the ten (10) day period provided for the Board's response at Level Four, and the Union wishes to proceed further, the Union must, within fifteen (15) days following receipt the Board's response or within fifteen (15) days following the expiration of the period provided for the Board's response at Level Four, whichever sooner occurs, submit the Grievance to the American Arbitration Association for arbitration; but all of the following terms and conditions must be followed in order to perfect the right to arbitration:

- (1) The Grievance must involve the interpretation or application of a specific and explicit provision of this Agreement, and will not be arbitrable if it claims a right, benefit or obligation not expressly set forth in this Agreement.
- (2) The submission to arbitration must be made in writing by certified mail, postage prepaid, with a copy to the Superintendent and the Board, postmarked within the ten (10) days immediately following the receipt by the Union of the Board's Level Four response or the expiration of the time period within which the Board is required to respond at Level Four, whichever is sooner.
- (3) The Arbitrator shall be selected in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall also govern the arbitration proceeding.
- (4) The Arbitrator shall hold such hearings as shall be required. The Arbitrator shall be without power or authority to alter, amend, delete or disregard provisions of this Agreement, and shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the provisions of this Agreement.

- (5) The Arbitrator shall, within (30) days after the close of the hearing or the submission of briefs by the party, render an award in writing setting forth findings of facts, reasoning, and conclusions on the issues submitted. The decision of the Arbitrator shall be final and binding providing nothing shall prevent either the Board or the Union from attempting to modify, vacate, or enforce such decision in court.
- (6) The costs for the services of the Arbitrator shall be borne equally by the Board and the Union.

11.6 Neither the Board nor the Union will take any reprisals against any participant in this Grievance procedure by reason of such participation.

11.7 Miscellaneous

- a. Grievances and responses to Grievances shall be filed separately from the personnel files of the Grievants.
- b. At meetings held with the Principal/Supervisor, the Director of Personnel, the Superintendent and/or the Board pursuant to Levels One, Two, Three and Four, respectively, Grievant will have the right to be accompanied by Union representative, legal representatives or other persons whose presence has a direct bearing on these proceedings. The Principal/Supervisor, the Director of Personnel, the Superintendent and the Board shall have a corresponding right to legal representation and the right to call pertinent witnesses.
- c. In those cases where the Grievant's immediate administrative Supervisor is not a Principal, the representative of the Administration at the Level One meeting shall be the Grievant's immediate Supervisor.
- d. Grievances may be filed through Level Four by an individual, acting with or without the support of the Union. The Union reserves the right to act independently of any Grievant, although only the employee(s) may file a grievance, and may also withdraw from active participation at any level of appeal without jeopardy to the merit of the Grievance. Only the Union may appeal a Grievance to arbitration.

ARTICLE 12
DISCIPLINE

12.1 No employee shall be suspended without pay or discharged except for just cause. The Board may immediately discharge employees for serious offenses, such as, but not limited to:

- a. unauthorized leave of absence without a valid reason;

- b. possessing or consuming any alcoholic beverage or drugs on school property or reporting to work under the influence of alcohol or drugs;
- c. gambling, fighting, disorderly conduct; conduct which violates common decency and morality or risk to a minor;
- d. theft or dishonesty, willful or negligent damage to property;
- e. other just cause.

The parties encourage informal discussion between the supervisor and employee when discipline is being considered. Less severe offenses shall normally result in a written warning for the first offense, suspension for the second offense, and discharge for the third offense. The Board will send copies of written disciplinary action to the Union Representative and Unit President.

ARTICLE 13 **SICK LEAVE**

13.1 **Sick Leave**. A sick day is hereby defined as a day on which the employee is absent from work because he or she is too sick or injured (not job-connected) to report to work or is required to undergo medical consultation or tests which cannot be conducted at a time other than when the employee is scheduled to be at work.

Such absences, as defined above, of five (5) consecutive work days or less shall be termed occasional sick days. Employees shall have available for their use up to a total of ten (10) occasional sick days in any fiscal year. Employees with less than six (6) months of continuous service shall earn occasional sick days at the rate of one-twelfth (.83) of the annual allotment per calendar month of service.

13.2 Each employee may use up to five (5) annual sick days to care for an ill family member. "Family member" is defined as one for whom the employee is the primary care giver and is the employee's parent, spouse, child, step-parent, step-child, parent-in-law or who is domiciled with the employee.

ARTICLE 14 **DISABILITY**

14.1 Disability leave is hereby defined as a period of absence of more than five (5) consecutive work days during which the employee is too ill or injured (not job-connected) to report to work. To be eligible for disability leave and disability insurance, employees must have completed six (6) months of continuous service. The first ten (10) days of disability leave shall be with continuation of normal base pay if approved by the Director of Personnel. If the Director of Personnel does not approve all or part of the ten (10) days, the employee, at his or her option, may use all or part of his or her unused sick days for the unpaid portion of the ten (10) days of disability leave.

14.2 Short-Term Disability Insurance. After the first fourteen (14) calendar days of absence and continuing up to six (6) months from that date, the employee shall be paid sixty-six and two-thirds (66-2/3) percent of his/her base pay as of the date of disability on a weekly basis.

14.3 Long-Term Disability Insurance. After six (6) months of absence and up to the Normal Retirement Date of the Federal Social Security Act, the employee shall be paid fifty (50) percent of his/her base pay on a weekly basis, which shall be inclusive of any primary Social Security disability benefits, any pension benefits from the Town of Ridgefield Pension Plan, and any disability benefits originating from a plan to which the Board of Education or the Town of Ridgefield may have contributed. The dates and periods of eligibility and all questions of coverage shall be determined by the disability insurance policies themselves.

14.4 Workers' Compensation. An employee who is absent from work for more than three (3) consecutive days due to a job-related illness or injury shall receive benefits pursuant to the State of Connecticut Workers' Compensation Law. When an employee qualifies for workers' compensation temporary total disability benefits, such benefits may be supplemented to 100% of the employee's net pay for up to six (6) months.

ARTICLE 15 **PERSONAL DAYS**

15.1 Personal leave, not to exceed two (2) days per year, non-cumulative, shall be available to employees when emergency or other essential circumstances make absence unavoidable, such as religious holidays, graduation, weddings, court appearances, house closings, attendance at funerals or a serious illness of a member of the employee's immediate family who is in the employee's custodial care. It is understood and agreed that the intent of this section is to provide personal days to employees to aid them during a sincere hardship situation, and employees shall make all reasonable efforts to plan and conduct use of such leave so that it does not conflict with assigned duties.

An employee's request for personal leave with the reason for absence must be submitted to the Director of Personnel at least twenty-four (24) hours prior to the requested absence. If the emergency is so urgent as to make such prior notice impossible, the reason for the absence shall be made orally as soon as practicable, either in person or by telephone, to the Director of Personnel and must later be confirmed in writing. Approval of the requested leave will be decided by the supervisor in response to the employee's request.

ARTICLE 16
BEREAVEMENT LEAVE

16.1 Each employee will be permitted up to five (5) days of leave without the loss of pay for a death in the immediate family, per occurrence. For the purpose of this section, “immediate family” is defined as the employee’s spouse, child, parent, step-parent, step-child, grandparent, sibling, and spouse’s parents, sibling and grandparents. In addition, each nurse who is required to be absent from work to attend the funeral of a close friend or family member not included in the definition of “immediate family” will not lose pay for such day, but no nurse shall use more than one (1) such day in any fiscal year. The Superintendent may grant additional days off for such purposes without loss of regular pay.

ARTICLE 17
UNPAID LEAVE

17.1 An employee may be granted an unpaid leave of absence once she/he has completed the probationary period. Such leaves may be granted for a period up to one (1) year. The approval or disapproval of any leave will be at the discretion of the Superintendent and/or designee. Employees desiring such unpaid leave of absence shall make their request to the Director of Personnel at least one (1) month in advance, except in cases of emergency. The employee may continue health and life insurance benefits during the leave by making monthly payments to the Board equal to 100% of the insurance premium cost except as otherwise provided by law. This leave shall not be considered a break in service and the employee shall be reinstated with her/his prior service credit. All annualized paid time off benefits must be exhausted before the commencement of the unpaid leave and no paid time off benefits will accrue during the leave.

ARTICLE 18
JURY DUTY

18.1 Any employee who is called for jury duty shall receive a rate of pay equal to the difference between regular salary and the jury fee for the period of jury service. Despite the worthy purpose of jury duty, it is recognized that the Board has the responsibility of maintaining an orderly operation of the schools and the Board may make necessary appeals to appropriate authorities for the employee’s excusal from jury duty when necessary. Employees shall actively cooperate with the Board in these circumstances when requested to do so. An employee receiving notification of jury duty shall make every effort to immediately report such notice to his/her immediate supervisor.

ARTICLE 19
PERSONNEL FILES

19.1 The Board of Education shall permit each employee to inspect his/her personnel file. Employees shall receive a copy of their personnel file upon request.

ARTICLE 20
EVALUATIONS

20.1 The Board shall develop and annually administer a performance evaluation process, through its administration, which shall assess, measure and evaluate an employee's performance. The results of performance evaluations may not be grieved through the grievance procedure. The signing of a performance evaluation by the employee does not necessarily constitute agreement with the contents of the evaluation, but signifies receipt of the performance evaluation. No bargaining unit member shall be the sole evaluator of any other bargaining unit member.

ARTICLE 21
MILEAGE

21.1 Mileage for school business travel authorized by the Principal or his/her designee shall be reimbursed at the IRS standard. Such payments will be made quarterly.

ARTICLE 22
INSURANCE BENEFITS

22.1 The Board shall provide the following insurances:

- a. Health Insurance. High Deductible Plan with a Health Savings Account (HD-HSA) as outlined in Appendix A for each eligible employee and his/her eligible dependents (each of whom is hereinafter referred to as "insured"). The HD/HSA Plan has upfront deductibles of \$2000/\$4000 with a fifty percent (50%) employer contribution. Effective July 1, 2019, the HD/HSA Plan has upfront deductibles of \$2250/\$4500.

After the deductible is satisfied, there shall be prescription coverage co-payments of \$5/\$20/\$35 to a maximum additional out-of-pocket cost of \$1000/\$2000

- b. Effect July 1, 2019, fifty percent (50%) of the Board's contribution toward the High Deductible will be deposited in the HSA accounts at the time of the Board's first payroll in August, with the remainder deposited at the time of the Board's first payroll in January.
- c. Dental Insurance. Each employee and eligible dependents shall receive dental coverage as provided for in Appendix B.
- d. Life and Accidental Death and Dismemberment Insurance. Each eligible employee shall be covered by a group life insurance policy in the amount of \$100,000.
- e. Or a similar coverage obtained under comprehensive packages.

22.2 If an employee becomes totally disabled before age 60 and is unable to work, the Life Insurance will be continued until the disability ends or until age 70, whichever is first. The medical insurances will continue for the balance of the calendar year in which the disability occurs, plus one additional calendar year.

22.3 The dates and periods of eligibility and all questions of coverage shall be determined by the insurance policies themselves.

22.4 All covered members shall contribute, by payroll deduction, the following percentages of premium applicable to the specific insurance plans in which the member enrolls:

a.	High Deductible-HSA Plan		
	2017-18	2018-19	2019-20
	14%*	15%	15.5%
b.	Dental Benefit Plan:		
	2017-18	2018-19	2019-20
	14%*	15%	15.5%

* Effective upon approval of contract.

22.5 The Board shall maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the employees' share of health insurance premiums. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with the paragraph, neither the Union nor any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom. This waiver on the part of the Union shall not extend to acts which may be committed by the Board or its agent(s) other than acts in furtherance of the I.R.C. Section 125 plan. In the event the Board implements an expanded Section 125 Plan that includes provisions for Health Care and Dependent Care Expense reimbursement, such expanded Plan will be implemented for this bargaining unit.

22.6 Disputes as to eligibility for coverage and the amounts of benefits payable pursuant to any individual claim are between the individual and the carrier and/or Plan Administrator and shall not be subject to the Grievance and Arbitration Procedure except in the following cases:

- a. The issue of whether an employee meets the requirement that he or she is regularly assigned to work the requisite hours for eligibility;

- b. The issue of whether the Board provided the coverage specified in the Article;
- c. With respect to coverage provided by the Board as a self-insurer and where the Plan Administrator is a Board Employee, claims filed with the Board which cannot be resolved to the claimant's satisfaction by the Plan Administrator.

22.7 Employees who are scheduled to work thirty (30) hours or more per week shall be eligible for health insurance. Employees who are scheduled to work twenty-seven and one half (27.5) hours or more per week shall be eligible for life and disability insurances.

22.8 Change of Carrier. The Board reserves the right to change plan administrators or insurance carriers or to self-insure or fully insure, provided that the new coverage is comparable to the previous coverage and includes at least 85% of the hospitals and physicians (by visits) who were in the preferred provider network of hospitals and physicians which existed immediately before the change of insurance carrier. The Union shall receive no less than thirty (30) days notification prior to any change of carriers.

ARTICLE 23 **POST-RETIREMENT BENEFITS**

23.1 Eligible employees are covered under the terms of the applicable Town of Ridgefield Pension Plan. All new hires will receive a copy of the Summary Pension Plan Description.

23.2 Eligible nurses (those retiring with at least thirty-five (35) years of service as a nurse for the Ridgefield Board of Education after having at least twenty years of service in Ridgefield as of July 1, 2013) may participate in the insurance plan that is provided to active nurses until they are eligible for Medicare, at which time they shall participate in Medicare.

Upon retirement, eligible nurses who had at least twenty-five (25) years of service for the Ridgefield Board of Education as of July 1, 2013, who retire on or after July 1, 2013 shall pay thirty percent (30%) of the cost of the applicable coverage (individual, 1-1, family). Upon retirement, eligible nurses who had at least twenty years (20) of service in Ridgefield as of July 1, 2013 shall pay thirty-five (35%) of the cost of the applicable coverage (individual, 1-1, family). Nurses who do not have at least twenty (20) years of service in the Ridgefield Public Schools as a nurse as of July 1, 2013 are not eligible for this benefit.

ARTICLE 24
LONGEVITY PAYMENTS

24.1 Longevity. Each employee who has completed five (5) years or more of service as of December 1 shall receive a longevity payment of four hundred dollars (\$400); after completing ten (10) years, six hundred dollars (\$600); after completing fifteen (15) years, eight hundred dollars (\$800), and after completing twenty (20) years, one thousand dollars (\$1000). Longevity payments will be made on the first pay day in December. For less than full-time employees, longevity payments shall be prorated based on their scheduled work hours.

Employees hired after July 1, 2018 are not eligible for this benefit.

ARTICLE 25
WAGES

25.1 The hourly rate for the 2016-17 contract year is \$38.08. This represents a full-time salary of \$52,007 for the 2016-17 contract year. For the 2017-18 contract year, each nurse will receive a wage adjustment of \$500. The general wage increase for the 2017-18 contract is calculated based on the adjusted full-time salary of \$52,507.

The hourly rate for all nurses covered by this Agreement are \$39.41 retroactively effective as of July 1, 2017; \$40.36 effective July 1, 2018; and \$41.21 effective July 1, 2019.

The hourly rates are set forth below:

<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
\$39.41	\$40.36	\$41.21
2.5%	2.4%	2.4%

25.2 The Nursing Coordinator shall work ten (10) additional days with pay beyond the work year for nurses as set forth in Article 7.2. The administration shall schedule these days after consultation with the Nursing Coordinator.

25.3 The Nursing Coordinator shall receive an annual stipend equivalent to ten percent (10%) of the annual wages for a full-time nurse.

25.4 Nurses shall be paid over twenty-two (22) pay periods with the twenty-second (22nd) pay period representing a “balloon” payment equivalent to 5/26 pay periods. The first payment will be the second pay period following the start of the school year.

ARTICLE 26
AMENDMENT OF AGREEMENT

26.1 It is understood and agreed that this Agreement contains the agreement of the parties, and that it may be amended or altered only by mutual agreement in writing by the parties.


ARTICLE 27
DURATION

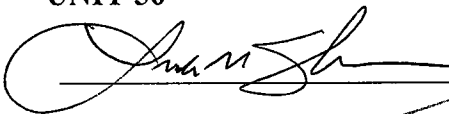
27.1 This Agreement shall take effect upon signing and remain in full force and effect until June 30, 2020. This Agreement shall remain in full force and effect during the period of negotiations for a successor agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto.

RIDGEFIELD BOARD OF EDUCATION

**RIDGEFIELD BOE NURSES, UPSEU,
UNIT 56**





KEVIN E BOYLE, JR.

Date: 1/8/18

Date: 1-23-18