

# COLLECTIVE BARGAINING AGREEMENT

between

THE WESTPORT BOARD OF EDUCATION

and

LOCAL 1303, CHAPTER 153 OF COUNCIL #4  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO

July 1, 2016- June 30, 2019

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THIS AGREEMENT entered into by and between the Westport Board Of Education, its successors and assigns (hereinafter referred to as "Employer") and Local 1303 Chapter 153 of Council #4, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

## ARTICLE I INTENT

Section 1. It is the intention of the Agreement to set forth terms and conditions of employment of the employers covered by this Agreement and to promote and assure a harmonious relationship between the Employer and such of its employees who are covered by the provisions of this contract in order that more effective and progressive health services may be rendered.

Section 2. The parties recognize the importance of providing safe and adequate health services.

## ARTICLE II RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative for purposes of collective bargaining with respect to rates of pay, hours and other conditions of employment of all Registered Professional Nurses and Health Assistants employed by the Employer (collectively "Employees") excluding, however, the Supervisor of Health Services, and all other Supervisors as defined by statute, as well as probationary, seasonal, temporary employees and part-time employees working on a regular schedule of less than twenty (20) hours per week.

Section 2. A School Nurse (hereinafter referred to as "Nurse") covered hereby shall mean a nurse who has been licensed as a Registered Nurse (RN) or Advanced Practice Nurse (APRN) and who maintains a current license to practice Registered Nursing or Advanced Practice Registered Nursing in the State of Connecticut and meets qualification requirements of the Westport Board of Education. A Nurse's function may encompass school nursing services or other preventive health services, including but not limited to clinical, educational, collaborative, program management and professional performance responsibilities.

Section 3. A Health Assistant shall mean a member of the health services team who supports the School Nurses and Supervisor of Health Services in performing, among other things, clerical duties, intake/triage and first aid.

### ARTICLE III UNION SECURITY

Section 1. The Employer agrees to deduct from each employee who has signed an authorized payroll deduction card a sum certified by the secretary or other authorized official of the Union, as Union dues. Deduction will be made from the payroll periodically as agreed by the Union and the Employer and shall be delivered to the person and place designated by an authorized official of Local 1303.

Section 2. All employees covered by this Agreement shall either become and remain members in the Union for the duration of this Agreement or pay a monthly service fee established by the Union for non-members.

Section 3. The Union agrees to hold the Employer harmless from and against any claim, loss, damages or expense arising from the application or enforcement of the provisions of this Article.

Section 4. The Board shall provide the Union with a list of all the employees covered by the Agreement on or about October 1 of each year of this Agreement. This list shall include date of hire and current wage rate or salary, step, and insurance status. The Board may meet its notification requirements to the Union (President/Council 4) by electronic mail. This provision applies throughout all Articles of the Collective Bargaining Agreement.

### ARTICLE IV HOURS OF WORK

Section 1. A full time Nurse shall normally work a seven (7) hour day five days per week which shall include a total of forty-five (45) minutes before/after the student day.

The normal work day of a Health Assistant shall consist of between four (4) and seven (7) hours per day as individually scheduled.

In accordance with current practice, all employees shall have a one-half (1/2) hour unpaid lunch period.

The work year for Nurses shall consist of one hundred eighty-eight (188) days, including all student days on the school calendar and such additional days as may be scheduled by the Superintendent or his/her designee. Additional days may reasonably be added to the work year in exigent circumstances (i.e. meeting state or federal mandates).

The work year for Health Assistants shall consist of one hundred eighty-five (185) days (with three days before the start of the student school year), including all student days on the school calendar and such additional days as may be scheduled by the Superintendent

or his/her designee. Additional days may reasonably be added to the work year in exigent circumstances (i.e. meeting state or federal mandates).

The work year of each nurse and/or health assistant may also be extended for up to five (5) days per year as specified by the Supervisor of Health Services and as authorized by the Director of School Business Operations in consultation with the Director of Pupil Services. Any work performed pursuant to this provision of the Agreement shall be compensated at the applicable per diem rate for each nurse and/or health assistant. Qualified volunteers for such assignments will be sought.

An employee's scheduled hours will not be increased or decreased during the school year without at least two (2) weeks' notice, except in exigent circumstances. The Employer will make a good faith attempt to give reasonable notice of any change in starting and ending times.

Section 2. Employees do not work any school vacation period, nor shall they be paid for such periods. Employees shall be paid for a normal day's work for any workday which is shortened as a result of an unscheduled early school closing or delayed openings provided that all appropriate duties are completed prior to leaving the premises. Employees will continue to be paid for a normal day's work on any scheduled shortened workday (e.g., short day before holiday) provided that all appropriate duties are completed prior to leaving the premises.

Section 3. A Health Assistant who works in excess of her regularly scheduled workday or work week shall be paid for all such work up to forty (40) hours per week at her regular hourly rate. Hours worked in excess of forty (40) in any work week or on Saturday, Sunday or Board of Education holiday will be compensated at time and one-half the Health Assistant's regular hourly rate of pay.

Nurses shall be considered salaried, professional employees. Therefore, Nurses may work beyond the standard work day without additional compensation where reasonably required to fulfill their nursing responsibilities.

## ARTICLE V SALARIES

Section 1. During the life of this Agreement, the hourly rates for Health Assistants and the annual salaries for Nurses shall be as set forth in Appendix A attached hereto.

Section 2. During the life of this Agreement, each Nurse on the approval of the Superintendent or his/her designee shall advance one step on the salary scale annually. Step and wage increases are retroactive to July 1, 2016. Credit for previous experience and education, at the discretion of the Superintendent or his/her designee, may be granted newly-hired School Nurses not to exceed four (4) steps.

Section 3. During the life of this agreement, from July 1, 2016 and ending June 30, 2019 Health Assistants will advance a step on the salary scale annually. The General Wage increase for the Health Assistants is retroactive to July 1, 2016.

Section 4. Each employee shall be paid every two (2) weeks by direct deposit. Employees will have a choice of receiving either 21 or 24 paychecks.

Section 5. The Team leader position may be filled at the sole discretion of the Board. The Union will be notified in writing in the event that the Board decides to fill the Team leader position.

Section 6. Nurses who obtain national certification shall be awarded an annual stipend of \$1,600. The stipend amount shall be prorated for any partial year of such national certification. The Nurse obtaining national certification must be a full time nurse to be eligible for the stipend unless the Supervisor of Health Services in his/her sole discretion approves eligibility for the stipend.

## ARTICLE VI SICK LEAVE

Section 1. Each employee shall be entitled to accumulate sick leave with pay to a maximum of one hundred fifty (150) days at the rate of fifteen (15) days per year from the date of employment. This leave may be used for sick purposes only. The Board shall annually notify, through payroll stub or otherwise, each employee of his accrued but unused sick days. The Board currently provides such notification to employees through an automated system (currently, AESOP), and employees are expected to check their available leave through such automated system by approximately October 31 of each school year to ensure the accuracy of this information. Each employee shall have until November 30 of each applicable school year to challenge the same, after which time such notification shall be binding. Each employee on sick leave pursuant to this Section shall receive his/her regular salary or rate of pay, as applicable, during sick leave. Paid sick leave for eligible employees including probationary employees will comport with the state and federal statutes which includes the state paid sick leave law.

Section 2. In the event any employee requires additional sick leave after the expiration of her individual accumulation of sick leave days, then such employee shall be granted additional sick leave as follows:

4 to 5 years of service	8 days
6 to 10 years of service	16 days
Over 10 years of service	24 days

During this additional sick leave period, such employee shall be paid the difference between her per diem rate and the per diem rate for the substitute.

Each employee will be entitled to the applicable total of additional days only once during her employment by the Board.

## ARTICLE VII LEAVES OF ABSENCE

### Section 1. Bereavement Leave.

- A. Employees may be granted bereavement leave not to exceed three (3) days without loss of pay commencing with the day after death of the member of the immediate family. Immediate family for purposes of this Article shall include employee's spouse, parent, grandparent, child, grandchild, stepchild, aunt, uncle, brother, sister and the mother or father of the employee's spouse.
- B. In the event of death of a relative other than as herein defined, an employee may be granted a bereavement leave of absence of one (1) day without loss of pay to attend the funeral.
- C. The Superintendent or his/her designee will have the sole discretion to grant additional bereavement leave not to exceed two (2) days without loss of pay beyond the aforesaid three (3) days in case of death in the immediate family which the Superintendent or his/her designee considers to present extreme circumstances. Such circumstances may include, but shall not be limited to, distance or religious practice.

### Section 2. Family Illness.

Absence for a critical illness in the immediate family as defined herein shall be permitted on an individual basis at the discretion of the Superintendent or his/her designee. Pay for such an absence shall not exceed five (5) days per school year. Critical illness means such illness which the attending physician considers sufficiently serious to require the employee's presence at the bedside.

### Section 3. Leave without Pay.

Requests for leave of absence without pay, other than for reasons stated above, shall be considered on an individual basis by the Superintendent or his/her designee. At the end of such a leave of absence for one (1) school year or less, the employee shall be reinstated to a position in the same classification at the same rate of pay as prior to the leave, provided that s/he gives written notice of her intention to return at least thirty (30) days prior to expiration of the leave, or other mutually satisfactory arrangements. Seniority shall continue to accrue during the first sixty (60) days of such a leave of

absence; however, if the leave exceeds more than sixty (60) days, seniority shall be frozen as of the end of the first sixty (60) days of such leave.

Section 4. Maternity Leave and Child Rearing.

An employee who becomes pregnant shall, upon request, be granted a reasonable leave of absence for disability resulting from such pregnancy subject to applicable law and regulations, including but not limited to the Federal Family and Medical Leave Act. Each employee who is disabled as a result of pregnancy shall, upon request, receive for the duration of the pregnancy disability all compensation to which she is entitled as a result of accumulated sick leave benefits accrued pursuant to this Contract. Child rearing leave shall be provided in accordance with applicable law as may be enacted by Congress or the General Assembly.

Section 5. Military Duty.

An employee who is a member of the Reserve Corps of the Armed Forces of the United States shall be entitled to a leave of absence for Reserve Corps field training as provided by Section 7-461, Chapter 113 of the Connecticut Statutes and/or federal law.

Section 6. Personal Leave.

- A. In addition to the above-mentioned leave, members of the unit may use two (2) additional days for pressing matters.
  - 1. Personal leave taken after May 15th shall be with the prior approval and permission of the Assistant Superintendent for Pupil Services, Personnel and Special Education, and such approval shall not be unreasonably withheld.
  - 2. The leave request will be submitted to the Supervisor of Health Services in writing and in advance.
  - 3. These days will be noncumulative and, except with the approval of the Superintendent or his/her designee, cannot fall on the day immediately preceding or following a school holiday or vacation.
  - 4. Personal leave is defined as involving family, schooling or legal problems or appointments. Personal days may only be used for pressing personal business which requires the presence of the employee and which may not be conducted with reasonable convenience outside the school day or year. For example, personal days may be used for legal appointments, children's wedding, and other pressing personal business. Each application for a personal

day will be accompanied by a completed Request for Leave Form. Each application for personal leave shall be submitted to the principal or immediate supervisor describing the need in general terms (e.g., house closing, emergency repair, family problem other than illness) to demonstrate compliance with the above. The principal or supervisor may require additional explanation, provided all information shall be kept confidential. Personal days may not be granted on the days immediately before or after school holidays or vacations except in the absolute discretion of the Superintendent or his/her designee.

B. If additional time is needed beyond these two days:

1. the request must be reviewed and approved by the Superintendent, or his/her designee;
2. substitute pay will be deducted from the employee's salary;
3. prior permission on the appropriate form is necessary; and
4. the reason for the leave and the date of absence must be clearly indicated.

#### Section 7. Jury Duty.

Leave for jury duty (duty for which the employee has not volunteered) shall be granted without loss of pay except that any remuneration received by the employee for such jury duty shall be deducted from his/her pay so that in no event can the total amount exceed a regular day's pay. The employee serving jury duty must provide the Board with written documentation that such duty was served. The Board reserves the right to request the employee be excused from jury duty.

### ARTICLE VIII PROBATIONARY PERIOD

Section 1. All newly hired employees shall serve a probationary period of six (6) months during which period such probationary employees shall be eligible for any benefits under this Agreement. Thereafter, seniority accrual shall be computed retroactively as of the date of employment. Probationary employees may be terminated by the Employer at its discretion and such termination shall not be subject to grievance or arbitration.

Section 2. The Employer agrees to notify the Union in writing of the name and address of each newly hired employee who may be subject to the terms of this Agreement. In

this Section and throughout this Agreement, the Board may satisfy notification requirements through electronic mail to the President of the Union.

Section 3. The Employer agrees that a signed copy of this Agreement shall be available at the office of the Board of Education or electronically on the website of the Board.

## ARTICLE IX EVALUATION

Section 1. Performance evaluations shall be conducted by the Employer on an annual basis. When so performed, such evaluation shall be reviewed by the Supervisor of Health Services with the employee, and the employee shall have the opportunity to include any written comments in her/his file.

## ARTICLE X HEALTH BENEFITS, LIFE INSURANCE AND PENSION

Section 1. Physical Examination.

- A. All new employees employed by the Westport Board of Education must present to the school physician an acceptable health statement from a licensed medical physician that the employee is free from communicable tuberculosis as evidenced by the PPD Test. If the employee's PPD Test is positive or if the employee has a history of irregular reactions to the PPD Test as attested by a statement from a medical physician, then in either case, the employee shall take an appropriate x-ray. The cost of this x-ray shall be paid by the Board of Education.

Employees returning to regular employment after leaves of absence for periods of one (1) year or more must present a statement from a licensed medical physician that the employee is free from communicable tuberculosis as evidenced by the PPD Test. If the employee's PPD Test is positive or if the employee has a history of irregular reactions to the PPD Test as attested by a statement from a medical physician, then in either case, the employee shall take an appropriate x-ray. The cost of this x-ray shall be paid by the Board of Education.

Explanatory Note: Employees are required to obtain the PPD Test within thirty (30) days of being employed or returning to employment. The test would thus be covered by the Board's health insurance plan for any new or returning employee who is enrolled in the Board's health plan.

- B. In accordance with the Americans with Disabilities Act, the Board reserves the right to require a physical examination of employees at its expense to assure that prospective employees and current employees are capable of performing the essential duties of their assigned position.

## Section 2. Medical and Dental Benefits.

A program of benefits shall be provided on a contributory basis to each eligible employee and their eligible dependents. Health benefits shall be in the form of a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). The deductible for such HDHP shall be \$2,000 for individuals and \$4,000 for families. The Board will contribute 50% of the deductible for active employees participating in the HDHP. Any employee ineligible for the HDHP may participate in a Health Reimbursement Arrangement (HRA) with the same terms as the HDHP. Board funding to the HRA shall include a rollover feature allowing any unused HRA deductible funds to be rolled over up to the amount legally allowed.

Subject to applicable law, it is understood and agreed that an employee who leaves the employ of the Board of Education will have the HSA continue as their account, and the HRA reverts to the Board.

Dental benefits shall reimburse preventive expenses at 100% co-insurance, with a \$50.00 deductible (\$150 family maximum) for general services, and with an 80% co-insurance (50% co-insurance for major services). This benefit is subject to a \$2,500 calendar year maximum per covered individual.

## Section 3. Contributions to Medical and Dental Insurance.

The Board shall pay for dependent coverage only if the employee does not have such coverage through another source subject to applicable law. Coverage of dependents is subject to the rules, regulations and other requirements of the applicable insurance carrier. The Board's contribution for dependent coverage for employees working less than full-time shall be on a pro rata basis subject to applicable law.

Unit members shall be provided with the same dental plan available to the other non-certified employees at the premium contribution rates set forth above.

The Board will contribute toward the HDHP deductible by deposition these amounts as follows:

25% of the Board's share of the HDHP deductible at the beginning of each quarter.

There will be no cost for preventative care. Once the HDHP deductible is met, benefits will be covered at 100% for in-network. Out-of-network services will be subject

to an 80%/20% co-insurance after the deductible is met with an out-of-pocket maximum of \$4,000/\$8,000 (including satisfying the deductible). The out-of-pocket maximum will be cross accumulative between in-network, out-of-network and prescription drug cost. The premium contribution is set forth in Article X, Section 3 below.

Prescription benefits under the HDHP shall be provided through a prescription benefits manager (PBM), designated by the Board through a formulary established by the Board. Co-payments under the formulary plan will apply after the deductible is met up to an additional out-of-pocket maximum of \$1,000/\$2,000. The co-payments shall be \$10.00 for generic, \$30.00 for preferred brand, and \$45.00 for non-preferred brand, with mail order of two and one-half (2.5) times these retail co-payments for a ninety day supply. A participant shall pay the difference between the brand name drug cost and the generic drug cost when a generic is available and the individual elects to take the brand name drug without a physician's specification, "Dispense As Written" ("DAW") provided for medical reasons. A summary of the benefits of these plans shall be set forth for informational purposes in Appendices B and C, provided that the actual benefit shall be determined in accordance with the insurance contract(s)."

Effective July 1, 2016, the employee shall pay 18% of the cost of individual or dependent medical and dental insurance coverage. The Board will pay 82% of the cost of individual or dependent medical and dental coverage.

Effective July 1, 2017, the employee shall pay 19% of the cost of individual or dependent medical and dental insurance coverage. The Board will pay 81% of the cost of individual or dependent medical and dental coverage.

Effective July 1, 2018, the employee shall pay 20% of the cost of individual or dependent medical and dental insurance coverage. The Board will pay 80% of the cost of individual or dependent medical and dental coverage.

Contributions will be based upon the cost of coverage elected by the employee, i.e. individual, individual plus one, family (the employee premium share contributions shall be computed on the basis of actual expenditures in the prior year). Employee premium share contributions shall be made pursuant to an I.R.C. Section 125 Plan (pre-tax contribution) implemented by the Board.

#### Section 4. Change of Plans.

The Union agrees that the Employer may change the carrier for the major medical and/or hospitalization plans provided that the benefits provided are substantially equivalent to those currently provided. Any claim by the Union that such benefits or services provided by the new carrier are not substantially equal shall be subject to binding arbitration through the contractual grievance procedure

Section 5. Liability and Workers' Compensation.

The Employer agrees to continue its present coverage for professional liability, workers' compensation and other liability insurance.

Section 6. Life Insurance.

The Employer agrees to provide, without cost to the employee and subject to I.R.S. laws and regulations, group life insurance equal to approximately one and one-half (1.5) times the annual salary for each Nurse and twenty-five thousand dollars (\$25,000) group life insurance for each Health Assistant.

Section 7. Pension.

All the employees shall be covered by the "Retirement Plan for Municipal Employees of the Town of Westport, Connecticut" as amended from time to time, for service as Board of Education employees commencing on or after July 1, 1989.

Section 8. Flexible Spending Account.

The Board shall make available a flexible spending account as permitted in accordance with federal regulations.

Section 9. Indemnification Pursuant to Section 10-235.

In accordance with the Connecticut General Statutes Section 10-235, the Westport Board of Education shall protect and save harmless any employee from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to or death of any person, or in accidental damage to or destruction of property, within or without the school building, or any other acts, including but not limited to infringement of any person's civil rights, resulting in any injury, which acts are not wanton, reckless or malicious, provided such employee, at the time of the acts resulting in such injury, damage or destruction, was acting in the discharge of his or her duties or within the scope of employment or under the direction of the Board. The Board shall protect and save harmless any employee from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand or suit instituted against such employee by reason of alleged malicious, wanton or willful act or ultra vires act, on the part of such employee while acting in the discharge of his duties. In the event such employee has a judgment entered against him/her for a malicious, wanton or willful act in a court of law, the Westport Board of Education shall be reimbursed by such employee for expenses it incurred in providing such defense and shall not be held liable to such employee for any financial loss or expense resulting from such act.

Section 10.    Reopener

By written request by the Board to the Union, the Board may initiate reopener negotiations over the provisions of this Article X during the term of this Agreement if there is any material change in the provisions of the Affordable Care Act or any related state or federal law, such negotiations to be governed by the provisions of the Municipal Employee Relations Act (MERA), Conn. Gen. Stat. Section 7-467 et seq.

ARTICLE XI  
TRANSPORTATION

Section 1. The Employer agrees to reimburse employees who are required by the Employer to use their own cars in the service of the Employer at IRS rate per mile.

ARTICLE XII  
TERMINATION OF EMPLOYEE

Section 1. An employee shall give at least one month's written notice of resignation to the Supervisor of Health Services or his/her designee.

Section 2. No employee shall be reprimanded in writing, suspended without pay and/or discharged except for just cause.

ARTICLE XIII  
STAFF DEVELOPMENT

Section 1. Orientation shall be given all new employees as to the objectives, purposes and structures of the Employer, its facilities, programs, policies and procedures.

Section 2. Nurses are expected to keep current on all appropriate school nursing practices in accordance with state licensing laws. The Board may provide nurses with in-service educational programs, provided that there shall be staff participation in preparing and carrying out such in-service educational programs.

Section 3. Time for participation (without loss of pay) in professional education institutes, workshops, meetings, or conventions which will improve the individual's on-the-job performance and professional growth may be granted to any Nurse by the Assistant Superintendent for Special Education and Pupil Personnel Services subject to the necessity for maintaining the efficient operation of the department and considering the contribution which the program will make to the Nurse. Requests for such time will be

made two (2) weeks prior to the meeting, whenever possible. A response to this request will be made, whenever possible, within three (3) working days of said request.

Section 4. School Nurses shall participate in faculty, staff and community meetings as required by the Employer.

Section 5. Nurses shall plan for their own professional growth and continuing education.

Section 6. Staff members may be reimbursed for courses taken at colleges or universities subject to the rules established herein. Reimbursement will be one-half (1/2) of the cost of tuition and required tests, not to exceed six hundred dollars (\$600) per fiscal year per person. The courses must be approved for reimbursement in advance by the Nursing Supervisor and the Director for Pupil Services. In addition, each staff member seeking reimbursement must present proof, through an official transcript, that a passing grade was obtained in the course in order to receive reimbursement. Online courses are not eligible for tuition reimbursement except as approved in advance by the Supervisor of Health Services and Director of Pupil Services. Mandated courses and programs shall be paid in full.

#### ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. Any grievance concerning the discharge, suspension, discipline, or demotion of an employee(s) or a misunderstanding involving the application, meaning, or interpretation of the Agreement, unless specifically excluded by this Agreement, shall be settled in the following manner:

Step 1-A. Prior to submitting a written grievance, the employee shall discuss the problem with the Supervisor of Health Services, in an effort to obtain a resolution without resorting to the formal grievance procedure.

Step 1-B. If the problem cannot be resolved informally, the employee or the Union shall submit a grievance in writing to the Director of Pupil Services, setting forth the nature of the grievance. Within ten (10) working days after the Director of Pupil Services receives the grievance, s/he shall meet with the grievant and the Union. Within five (5) working days following the meeting, the Director of Pupil Services shall issue a written decision concerning the grievance.

Step II. If such grievance is not resolved to the satisfaction of the grievant by the Director of Pupil Services within ten (10) working days after such a meeting, the grievant may present such grievance in writing within ten (10) working days thereafter to the Superintendent of Schools or his/her designee. Within ten (10) working days after the Superintendent of Schools or his/her designee receives such grievance, he or she shall

arrange to and shall meet with the grievant and representatives of the Union for the purpose of adjusting or resolving such grievance.

Step III. If such grievance is not resolved by the Superintendent to the satisfaction of the Union and the issue involves the application or interpretation of this Agreement, then the Union within ten (10) days after the decision by the Superintendent or his/her designee may submit the matter to the Connecticut State Board of Mediation and Arbitration for arbitration in accordance with its rules and regulations. The decision of the arbitrator shall be final and binding, except that he shall have no authority to render a decision which in any way modifies, amends or alters the terms and provisions of this Agreement. The cost of arbitration shall be shared equally by the parties except their individual expenses.

Section 2. Only the Union shall have the right to process the grievance to Step III of the grievance procedure and to final and binding arbitration.

Section 3. Time limits provided for herein may be extended by the agreement of the parties; and the parties further agree that such extension shall not be unreasonably withheld.

Section 4. If the aggrieved does not file a grievance within ten (10) working days after he/she or the Union knew of the act or conditions on which the grievance is based, then the grievance shall be considered waived.

#### ARTICLE XV SAVINGS CLAUSE

Section 1. Should any provisions of the agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

#### ARTICLE XVI MANAGEMENT'S RIGHTS

Section 1. Except to the extent modified by a specific provision of this Agreement, the Employer reserves and retains solely and exclusively all rights and authority to operate, manage and administer the Westport Schools including but not limited to all such rights and authority as existed prior to the execution of this Agreement. Such rights shall include but not be limited to:

1. To determine the care, maintenance and operation of Board equipment and property.
2. To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices or procedures.
3. To discontinue processes or operations or to discontinue their performance by employees.
4. To select and to determine the number and types of employees required to perform the Board's operations.
5. To lay off, furlough or otherwise relieve employees from duty for lack of work or other legitimate reasons.
6. To prescribe and enforce reasonable work rules provided such rules are made known in a reasonable manner to the employees affected by them.
7. To create job descriptions and revise existing job descriptions as deemed necessary.
8. To establish contracts or subcontracts for the Board's operations.
9. To transfer or reassign employees wherever the Board's needs require.

#### ARTICLE XVII NO STRIKE - NO LOCKOUT

Section 1. The parties agree that during the life of this Agreement there shall be no strike, slowdown, suspension of work, work stoppage or work interference of any kind by any employee or group of employees; nor shall there be any lockout by the Employer.

#### ARTICLE XVIII WORKERS' COMPENSATION

Section 1. In the event that an employee is injured or disabled in the performance of his/her duties, and as a result thereof has been determined to be entitled to Workers' Compensation payments pursuant to the State statute, such employee shall be paid eighty percent (80%) gross pay less the amount of weekly Workers' Compensation pay until such time as he/she is able to return to duty or reaches point of maximum recovery, whichever comes first, provided however, that said employee applied for Workers' Compensation within seven (7) days after such injury occurs. In no event shall such injury leave exceed one (1) year. Nothing herein shall affect rights or benefits under existing Workers' Compensation Law.

Section 2. Absence from work due to injury or disability in the performance of his/her duties are covered under the Workers' Compensation Statute and shall not be charged to earned sick leave allowance.

## ARTICLE XIX SENIORITY

### Section 1. Seniority Defined.

Seniority shall be defined as the length of time an employee has been continuously employed by the Westport Board of Education (Employer) and immediately prior to such employment by the Westport/Weston Health District or its predecessor agency, without any break in service. A newly hired employee's seniority shall commence after the completion of the probationary period, but shall be retroactive to that employee's first day of employment by the Employer.

### Section 2. Seniority List.

The employer shall maintain a seniority list. Copies of such seniority lists shall be provided to the Union in October of each school year consistent with Article III, Section 4 of this Agreement.

### Section 3. Layoff.

In the event of lay-off, the least senior Nurse or Health Assistant as appropriate, on the seniority list, which shall include length of service with the Westport/Weston Health District (WWHD) or its predecessor agency for those employees who transferred from WWHD without any break in service, shall be laid-off first. Laid-off Nurses or Health Assistants shall be entitled to recall for a period not to exceed twenty-four (24) months from the date of the lay-off before any new nurses or health assistants are employed. Any Nurse or Health Assistant to be laid-off shall be given four (4) weeks' notice or pay in lieu thereof.

### Section 4. Vacancy.

In the event a vacancy should occur in a school nurse or health assistant position, the Employer will post such vacancy for seventy (72) hours and will send a copy of such posting to the President of the Local. Such notification shall be made via email to the President of the Local. School Nurses or Health Assistants who are interested in the position may file an application with the Superintendent or his/her designee. The employer reserves the right to fill any vacancy with the most qualified individual but will give due and careful consideration to the qualifications, including experience and training, of any School Nurse or Health Assistant who has applied for a vacancy before hiring from outside the bargaining unit.

ARTICLE XX  
EXTENDED YEAR

Section 1. Nurses who agree to work additional days as part of an extended school year will be paid at the hourly or daily rate based on the Nurse's rate of pay in effect for the upcoming school year. Nurses who agree to work as a school nurse in the continuing education summer program will be paid at the hourly rate of pay based on the Nurse's rate of pay in effect for the upcoming school year.

ARTICLE XXI  
DURATION

Section 1. Except as otherwise provided within the body of this Agreement, this Agreement shall be effective July 1, 2016, and shall remain in full force and effect except as provided in Section 10 of Article X through June 30, 2019. Negotiations for a successor agreement shall begin in accordance with applicable law.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THEIR NAMES ON THIS  
DAY OF Oct 25, 2016.

WESTPORT BOARD OF EDUCATION

Colleen Palmer 10/14/16  
Colleen Palmer Date  
Superintendent of Schools

Michael Gordon  
Michael Gordon Date  
Board Chair

LOCAL 1303, CHAPTER 153 OF  
COUNCIL 4, AFSCME, AFL-CIO

Diane W. Bosch 10/15/2016  
Diane W. Bosch Date  
Co-President

Elizabeth Russ 10/25/16  
Elizabeth Russ Date  
Co-President

Victoria Lynn DeFrank 10.25.16  
Victoria Lynn DeFrank Date  
Staff Representative  
Council 4, AFSCME, AFL-CIO

Heather Assistant Rep  
10.25.16

## **APPENDIX A**

### **NURSES' SALARY SCHEDULE**

#### **2016-2017**

Step	Base Salary	Bachelors	Masters
1	54,612	55,607	56,911
2	56,413	57,564	58,712
3	58,189	59,338	60,488
4	59,965	61,115	62,265
5	61,741	62,890	64,040
6	63,517	64,666	65,815
7	65,290	66,470	67,651
8	67,058	68,271	69,485

#### **2017-2018**

Step	Base Salary	Bachelors	Masters
1	55,704	56,719	58,049
2	57,541	58,715	59,886
3	59,353	60,525	61,698
4	61,164	62,337	63,510
5	62,976	64,148	65,321
6	64,787	65,959	67,131
7	66,596	67,799	69,004
8	68,399	69,636	70,875

#### **2018-2019**

Step	Base Salary	Bachelors	Masters
1	56,818	57,853	59,210
2	58,692	59,889	61,084
3	60,540	61,736	62,932
4	62,387	63,584	64,780
5	64,236	65,431	66,627
6	66,083	67,278	68,474
7	67,928	69,155	70,384
8	69,767	71,029	72,293

Note: A Nurse who works less than full time shall be paid a pro rata share of the salary rates.

HEALTH ASSISTANTS  
WAGE SCHEDULE

2016-2017

STEP	HOURLY
1	23.25
2	23.68
3	24.20
4	24.59
5	25.05
6	25.57
Off Step	25.96

2017-2018

STEP	HOURLY
1	23.72
2	24.15
3	24.68
4	25.08
5	25.55
6	26.08
Off Step	26.48

2018-2019

STEP	HOURLY
1	24.19
2	24.63
3	25.17
4	25.58
5	26.06
6	26.60
Off Step	27.01

A Health Assistant may be hired above the minimum in recognition of prior experience.

## MEMORANDUM OF AGREEMENT

In the recently concluded negotiations, the Westport Board of Education and the Westport Board of Education Nurses reached the following additional agreements:

1. Unit members will not be assigned the following responsibilities and mandates, under P.A. 15-215 including creating and administering anti-epileptic training program; choosing and providing general supervision of the "qualified school employees" performing monthly reviews of the "qualified school employee" or other related responsibilities without prior discussion and, if necessary, negotiation with the Union.
2. Issue regarding nurse who rides the bus.

### WESTPORT BOARD OF EDUCATION

Colleen Palmer 10/11/16  
Colleen Palmer Date  
Superintendent of Schools

Michael Gordon 10-10-16  
Michael Gordon Date  
Board Chair

### WESTPORT NURSES

Diane W. Bosch 10/10/2016  
Diane W. Bosch Date  
Co-President

Elizabeth Russ 10/10/16  
Elizabeth Russ Date  
Co-President

Victoria Lynn DeFrank 10-10-16  
Victoria Lynn DeFrank Date  
Staff Representative  
Council 4, AFSCME, AFL-CIO

An B. Bruford, Health Assistant  
Rep. 10-10-16