

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

SOUTHINGTON BOARD OF EDUCATION

AND

THE SOUTHINGTON BOARD OF EDUCATION

NURSES

LOCAL 1303-140 OF COUNCIL #4, AFSCME

2017-2020

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This agreement is entered into by and between the Southington Board of Education, hereinafter referred to as the "Board" and Local 1303 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE I **RECOGNITION**

Section 1.0

The Board recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on all matters of wages, hours of employment, and all other conditions of employment, within the meaning of Section 7-471(3) of the Municipal Employee Relations Act for all School Nurses (Registered Nurses and Licensed Practical Nurses) working twenty (20) hours or more per week, pursuant to the Decision and Certification of Representative by the Connecticut State Board of Labor Relations, Case No. ME-29019.

ARTICLE II **UNION SECURITY**

Section 2.0

Neither the Board nor the Union will engage in any practice that discriminates against any employee in regard to hiring or tenure of employment or any terms or conditions of employment, which will encourage or discourage membership in any employee organization.

Section 2.1

All employees in the bargaining unit shall either become members of the Union, or pay a service fee to cover the cost of collective bargaining and contract and grievance administration as a condition of employment.

Section 2.2

All new employees in the bargaining unit shall, within sixty (60) work days of the date of employment, either become a member of the Union or pay a service fee to cover the cost of collective bargaining and contract and grievance administration as a condition of employment.

Section 2.3

The Board will within fifteen (15) working days after receipt of notice from the Union, discharge any employee who is not a member in good standing in the Union or does not pay to the Union a fee as established by the Union as required by the preceding paragraphs.

ARTICLE III **PAYROLL DEDUCTIONS**

Section 3.0

The Board agrees to deduct from the pay of all its employees, who authorize such deductions from their wages, such membership dues, service fees or initiation fees as specified by the Union. Deductions will be made each pay period once authorization is given by the Union to the Payroll Department. Such deductions shall continue for the duration of this agreement or any extension thereof.

Section 3.1

The deductions as provided in Section 3.0 shall be remitted to the Council #4 Office of the Union within fifteen (15) days, accompanied by a list of names of employees whose wages, dues or service fee deductions have been made.

Section 3.2

The Union shall indemnify and save the Board harmless, including the payment of the Board's reasonable attorney's fees, from any and all claims, demands, legal actions or judgments arising out of the implementation of the provisions of this Article or Article II. Failure to indemnify or save the board harmless will void these Articles.

ARTICLE IV **SENIORITY, LAYOFF AND RECALL**

Section 4.0

- A. Seniority shall be defined as an employee's continuous service with the Board of Education since his/her last date of hire as a bargaining unit member. Seniority shall not accrue during unpaid leaves of absence of greater than one month's duration, but service rendered prior to a leave shall be retained.

- B. The Board shall prepare a seniority list of all employees covered by this Agreement showing their seniority as of June 30 of each year. Said seniority lists shall be delivered to the Union President by September 1 of each year.

Section 4.1

All new employees shall serve a probationary period of eighty (80) workdays. During this period the new employee shall be subject to all clauses of this Agreement, with the exception that he/she may be terminated without recourse to the grievance procedure.

Section 4.2

Two (2) separate seniority lists shall be established as follows for purposes of layoff and promotion, as follows:

- A. Registered Nurses
- B. Licensed Practical Nurses

Section 4.3

An employee scheduled for layoff shall be given no less than two (2) weeks notice or the equivalent in wages.

Section 4.4

Layoffs shall take place as follows:

An employee with the least seniority within the affected classification (Registered Nurse or Licensed Practical Nurse) shall be laid off first. A Registered Nurse scheduled for layoff shall be allowed to bump the least senior Licensed Practical Nurse, provided that the bumping employee has greater seniority than the employee whom he/she bumps.

Section 4.5

- A. Employees who have been laid off shall be on a recall list for a period of two (2) years from the date of layoff. No employee shall be recalled to a position of greater rank, compensation, or authority and no part-time employee will be recalled to a greater part-time or full-time position. No new employee shall be hired into any classification for which there exists a qualified former employee on an active recall list. Employees shall be recalled in reverse order of seniority. Any laid off employee working in a lesser classification/position does not forfeit recall rights for the remaining period of recall.
- B. The Superintendent must receive acceptance of recall within two (2) weeks after notification of recall is sent by Certified Mail Return Receipt Requested to the employee's

last known address unless there are extenuating circumstances which prevent the employee from accepting recall within such period.

- C. Refusal to accept recall for any reason other than extenuating circumstances will cause such employee's name to be stricken from the recall list.
- D. No part-time employee(s) will be used while regular employees in the bargaining unit are on layoff.

ARTICLE V

VACANCIES, PROMOTIONS AND TRANSFERS

Section 5.0

All job vacancies shall be posted for a period of seven (7) working days prior to any action to fill any job opening. Job openings shall be filled based upon qualifications of all applicants. Best qualified applicants shall be appointed in accordance with the job description. Where qualifications are equal, seniority shall be the deciding factor. The decision of the superintendent or his designee regarding the best qualified applicant shall not be capricious or unreasonable. Should the Union on behalf of any affected employee believe that an employee was not awarded the job in accordance with this section, the Union may file a grievance in accordance with the grievance procedure.

Section 5.1

For the purposes of this Article, "vacancy" shall mean positions, which are open as a result of death, retirement, discharge, resignation, promotion, or the creation of a new position.

Section 5.2

Two copies of the job posting shall be sent to each school, one for the office and one for the kitchen. Copies of job postings and a list of bargaining unit members applying for the job shall be given to the Union President at the end of the posting period upon request. The name of the person appointed shall be sent to the Union President at the time of appointment.

Section 5.3

If an employee is promoted to the position of nursing supervisor and is unable to perform the duties of that classification within a thirty (30) work day probationary period, he/she shall be returned to his/her former classification at the same step. The vacancy created by the promotion may be filled by the Board on a temporary basis for thirty work days. It must then be posted in accordance with Article V, Section 5.0.

Section 5.4

- A. When a reduction in the work force or other bona fide circumstance requires the transfer of employees, the Board shall first seek volunteers when possible. In the absence of volunteers, the Board shall transfer within the affected classification by inverse order of seniority.
- B. The Board shall not make involuntary transfers without first discussing its intent and reasons with the Union President.
- C. In the event of a vacancy occurring in a nursing position, the Board shall post the position on the district's website and allow seven (7) working days (Monday – Friday) for the employees to apply. If the vacancy occurs during the summer, the Board shall mail copies of the posting to the Union President and Vice President.

ARTICLE VI **HOURS OF WORK AND OVERTIME**

Section 6.0 – Work Year

The regular work year for all nurses shall consist of eleven (11) holidays, one hundred eighty-one (181) student school days, plus the two (2) work days immediately preceding the commencement of the student school year, and one (1) professional development day. The work year shall also include one (1) additional day to be worked in the summer. The additional day during the summer shall be scheduled by mutual agreement between the Principal and each nurse. This additional day shall be paid at the per diem rate. Notwithstanding the preceding sentence, the per diem rate shall remain at one-one hundred ninety-fifth (1/195) of the salary rate

The School Nursing Supervisor shall have a work year consisting of the guidelines under Section 6.0A, plus four (4) additional days to be worked by mutual agreement between the School Nursing Supervisor and his/her supervisor.

The per diem rate shall be modified to one-one hundred ninety-fifth (1/195) of the salary rate.

The Board will work with a committee of nurses to plan the program content for the professional development day referenced in Section A above, which could include bringing in outside speakers.

Section 6.1 – Work Day

The regular work day shall be seven and one-quarter (7 ¼) hours per day inclusive of a paid one-half (1/2) hour lunch period. The starting and ending times may be adjusted by mutual agreement between the building principal and nurse to best accommodate the school need.

Nurses will be released twenty-five (25) minutes after students are released, without loss of pay, on the following days: a) the day before Thanksgiving; b) early dismissal days or delayed openings due to inclement weather; and c) all other days on which teachers are released early. (On days on which students are dismissed early but teachers remain at work, nurses will remain at work as well).

Notwithstanding the foregoing, the Administration will have the right to require employees to attend up to five (5) nursing staff meetings per year beyond the regular work day, for up to one hour each. The Administration will make reasonable efforts to schedule some of such meetings during the regular work day, with the understanding that the Administration will have the right to make the final determination as to whether the meetings will be scheduled within or beyond the regular work day. Registered Nurses will not receive additional compensation, above their salaries, for such time. Licensed Practical Nurses shall be paid at their regular hourly rates for the time spent in attending such meetings, subject to all applicable statutory provisions regarding overtime compensation. All reasonable efforts shall be made to schedule Nursing Staff meetings on early dismissal days and/or teacher conference days.

Any nurses attending field trips that extend beyond the regular work/school hours shall be paid at the per diem hourly rate for those additional hours.

Section 6.2 – Callback

With the authorization of the Superintendent or designee, any employee called back to work after his/her regular working day, shall be paid no less than a minimum of two (2) hours at time and one-half (1 ½). If the call back is between the hours of midnight and six a.m., the employee shall receive a minimum of four (4) hours pay at time and one-half (1 ½). This article shall cover any health emergencies or outbreaks or similar situations which would require nursing coverage at night or on a weekend.

ARTICLE VII

INSURANCE AND PENSION

Section 7.0

- A. The Board shall provide the following insurance coverage (Section 7.1 below), for all employees regularly scheduled to work at least thirty (30) hours per week. Other carriers may be substituted provided the benefits are equivalent as provided through the current Board self-insurance plan.

- B. During the 2017-18, 2018-19 and 2019-20 contract years, all employees will contribute the following premium contributions toward the costs for the insurance coverage in which they are enrolled:

Effective upon execution of the 2017-20 contract:	14.5%
Effective July 1, 2018:	13.5%
Effective July 1, 2019:	14.5%

If an employee and the employee's enrolled spouse and dependents (if applicable) each complete one preventive physical examination during calendar year 2018, the employee will pay the discounted premium contribution set forth below for the costs of health insurance, dental insurance and life insurance as set forth in this article, effective July 1, 2019. If an employee and the employee's enrolled spouse and dependents (if applicable) do not each complete one preventive physical examination during calendar year 2018, the employee will pay the non-discounted premium contribution set forth below for the costs of such insurance coverage, effective July 1, 2019.

	Discounted Contribution	Non-discounted Contribution
Effective July 1, 2019	14.5%	17.5%

The wellness incentive set forth above shall apply to all employees who are employed by the Board as of January 1, 2018. Any employee hired after January 1, 2018 will pay the applicable discounted premium contribution percentage.

Section 7.1

The Board shall provide the following insurance coverage:

- A. During the life of the contract, the Board will offer the following High Deductible/HSA plan ("HSA plan") as the sole plan. The HSA plan will include the following elements:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family) (Note: preventive care not subject to deductible)	\$2000/4000	
Co-insurance	N/A	20% after deductible
Cost Share Maximum (Individual/Aggregate Family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	\$1,000,000

Following exhaustion of the applicable deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40.

The Board will fund fifty percent (50%) of the applicable HSA deductible amount. The Board's HSA contributions shall also be pro-rated for employee hired into the bargaining unit during the contract year, based on the number of months remaining in the contract year. One-half of the Board's contribution toward the deductible will be deposited into the HSA accounts in September and the remaining one-half will be deposited into the HSA accounts in March. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed individuals. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

A Health Reimbursement Account ("HRA") shall be made available for any employee who is precluded from participating in a Health Savings Account ("HSA") because the employee receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for employees participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HSA.

B. Life and Disability Insurance:

1. Individual Employee Life Insurance of thirty thousand (\$30,000) dollars (group term).
2. The Board of Education will make long term disability coverage available to bargaining unit employees who wish to purchase the coverage at their own expense.

C. Full service Blue Cross Dental Plan with Rider A for employee and dependents.

D. Employees covered by the Agreement who retire during the terms of this Agreement and receive pension benefits under the Connecticut Municipal Retirement Plan B may participate, at their own expense, in any existing health benefits in which they are participating at the time of their retirement, with the following stipulation: such participation is limited through age sixty-five (65) as provided by law.

E. Retirement. Connecticut Municipal Retirement Plan B, with a contribution as determined by the Connecticut Municipal Retirement Commission.

F. Notwithstanding the above, employees may voluntarily elect to waive in writing all health insurance coverages outlined above, and in lieu thereof, shall receive an annual payment of One Thousand (\$1,000) Dollars. Payment to those employees waiving such coverage shall be made in one-lump sum payment during the month of December.

Where a change in an employee's status prompts the employee to resume Board-provided insurance coverage, the written waiver may, on written notice to the Board of Education, be revoked. Upon receipt of revocation of the waiver, insurance coverage

shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be between the employee and the Board to insure that the employee has been compensated, but not overcompensated, for any waiver elected under Section F. This annual payment shall not apply to any employee who on or after December 1, 2017 voluntarily elects to waive in writing all health insurance coverages.

- G. Notice of intention to waive insurance coverage must be sent to the Director of Business and Finance no later than June 15 of the school year. If the Business Office receives no notice of waiver, the employee will resume Board-provided insurance coverage.
- H. The Board shall maintain an Internal Revenue Code 125 Salary Reduction Agreement which is designed to permit exclusion from taxable income of the employee's share of health insurance premiums.
- I. Excise Tax: If the Board determines that the total cost of a group health plan offered under this contract may trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Association will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employee Relations Act (MERA). Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage including but not limited to, proposals designed to: modify the plan so as to reduce the cost of the plan below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the costs of health insurance coverage, and/or allocate the responsibility for increased costs associated with the imposition of the excise tax.
- J. The Employer shall notify the Union by August 15th of each contract year, the following current and new fiscal year information:
 - Total cost of insurance plan for individual, one + one, and family;
 - Total cost of the Employee's co-share premium amount;
 - Total new costs for the Employee's costs, per paycheck.

ARTICLE VIII

HOLIDAYS

Section 8.1

Nurses will be paid for each day worked at their normal rate plus the following eleven (11) paid holidays:

New Year's Day	Memorial Day	Thanksgiving
Martin Luther King Day	Labor Day	Day After Thanksgiving
Presidents' Day	Columbus Day	Christmas Day
Good Friday	Veterans' Day	

Section 8.2

If a holiday falls while an employee is on sick leave, he/she shall be paid for the holiday and no deduction shall be made for sick leave.

ARTICLE IX

SICK LEAVE

Section 9.0

Sick leave may be used for personal illness, doctor's appointments, injury or other incapacity or quarantine. Employees may use up to four (4) days of their accrued sick leave per year, on a non-cumulative basis, for the care of an employee's spouse, parents or children.

Section 9.1

Nurses will be entitled to thirteen (13) paid sick leave days each school year. Unused sick leave days may accumulate from year to year up to a maximum of one hundred twenty (120) days.

Section 9.2

In the event that an employee uses all his/her sick leave time, he/she shall not be paid for that day.

Section 9.3

Upon retirement or death, employees or their estates shall be paid for accumulated unused sick leave days up to a maximum of twenty-five (25%) percent of such accumulated unused sick

leave at their daily rate of pay at the time of their retirement or death. This section shall apply only to employees who have completed at least fifteen (15) continuous years of employment with the Board as of the date of their retirement or death.

Section 9.4

All employees absent because of an illness due to a childhood communicable disease that is definitely traceable to contact made in school, will not have the absence charged against the employee's sick leave.

Section 9.5

The number of sick days that an employee has will be recorded on each paycheck.

ARTICLE X **LEAVE OF ABSENCE**

Section 10.0

Up to a maximum of three (3) days leave of absence in any one (1) year with pay for any of the following stipulations, will be granted subject to application by the employee, in writing to the Personnel Office through the immediate supervisor no later than five (5) school days before the requested absence (except in the case of emergencies) and written approval from the Personnel Office.

1. Illness in the immediate family. Immediate family is defined as including a parent, husband or wife, a son or daughter, a brother or sister.
2. In the case of an emergency illness in the immediate family as defined in paragraph 1 above for the purpose of making arrangements for necessary medical and nursing care.
3. For attendance at graduation ceremonies (high school, college or military) of self, spouse, son or daughter.
4. For attendance at the funeral services of a person whose relationship to the employee warrants such attendance.
5. For participation in wedding ceremonies.
6. For birth of a child to spouse or time necessary to complete adoption procedures.
7. Moving one's domicile.

8. For legal affairs which cannot be handled normally outside school hours.
9. For warranted travel time for leaves under this Article.
10. For personal or emergency matters which cannot be handled normally outside school hours.

Section 10.1

Days for performance of mandatory religious obligations will be granted as personal days with pay when they occur on scheduled school days.

Section 10.2

Up to a maximum of three (3) days, including the day of the funeral, will be granted, with pay, for each occurrence of death of a parent, spouse, child, brother, sister, grandchild, mother-in-law or father-in-law.

Section 10.3

Up to a maximum of two (2) days including the day of the funeral, will be granted, with pay, for each occurrence of death of a grandparent, brother-in-law, sister-in-law, aunt or uncle.

Section 10.4

Personnel covered by this Agreement who are called to jury duty shall be granted the difference between jury duty pay and their regular salary and such jury duty pay is not to be chargeable against allotted sick leave or leave of absence.

Section 10.5

Court appearance when subpoenaed as a witness, or when requested to appear by the Board of Education as a witness in a case connected with the employee's employment, will not be chargeable against allotted sick leave or leave of absence.

Section 10.6

Two (2) bargaining unit members shall be allowed such time as required for negotiations, without loss of pay for negotiation sessions scheduled during the employee's normal work day.

Section 10.7

- A. In the event that an employee receives Workers' Compensation, the difference between his/her regular pay and such compensation shall be paid by the Board for a period of up to one (1) year from the date of injury.
- B. Any employee who is on military duty shall receive full pay, minus military pay, while on such duty. This section shall not apply in the event an employee is called by the draft or enlists for an extended period.
- C. Two (2) Union officers shall be entitled to two (2) days annually at their own expense, without pay, to attend Union conventions or other affairs of the Union, as the Union may designate. The Union shall notify the Board of who will attend one (1) week before the event.

Section 10.8

An unpaid leave of absence of up to one (1) year for medical, educational (to become a full-time student) childrearing or adoption, or emergency reasons may be granted to a full time employee pending recommendations by the Superintendent and approval by the Board of Education. Seniority shall not accrue while the employee is on said unpaid leave but shall be bridged upon returning to a paid status. Insurance benefits will continue during said leave providing the employee pays the monthly group rate cost. Upon completion of said leave, the employee shall be returned to his/her former position or its equivalent, unless the employee is laid off in accordance with Article IV, Seniority, Layoff and Recall. The employee's replacement during the leave of absence will be employed on a temporary basis.

Section 10.9

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.

ARTICLE XI **WAGES**

Section 11.0

All wage rates effective during the term of this Agreement shall be reduced to writing by classification and attached to the Agreement as Appendix A.

Section 11.1

Each employee will advance to the next incremental step on July 1st of each year. New hires must complete the eighty (80) work day probationary period on or prior to July 1st in order to advance to the next incremental step.

Section 11.2

Any employee working in a higher classification for a minimum of three (3) consecutive days shall be paid his/her appropriate step on the salary schedule for that higher classification, retroactive from the first day of his/her work in that classification. An employee shall be considered working in a higher classification only when he/she is asked to substitute for the higher classified employee who is absent from work.

Section 11.3

Nurses shall be allowed to receive their wages in either twenty-two (22) equal payments or twenty-one (21) equal payments plus one (1) balloon check. All employees shall be paid by direct deposit.

Section 11.4

Each full time employee working twenty (20) hours or more per week shall receive an annual lump sum longevity payment on his/her anniversary date according to the following schedule:

Nine (9) through fourteen (14) years	\$100
Fifteen (15) through eighteen (18) years	\$200
Nineteen (19) years and thereafter	\$250

Section 11.5

Effective July 1, 2018, employees shall receive a \$100 uniform allowance per year. The allowance shall be prorated for employees hired after the start of the school year. Said allowance shall be paid in the first paycheck each January.

ARTICLE XII **GRIEVANCE PROCEDURE**

Section 12.0

For the purpose of this Agreement, the term grievance means any dispute between the Board and the Union or between the Board and the employees concerning the effect, interpretation, application, claim of breach or violation of the terms of this Agreement.

A grievance shall be waived if the employee does not file a written grievance within thirty (30) working days after the employee knew, or should have known, of the act or condition upon which the grievance is based.

Any such grievance shall be settled in accordance with the following grievance procedure:

Section 12.1

Level One - Principal or Immediate Supervisor

An employee with a grievance or dispute shall submit the grievance in writing to his/her immediate supervisor or principal.

Section 12.2

Level Two - Director of Business and Finance

1. In the event that such aggrieved person is not satisfied with the disposition of the grievance at Level One, or in the event that no decision has been rendered within five (5) working days after presentation of the grievance, the written grievance may be filed with the Director of Business and Finance or his/her designee.
2. The Director of Business and Finance or designee shall represent the administration at this level of the grievance procedure. Within ten (10) working days after receipt of the written grievance by the Director of Business and Finance, he/she shall meet with the aggrieved person and his/her representative in an effort to reach a solution. The Director of Business and Finance shall render his/her written decision within fifteen (15) working days.

Section 12.3

Level Three - Board of Education

If the aggrieved member is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within fifteen (15) working days after he/she first met with the Director of Business and Finance or his/her designee, he/she may file the written grievance with the Board. Within fifteen (15) working days after receiving the written grievance, the Board or a committee of the Board shall meet with the aggrieved member for the purpose of resolving the grievance. The Board or committee of the Board, as applicable, shall render a decision within ten (10) working days of the meeting. If the Board or committee of the Board does not respond at that time, the union may proceed to the next level of the procedure.

Section 12.4

Level Four - Arbitration

1. If the union is not satisfied with the decision of the Board at Level Three, an intention to submit the grievance to arbitration must be submitted to the Board within ten (10) days after the decision has been rendered.
2. The Board shall have the option to select either the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association to hear the grievance. If the Board wishes to select the American Arbitration Association to hear the grievance, it shall so notify the Union, in writing, within ten (10) working days of receipt of the Union's written notice of intent to proceed to arbitration. In the event that the Board does not so notify the Union within such time period, the Board shall thereby waive its right to select the American Arbitration Association to hear the grievance. Not later than ten (10) days after receipt of notice from the Board designating its selection of an arbitration agency, or, in the event no such notice is received, within ten (10) working days after the period for providing such notice has expired, the Union shall file for arbitration with the appropriate arbitration agency, with a copy to the Superintendent of Schools or his/her designee.

If the grievance is processed through the State Board of Mediation and Arbitration, the parties shall share the arbitration filing fee equally. In the event that a grievance is processed to arbitration through the American Arbitration Association, the Board shall pay the full costs of the filing fees and the arbitrator's per diem fees.

3. The arbitrator so selected shall confer with representatives of the Board and the Union and hold hearings promptly and shall issue his/her decision in accordance with the rules of the American Arbitration Association or State Board of Mediation and Arbitration, as applicable. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

Section 12.5

Nothing herein shall be construed as prohibiting an aggrieved party from handling his/her own grievance up through Level Three of the grievance procedure if he/she so desires, but no Agreement shall be made that is contrary to any of the terms of this Agreement.

Section 12.6

If a grievance affects all or part of the bargaining unit, the Union shall submit such grievance in writing to the Director of Business and Finance directly, and the processing of such grievances shall be commenced at Level Two.

Section 12.7

Decisions rendered at Levels One, Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons thereof, and shall promptly be transmitted to all parties in interest and to the Union President.

Section 12.8

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Section 12.9

Forms for filing grievances shall be prepared by the Union and the Board.

Section 12.10

Extensions of time at Levels One, Two, Three and Four may, by mutual consent, be granted upon request by either the Board or the Union.

ARTICLE XIII
DISCIPLINE AND DISCHARGE

Section 13.0

- A. The discipline or discharge of any employee will be for cause only. A verbal, then a written warning shall be given to the employee prior to more severe disciplinary action or discharge except in cases of serious misconduct.
- B. Any employee to be disciplined or discharged shall be told prior to such action and allowed ample time to request the presence of a Union representative.
- C. Any disciplinary action taken against the employee that results in the loss of income shall be reduced to writing at the discretion of management of which a copy shall be given to the employee and the Union President. It is understood that the Board and the Union must maintain the confidentiality of the employee subject to the Freedom of Information Act.

ARTICLE XIV
MISCELLANEOUS

Section 14.0

The Board shall provide each employee with a copy of the agreement within thirty (30) days of signing. New employees will be provided with a copy at the time of hire.

Section 14.1

The Board shall provide the Council #4 representative with three (3) original signed copies of the Agreement at the time of signing.

Section 14.2

The representative of the Union shall have access to the premises of the Board during working hours to discuss issues that may arise.

Section 14.3

Throughout the Agreement where references are made to male and female gender, it will also apply to both.

Section 14.4

Employees desiring to review their personnel file will be permitted to do so, upon one (1) day notification.

Section 14.5

Employees shall be reimbursed at the applicable I.R.S. mileage rate for all authorized travel required in the course of the employee's duties as authorized by the immediate supervisor. Reimbursement will be based on approved "Travel Reimbursement Forms" submitted on a monthly basis.

Section 14.6

Under normal circumstances, employees who are going to retire will give the Board thirty (30) days notice.

ARTICLE XV
SCOPE OF THE AGREEMENT

Section 15.0

It is understood that all employees covered by this Agreement shall continue to serve under the direction of the Superintendent of Schools, in accordance with the Board of Education Policies and Administrative rules and regulations, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provision.

ARTICLE XVI
SAVINGS CLAUSE

Section 16.0

In the event that any of the provisions of the Agreement are ruled invalid by an authority of established legal jurisdiction, the balance and remainder of the Agreement shall remain in full force and effect.

ARTICLE XVII
MANAGEMENT RIGHTS

Section 17.0

- A. Subject to the provisions of this Agreement, the Board reserves and retains all rights, authority and discretion, in the proper discharge of its duties and responsibilities, to control, supervise and manage the schools and its staff. Subject to the provisions of this Agreement the Board has and will continue to retain, whether exercised or not the sole and unquestioned right, responsibility and prerogative, not subject to review, to direct the operation of the school system in all its aspects, including but not limited to the following: to determine educational policy and maintain such educational activities as in its judgment will best serve the interests of the students; to decide the need for Board facilities; to determine the care, maintenance and operation of buildings, lands and other property used for Board purposes; to determine the equipment to be used; to prepare budgets and, in its sole discretion, expend monies appropriated by the legislature or derived from other sources for the operation of the schools; and to establish, change and enforce reasonable rules, regulations and policies concerning, among other things, conditions of employment not in conflict with this Agreement.
- B. Such rights and powers shall not be used to circumvent or supersede this Agreement. It is recognized by the parties that all matters pertinent to wages, hours and other conditions of employment are negotiable under the terms of the Municipal Employees

Relations Act and such rights are neither waived nor diminished by the foregoing language which shall be subject to all the terms of this Agreement.

ARTICLE XVIII
DURATION


Section 18.0

This Agreement shall be effective as of July 1, 2017, and shall remain in effect for three (3) years, through June 30, 2020. This Agreement shall be automatically renewed for each successive year unless either party notifies the other in writing that it desires to negotiate any changes in the Agreement in accordance with the Municipal Employee Relations Act.

SOUTHINGTON BOARD OF EDUCATION

LOCAL 1303 OF COUNCIL #4
AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES,
AFL-CIO

Signed:




Brian S. Goralski, Chairman
Southington Board of Education

Date:

5-3-2018

Signed:

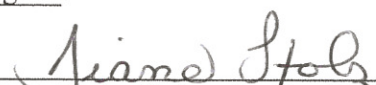


Lisa Meccariello, Union Co-President

Date

4-30-18

Signed:

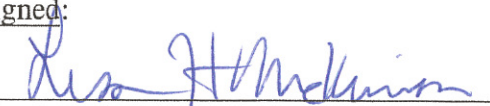


Diane Stolz, Union Co-President

Date

4-30-18

Signed:



Lisa McKinnon, Staff Representative

Date

5/4/2018

APPENDIX A (WAGES)

	Effective and Retroactive to July 1, 2017 (2.5% GWI)	Effective July 1, 2018 (0.0% GWI)	Effective July 1, 2019 (2.5% GWI)
LPN			
Step 1	\$24.21	\$24.21	\$24.82
Step 2	\$24.35	\$24.35	\$24.96
Step 3	\$26.11	\$26.11	\$26.76
Step 4	\$27.79	\$27.79	\$28.48
RN			
Step 1	\$45,461	\$45,461	\$46,598
Step 2	\$47,678	\$47,678	\$48,870
Step 3	\$50,066	\$50,066	\$51,318
Step 4	\$53,028	\$53,028	\$54,354

Step advancement shall be governed by Section 11.1 of the contract.

Note: The salary rates for Registered Nurses set forth above take into account a 195 day work year.

School Nursing Supervisor (Annual Differential):

2017-20	\$1,537.50
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Section 1.2

Registered Nurse – Appropriate certification or license.

Section 1.3

Licensed Practical Nurse – Appropriate certification or license.

Section 1.4

Should certification for Southington Nurses' become mandatory by the Southington Board of Education at some future date, it will not affect nurses employed prior to that date, provided this does not conflict with State Statutes and Regulations.

Section 1.5

Bachelor's Degree differential: \$600 per year.

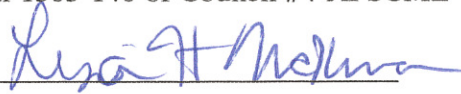
MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Southington Board of Education (hereinafter the "BOARD") and the Southington Nurses, Local 1303-140 of Council #4, AFSCME (hereinafter the "Union"), both of which are sometimes hereinafter referred to as "the parties."

1. At the start of each fiscal year, the Board shall provide the union with the per diem and hourly rates for all Registered Nurses (RN).

SOUTHINGTON BOARD OF EDUCATION

Local 1303-140 of Council #4 AFSCME



Date 5-3-2018

Date 5/4/2018