

AGREEMENT

between

ROCKY HILL BOARD OF EDUCATION

and

ROCKY HILL SCHOOL NURSES' ASSOCIATION,
CONNECTICUT HEALTH CARE ASSOCIATES,
NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES,
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO

July 1, 2016 to June 30, 2020

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AGREEMENT

This Agreement is made and entered into on this **20th** day of June, 2016 by and between the ROCKY HILL BOARD OF EDUCATION (hereinafter referred to as the "Board") and the ROCKY HILL SCHOOL NURSES' ASSOCIATION, CONNECTICUT HEALTH CARE ASSOCIATES, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I **PREAMBLE**

This Agreement is negotiated under the Municipal Employee Relations Act, §§7-767, *et seq.*, of the Connecticut General Statutes in order to fix for its term the salaries and other terms and conditions of employment provided herein.

ARTICLE II **RECOGNITION**

- A. The Board recognizes the Union as the exclusive representative of all regularly scheduled Professional Registered Nurses and Licensed Practical Nurses with respect to rates of pay, wages, hours of employment and other mandatory conditions of employment. Employment categories shall include (but not be limited to) school-based nurses; nurses assigned as "one-to-one" student nurses; transportation nurses; part-time nurses, and probationary nurses. Employees excluded are substitutes, temporary employees, seasonal employees and all statutory exclusions.
- B. Unless otherwise indicated, the term "nurse", when used hereinafter in the agreement, shall refer to any employee or group of employees as defined in A above.
- C. The words "Board of Education" or "Board," as used in this Agreement, shall mean the Board or its designee.
- D. The words "Superintendent of Schools" or "Superintendent," as used in this Agreement, shall mean the Superintendent or his/her designee.
- E. The term "she" shall denote she or he.

ARTICLE III

PROFESSIONAL NEGOTIATIONS

As part of the routine distribution of the budget to key organizations and people after it is first given to the Board, the Union will receive a copy of the Superintendent's proposed budget, which may be an electronic or hard copy.

ARTICLE IV

MANAGEMENT RIGHTS

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in Rocky Hill in all its aspects, including but not limited to the following: to decide the methods, procedures and means of conducting the work; to select, hire and demote employees; to discharge and otherwise discipline any employee; to promote, transfer and layoff employees; to decide the need for facilities; to determine shift schedules; to establish or continue policies, practices and procedures for the conduct of business and the management of operations of the schools, and from time-to-time to change or abolish such policies, practices or procedures. These rights, responsibilities and prerogatives are not subject to delegation beyond the school administration and Board in whole or in part, except the same shall not be exercised in a manner inconsistent with or in violation of the specific terms or provisions of this Agreement.

ARTICLE V

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this grievance procedure is to expeditiously resolve grievances at the lowest level of the administration. The parties-in-interest shall agree that the proceedings be kept as confidential as allowed by law.
2. Nothing contained herein shall be construed as limiting the right of any nurse of the unit to discuss informally a concern or a problem with any appropriate member of the school administration.

B. Definitions

1. A grievance shall mean a complaint by a nurse:
 - a. That alleges there has been a violation, misinterpretation or misapplication of a specific provision or provisions of this Agreement which relates to or involves the grieving nurse or nurses; or
 - b. That she has been treated unfairly or inequitably by reason of an act or condition which is contrary to established Board policy or administrative

practice governing or affecting employees. Grievances falling in this category may not be submitted to arbitration under "Level 4".

2. As used in this article, the term "nurse" shall also mean a group of nurses having the same grievance which has been submitted on an appropriate form signed by them or their designated representative.
3. As used in this article, the term "principal" shall mean principal or other appropriate administrator.
4. "Party-in-interest" shall mean the person or persons, as defined in B(2) above, making the claim, including their designated representative as provided herein, and any person(s) who might be required to take action or against whom action might be taken in order to resolve the problem.
5. "Days" shall mean days when school is in session except that from the end of the nursing assignment in June until the start of school in August when the term "day" shall mean weekday excluding Saturday, Sunday, legal holidays, and the scheduled vacations, of the parties-in-interest, of reasonable length not exceeding two (2) weeks.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum. The time limits specified may, however, be extended by written agreement of the parties-in-interest.
2. The nurse must file a written, formal grievance within twenty (20) days after she knew or should have known of the act or condition upon which the grievance is based. If the nurse fails to file a formal written grievance within this time, the grievance shall be waived.
3. Failure by the aggrieved party-in-interest at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
4. All parties-in-interest shall exchange all requested materials with all reasonable promptness.

D. Formal Procedures

1. Level One - School Principal
 - a. If an aggrieved nurse is not satisfied with the outcome of an informal procedure, if used, she may pursue the formal grievance procedure. In so doing, she must present a claim as a formal grievance to the principal within the time limits specified in subsection C(2) and must cite the

statement in the Professional Agreement which she alleges has been violated, the alleged facts and the remedy requested.

- b. The principal shall, within five (5) days after the receipt of the formal grievance, meet with the grievant and within five (5) days of the meeting render his decision and the reasons in writing to the aggrieved nurse with a copy to the Union.

2. Level Two Superintendent of Schools

- a. If the aggrieved nurse is not satisfied with the disposition of her grievance at Level One, she may, within three (3) days after the decision, or within eight (8) days after her formal presentation, if there is no decision, file her written grievance and Level One response with the Superintendent.
- b. The Superintendent shall, within ten (10) days after receipt of the grievance, meet with the aggrieved nurse and with the representatives of the Union for the purpose of resolving the grievance.
- c. The Superintendent shall, within ten (10) days after the hearing, render his decision and reason(s) in writing to the aggrieved nurse, with a copy to the Union, the Board and principal.

3. Level Three - Board of Education

- a. If the aggrieved nurse is not satisfied with the disposition of her grievance at Level Two, she may, within three (3) days after the decision, or within thirteen (13) days after the hearing, if there is no decision, file the grievance with the Union for appeal to the Board.
- b. The Union may, within five (5) days after receipt, refer the appeal to the Board.
- c. The Board, or a committee thereof, shall, within thirty (30) calendar days after receipt of the appeal, meet with the aggrieved nurse and with representatives of the Union for the purpose of resolving the grievance.
- d. The Board shall, within ten (10) days after such meeting, render its decision and the reason(s) in writing to the aggrieved nurse, with a copy to the Union, the Superintendent and the principal.

4. Level Four - Arbitration

- a. If the aggrieved nurse is not satisfied with the disposition of her grievance at Level Three, she may, within three (3) days after the decision, or within thirteen (13) days after the Board meeting if there is no decision, request in writing to the President of the Union that her grievance be submitted to arbitration.

- b. The Union may, within five (5) days after receipt of such request, submit the grievance to arbitration and simultaneously notify the Board in writing.
- c. Arbitration shall be submitted to the American Arbitration Association in accordance with its rules and regulations. No arbitrator may add, delete or change the agreement set forth herein.
- d. The cost of services of the arbitrator shall be borne equally by the Board and the Union.

ARTICLE VI **SCHOOL YEAR**

The normal work year shall be days when schools are in session (180 days) and one (1) designated orientation day. Should the Board change the length of the normal work year, the parties shall negotiate the impact of this change.

There shall be an orientation period of five (5) days for new nurses with no prior school nursing experience and two days for new nurses with prior school nursing experience.

ARTICLE VII **WORK DAY**

The normal work day shall consist of seven (7) hours including a thirty (30) minutes duty free lunch period. Should the Board change the length of the normal work day, the parties shall negotiate the impact of this change.

In the event students are dismissed early on the last school day prior to Thanksgiving, Christmas and the last day for students, the nurses may also leave early, but shall be compensated for the number of hours in a normal work day.

Time worked in excess of a normal work day will be preapproved by a school administrator except in emergencies. Overtime pay (one and one-half times the base hourly rate) will be granted to any nurse who actually works more than forty (40) hours in a week. Hours actually worked between thirty-five (35) and forty (40) in a week will be compensated in straight time.

ARTICLE VIII
PREPARATION PERIOD

Preparation time, up to a maximum of thirty-five (35) hours per nurse, shall be utilized to:

- Complete work related to the end of the year cleanup assignments;
- Review preschool records;
- Review and file records of all new incoming students;
- Obtain, review and file records of mandated health assessments and/or immunization updates; and
- Compile lists of "Confidential Serious Student Health Problems" and "Preferential Seating" needs.

The school administration may direct that this work be shared among employees to meet the needs of the school system. Further, the Administration may assign, at its discretion, additional summer work hours, as the need arises, to be scheduled in consultation with the nurses. A nurse shall be paid at her base hourly rate for such work.

ARTICLE IX
SENIORITY, LAYOFF AND RECALL

- A. Seniority shall be defined as the length of continuous service from the most recent date of employment as a permanent Registered Nurse by the Rocky Hill Board of Education.
- B. The Board shall notify the Union of an intended reduction in the work force prior to notifying the nurse(s) affected.
- C. In the event of a reduction in the workforce:
 - 1. The order of layoff for the registered nurses covered by this Agreement shall be as follows:
 - probationary nurses;
 - part-time nurses; then
 - transportation nurses and "one-to-one" nurses in order of seniority and qualification based upon job description and work record.
 - full-time school-based nurses in order of seniority and qualification based upon job description and work record.
 - 2. Two (2) weeks notice will be given of a layoff or two (2) weeks pay in lieu of such notice.
 - 3. Nurses on layoff shall be recalled in the reverse order in which they were laid off.

4. A laid off nurse shall be placed on a recall list for a period of one (1) year. A nurse intending to report to work shall give notice of such intent within ten (10) business days of the date of the notice of recall and must report to work within twenty (20) days of the date of such notice or when the position becomes available, whichever occurs last. A nurse who fails to accept recall shall forfeit recall rights.

D. A newly hired nurse shall serve a probationary period of six (6) months during which he or she shall not acquire seniority rights or be subject to the terms of Article XXI, Just Cause, or be entitled to personal leave days (Article XI A.) but shall be subject to the remaining provisions of this Agreement. Upon the expiration of the probationary period, seniority shall accrue as prescribed in Section A.

ARTICLE X

SICK LEAVE

A. A nurse shall be entitled to fifteen (15) sick days in each year with full pay. Up to five (5) days per year may be used to care for an ill member of the family domiciled in the home. Unused sick leave shall be accumulated from year to year to a maximum of one hundred fifty (150) days. When an employee reaches the maximum accrual or one hundred fifty (150) days at the end of the calendar year, unused sick days in subsequent contract years shall be allowed to accrue up to a maximum of one hundred sixty (160) days as follows:

1. An employee absent for five (5) or fewer days in a work year shall have ten (10) days in unused sick leave added to his or her accumulation of one hundred fifty (150) days up to a maximum of one hundred sixty (160) days.
2. An employee absent more than five (5) days shall not be eligible for this additional accrual.

B. In the case of absence from an injury arising out of or during the course of employment and for which Worker's Compensation is paid to the nurse, banked sick leave time will be used to make up the difference between Worker's Compensation and eighty-five percent (85%) of that nurse's gross base salary for a period not to exceed ninety (90) school days.

C. The Union recognizes that the Superintendent may require a nurse to obtain a signed statement from a licensed physician after an absence exceeding five (5) consecutive working days to verify the nature of such nurse's absence for medical or family care reasons or the fitness of the employee to return to work or in cases where the Superintendent has a reasonable suspicion of abuse of sick leave. In addition, in such cases, the Superintendent may require the nurse to be examined by a Board appointed physician at Board expense.

- D. Nurses hired on or before July 1, 2001, who have twenty (20) years of service with the Board of Education shall be entitled to severance pay equal to sixteen (16%) percent of accumulated and unused sick leave credit. For the purpose of this section, severance pay shall be based upon the nurse's annual wage for the year in which the nurse voluntarily terminated, retired onto the regular Town employee's pension plan or died. Nurses terminated involuntarily shall not be entitled to severance pay. The Board, at its discretion, may pay out the severance pay in a lump sum or in two equal annual installments. The first payment will be on or about July 1 of the fiscal year following notice of the retirement.

ARTICLE XI

LEAVES

A. Personal Leave

Nurses shall be entitled to up to three (3) personal days off annually with full pay for necessary personal business which cannot be transacted other than during normal work hours, subject to the discretion of the building principal. Requests shall be made at least forty-eight (48) hours in advance, if possible, to the Principal, with the employee stating the reasons for the requested leave.

B. Bereavement Leave

Each nurse shall be entitled to five (5) bereavement days per occasion for death in the immediate family. Immediate family shall be defined as mother, father, brother, sister, child, spouse, in-laws or relative domiciled in the home. An aggregate of three (3) days per year shall be granted for other deaths of relatives or friends.

C. Jury Duty

Unlimited jury duty leave with full pay (less amount paid for jury service) will be granted a nurse. A nurse who is excused from jury duty on any school day at a reasonable hour shall report to school.

D. Leave of Absence

A nurse, upon proper application in writing to, and upon written approval from the Superintendent and the Board of Education, may obtain a continuous leave of absence with or without pay and/or benefits for a period not to exceed three (3) months or an educational leave for up to one (1) year without pay or benefits. Extension of a leave may be granted by the Superintendent but in no case is the total period of time to exceed two (2) years. The denial of all or any requested portion of a leave shall not be subject to the grievance procedure or, as a discretionary matter on the part of the Board, a prohibited practice complaint.

E. Child Rearing Leave

1. Any nurse shall be entitled, upon written request submitted to the Superintendent, to an extended leave without pay for purposes of child-rearing apart from any period of childbirth disability leave with pay. Such employees shall be entitled to

the remaining portion of the school year, in which the child is born, adopted or fostered, and for one (1) additional school year if requested by the employee.

2. Child-rearing leave shall be subject to the following provisions:

- a. Employees requesting leave shall submit not less than sixty (60) days' written notice of the anticipated date of ending performance of duties. This provision may be waived at the discretion of the Superintendent in cases of adoption.
- b. During long-term leave of absence under this article, a nurse may participate in group health and medical insurance benefits at her own expense, subject to the terms of the company administering the plan.
- c. No experience credit on the salary schedule shall be granted for any child-rearing leave without pay which extends for more than one-half (1/2) of a school year, but credit shall be given for any such leave which extends for less than one-half (1/2) of a school year.
- d. During long-term leave of absence, the nurse shall not be eligible for sick leave benefits.
- e. Failure to apply for reinstatement in the system at least sixty (60) days prior to the scheduled end of leave shall be considered a resignation and will be so treated.

3. Requests for child-rearing leave shall be in letter form, including all pertinent information, addressed to the Superintendent of Schools.

F. Military Leave

1. The individual on military leave for ten (10) school days or less shall be paid the difference between her military pay and that which she would have earned were she working for that period in the school system. Calculations on such compensation shall be made on a per diem basis excluding days when school is not in session.
2. Insurance granted by the Board for the individual on military leave for ten (10) school days or less shall remain in effect during such leave at no cost to the employee, subject to paying premium share.

ARTICLE XII
MALPRACTICE

Nurses shall be protected under liability or malpractice insurance as determined by the Town of Rocky Hill.

ARTICLE XIII
UNION LEAVE

- A. If negotiation meetings between the Board and the Union are scheduled during normal working hours of a school day, not more than two (2) representatives of the Union shall be relieved from all regular duties without loss of pay, as necessary, in order to permit their attendance at such meetings. Every effort shall be made to schedule negotiation meetings outside of work hours.
- B. When it is necessary, pursuant to the grievance procedure in Article V of this Agreement, for a school representative, a member of the Grievance Committee or other representative designated by the Union to attend a grievance hearing during a school day, she shall, upon notice to her supervisor and/or principal and to the Superintendent by the President of the Union, be released without loss of pay, as necessary, in order to permit participation in the foregoing activities. Nonetheless, every effort shall be made to schedule grievance hearings outside of work hours.
 - 1. This privilege shall be limited to one (1) Union representative per grievance per day.
 - 2. Any nurse whose appearance (as a witness) in such hearing is necessary shall be accorded the same right, with notice to the nurse's supervisor and/or principal, and only so long as the witness's presence is necessary.
- C. The Union agrees that these rights shall not be abused.

ARTICLE XIV
PROFESSIONAL AND EDUCATIONAL MEETINGS

Time for participation in professional and educational institutes, workshops or meetings, in-service programs, and professional conferences and conventions which will improve the individual's on-the-job performance and professional growth, may be granted. Requests for such time will be made two (2) weeks prior to the activity, whenever possible. A response to this request will be made within five (5) working days of said request. Approved expenses for such meetings will be paid by the Board of Education up to a total of four hundred dollars (\$400) per

nurse. Nurses shall be eligible to apply this towards programs or courses offered on weekends and during the summer as well as the school year.

1. Request for reimbursement must be approved by the Superintendent prior to attending the course.
2. Reimbursement will be received upon proof of successful completion of the course.
3. Workshops, meetings and courses taken outside of normal hours shall not be a basis for receiving hourly compensation.

ARTICLE XV

SALARIES

A. Salary Schedules

The salary schedules covered by this Agreement are set forth in Appendix A, which are attached hereto and made part of this Agreement.

B. Method of Payment

1. Nurses shall have the option of either twenty-two (22) equal payments or having their salary divided by twenty-six (26) and paid in equal installments for twenty-one (21) payments and receiving one large check of the balance of five (5) payments on the last day of the working year.
2. Final checks will be issued upon clearance of the appropriate administrator.
3. Nurses' paychecks will be electronically deposited into an account selected by the nurse.

C. Longevity Pay

1. Eligibility for longevity pay shall be determined as follows:

"Years of Service" shall be defined as years of service as a regularly scheduled Registered Nurse in the Rocky Hill school system.

2. Compensation for longevity shall be as follows:

<u>Years</u>	
5 - 10 years	\$200
11 - 15 years	\$400
16 + years	\$600

3. All continuous years of full-time service in the Rocky Hill schools shall be credited toward longevity.

4. Longevity payments shall be made as part of the 22 pay period system.

D. Placement on the Salary Schedule

The Superintendent shall establish the starting salary of a new hire based on his/her assessment of the nurse's education, training and experience provided, however, a new hire with credited experience shall not be placed higher on the salary schedule than a nurse with similar Rocky Hill experience.

ARTICLE XVI
INSURANCE BENEFITS

A. The Board shall provide, at its expense (subject to the payroll deduction set forth in Section E and the terms of Section F), for each nurse and the families of such nurse, the option of one of the insurance plans set forth in Appendix B.

The Board will fund fifty percent (50%) of the applicable HSA deductible amount for full-time employees. The Board's contribution toward the HSA deductible will be deposited into the HSA on the Board's first payroll date upon the start of school. The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HSA plan is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for actively employed nurses. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

The Board shall offer a High Deductible Plan with a Health Reimbursement Account (HRA) option for employees who are eligible for health insurance benefits and are eligible to participate in a HRA. The plan will have the same benefits and deductible as the HDHP/HSA. However, it will feature a HRA that will reimburse eligible claims that are applicable to the medical plan deductible up to the same total dollar amount as would have been contributed to a participant in the HSA at the same enrollment coverage. HRA participants can roll over funds remaining on the HRA account up to the deductible or amount permitted by IRS regulations.

Effective July 1, 2017, employees who elect the OAP or POS coverage shall pay a premium share equal to the difference between the Board's total cost for said coverage and the Board's total cost under the HDHP/HSA plan, including the cost of the Board's deductible contribution.

Effective July 1, 2018 the OAP and POS coverage will no longer be available as a health plan option.

- B. In addition the Board shall provide at its expense (subject to the Payroll deduction set forth in Section E) for each nurse and the family of such nurse CIGNA Dental Plan Classes I, II and III. In Classes II and III there is an annual deductible of Fifty (\$50) Dollars per individual or One Hundred Fifty (\$150) Dollars per family.
- C. The Board shall provide at its expense for each nurse:
1. \$2,500 (maximum per month) Group Long Term Disability Insurance.
 2. \$25,000 Group Life Insurance.
 3. \$25,000 Group Accidental Death & Dismemberment Insurance.
- D. The Board of Education reserves the right to change insurance carriers at any time so long as it gives prior notice to the Union and so long as the insurance coverage under the substitute insurance carrier's policy is substantially equivalent to the coverage under the policy then in effect. Once the Union is notified the Board intends to change insurance carriers, the Union has fifteen (15) calendar days to examine the new insurance carrier's proposed insurance policy. If the Union feels that the coverage under the new policy is not substantially equivalent, it must object to the change in writing during that fifteen (15) days. If the parties are unable to informally resolve the matter within the following fifteen (15) days, an arbitrator with expertise in the field of insurance shall be mutually selected or, if the parties cannot agree, shall be selected forthwith by the American Arbitration Association. The arbitrator shall be asked to decide the following question: Does the substitute insurance carrier's proposed policy provide the coverage that is substantially equivalent to the coverage provided under the current insurance carrier's policy? The arbitrator must render a decision within thirty (30) days. Revisions to the proposed policy may be made at any time up to the time the arbitrator renders his decision. In a situation where a complaint has been lodged by the Union, the Board will not institute the new insurance coverage until agreement has been reached or until an arbitrator has rendered his/her decision. The cost of arbitration shall be shared equally between the Board and the Union.
- E. To be eligible to receive health and medical insurance benefits set forth in Section A and Section B, above, the nurse shall annually contribute the following amount for such benefits:

	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
OAP	20%			
POS	17%			
HSA	13%	13.5%	14%	14.5%
Dental/Vision	13%	13.5%	14%	14.5%

The Board shall contribute the remaining portion of the cost for these benefits. To be eligible to receive insurance benefits, each employee must submit a written salary deduction authorization permitting the Board to deduct from the employee's salary her share of the cost set forth above. An employee may forego or withdraw from full

coverage rather than pay her share of the cost. Reinstatement of discontinued insurance benefits shall be provided in accordance with the terms of the insurance company administering the plan at the time that benefits are sought.

- F. Subject to law and independent of the requirement that nurses contribute to the cost of insurance, including the rules and regulations of the Internal Revenue Services, the Board shall implement and maintain a "Section 125" salary reduction agreement which shall be designed to permit exclusion from taxable income of the employee's share of the health insurance cost set forth in Section E.
- G. This Agreement shall be effective as of the first day of July, 2016 and remain in full force and effect until the thirtieth day of June, 2020 provided however, in the event that the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, the parties agree to reopen this Agreement for the limited purposes of negotiating a substitute health insurance plan and premium share contributions. This Agreement shall remain in full force and be effective during the period of negotiations.

ARTICLE XVII

PAYROLL DEDUCTION

- A. The Union agrees to save the Board harmless from any claims, demands, suits or judgments arising from the Board's implementation of the provisions of this Article.
- B. In addition to those payroll deductions required by law, the following are eligible for payroll deductions:
 - 1. Payroll Protection Plans
 - 2. Connecticut Health Care Associates Dues or service fees
 - 3. Tax Sheltered Annuity Plans
 - 4. Credit Union
 - 5. Health Insurance
- C. All requests for deductions must be in writing on approved authorization forms or an authorized list(s). The Union shall be responsible for the listing of dues deductions to be made for the Union.
- D. The Board shall not be required to honor any authorized deduction which is delivered to it later than the thirty (30) days prior to the distribution of the payroll from which deductions are to be made.
- E. Union Participation
 - 1. All nurses employed by the Rocky Hill Board of Education shall, as a condition of continued employment, join the Union or pay a service fee to the Union. Said

service fee shall be equal to the proportion of Union dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment.

2. The Board agrees to deduct from each nurse an amount equal to the Union membership dues or a service fee by means of payroll deductions. The amount of the deduction for membership dues shall be equal to the total Union membership dues or service fee divided by ten (10) paychecks from and including the first paycheck in September through and including the first paycheck in June. The amount of Union membership dues and service fee shall be certified by the Union to the Board of Education prior to the opening of the school year.
3. It also agreed that neither any employee nor the Union shall have any claims against the Board for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Board within thirty (30) calendar days after the date such deductions were or should have been made.

ARTICLE XVIII **PUBLICATION OF AGREEMENT**

The Board and the Union agree to publish and electronically distribute the complete text of this Agreement and to share equally the costs arising therefrom.

ARTICLE XIX **PERSONNEL FILE**

- A. Nurses shall be given a copy of any evaluation report and other materials to be filed in the nurse's personnel folder prepared by their supervisor. They shall have the right to discuss such reports and materials to be filed in their personnel folders with their supervisor. Any evaluation report prepared by a supervisor becomes part of the nurse's personnel file. The required signature indicates that the nurse has seen and discussed the evaluation. It does not necessarily mean that the nurse is in complete accord with the report.
- B. The nurse may attach an addendum to the evaluation reports and other materials contesting a factual matter, which items also will be kept in the personnel file. Any nurse has the right to review her file in the office of the Superintendent upon prior notice and in the presence of the Superintendent or a designated representative for such purpose.
- C. Nurses will be notified when items are added to or removed from their personnel file.
- D. The Union may be invited to participate on any Board committee whose purpose shall be to develop or implement evaluation procedures for the professional nursing staff.

- E. Any substantive complaint made against a nurse by a parent, student or other person shall be promptly called to the attention of the nurse. Should a complaint involve a possible commission of a crime and an appropriate law enforcement officer requests that information not be disclosed to the nurse, the provisions of this section shall not apply. No complaint shall be placed in the nurse's personnel file until the complaint has been investigated and verified by the Superintendent or her designee. Such investigation shall include consultation with the affected nurse. Further, this section shall not apply to any aspect of the evaluation process.

ARTICLE XX

PART TIME EMPLOYEES

Part time nurses shall be defined as nurses who work less than 20 hours per week. The conditions of employment for part time nurses shall be as follows:

1. Compensation for part time nurses shall beginning at the step 1 hourly rate. In years in which step movement is granted for members for his bargaining unit part time nurses shall advance one (1) step on the salary scale on July 1.
2. In the event that a part time nurse reports to school for the purpose of working with a specific child and that child does not attend school that day, the part time nurse shall be paid for one (1) hour of work.
3. Part time nurses shall not be entitled any further economic benefits (sick leave, insurance, pension, holiday, degree stipend, leaves, etc.) that may be set forth in this collective bargaining agreement, other than those described in this article.

ARTICLE XXI

JUST CAUSE

No nurse shall be given a written reprimand, be suspended without pay, or discharged for disciplinary reasons without just cause.

ARTICLE XXII

PENSION

Members of the bargaining unit participate in the Town of Rocky Hill Pension Plan under terms and conditions established by the Town. The application of the town pension plan shall not be subject to the grievance procedure set forth in this Agreement, and any dispute concerning eligibility, coverage, benefits, and any other aspect of the plan shall be a matter which the nurse or Union must resolve with the Town.

ARTICLE XXIII
FULL AND COMPLETE AGREEMENT

This Agreement contains the full and complete agreement between the Board and the Union on all negotiable items, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement, unless mutually agreed.

ARTICLE XXIV
SAVINGS CLAUSE


In the event that any provision or portion of this Agreement is ruled invalid for any reason by an authority of established legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

ARTICLE XXV
DURATION

This Agreement shall be in effect from July 1, 2016 to and including June 30, 2020.

Rocky Hill Board of Education

Rocky Hill Nurses' Association,
Connecticut Health Care Associates,
National Union of Hospital and Health Care
Employees, AFSCME, AFL-CIO

By  5/26/16
Frank K. Morse, Chairperson

By  5/26/16
Karen Telesca, President

512253v.01

APPENDIX A
SALARY & WAGE SCHEDULES
Professional Registered Nurses

	2.00%		2.00%		2.00%		2.00%	
	2016-17		2017-18		2018-19		2019-20	
STEP	Salary	Hourly	Salary	Hourly	Salary	Hourly	Salary	Hourly
1	\$47,174	\$37.23	\$48,117	\$37.98	\$49,080	\$38.74	\$50,061	\$39.51
2	\$49,048	\$38.71	\$50,029	\$39.49	\$51,029	\$40.28	\$52,050	\$41.08
3	\$50,917	\$40.19	\$51,936	\$40.99	\$52,974	\$41.81	\$54,034	\$42.65
4	\$52,786	\$41.66	\$53,842	\$42.50	\$54,919	\$43.35	\$56,017	\$44.21
5	\$54,658	\$43.14	\$55,751	\$44.00	\$56,866	\$44.88	\$58,003	\$45.78
6	\$56,527	\$44.62	\$57,658	\$45.51	\$58,811	\$46.42	\$59,987	\$47.35
7	\$58,404	\$46.10	\$59,572	\$47.02	\$60,764	\$47.96	\$61,979	\$48.92
LPN		\$22.68		\$23.02		\$23.42		\$23.83

Employees on staff on the effective date of this Agreement shall be placed on the step that corresponds to their salary and advance one step on the salary schedule each school year unless they are on the maximum step.

A yearly stipend will be added to stated salaries of all nurses if a Bachelor of Science in Nursing is held or if a nurse obtains a national school nurse certification.

BSN	\$500
NSN Certification	\$500

