

AGREEMENT

BETWEEN

THE COLCHESTER BOARD OF EDUCATION

AND

**THE COLCHESTER BOARD OF EDUCATION
NURSES, UNITED PUBLIC SERVICE
EMPLOYEES UNION**

July 1, 2016 through June 30, 2019

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AGREEMENT

BETWEEN THE COLCHESTER BOARD OF EDUCATION AND THE COLCHESTER BOARD OF EDUCATION NURSES, UNITED PUBLIC SERVICE EMPLOYEES UNION

THIS AGREEMENT IS MADE AND ENTERED INTO by and between the Colchester Board of Education of the Town of Colchester (hereinafter referred to as the "Board") and the Colchester Board of Education Nurses, United Public Service Employees Union (UPSEU), (hereinafter referred to as the "Union")

WHEREAS, Connecticut law recognizes the procedure of collective bargaining as a peaceful, fair and orderly way of conducting relations between municipal employees and their employer, and

WHEREAS, the school nurses employed by the Colchester School System selected as their sole representative the Union, resulting in the Union becoming exclusive bargaining representative for the school nurses and

WHEREAS, the Board and its designated representatives have met with representatives of the Union and have fully considered and discussed amongst themselves, salary schedules, working conditions, personnel policies and other conditions, relative to employment, it is agreed as follows:

ARTICLE I RECOGNITION

The Board recognizes the Union as the exclusive bargaining representative for the School Nurses excluding employees in such classifications who work less than twenty (20) hours per week, for the purpose of negotiating with respect to salary, fringe benefits and conditions relative to employment.

ARTICLE II BOARD'S PREROGATIVES

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 the Town of Colchester in all its aspects, including but not limited to the following:

to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Colchester;

to give the children of Colchester as nearly equal advantages as may be practicable;

to decide the need for school facilities;

to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes;

to determine the number, age and qualifications of the pupils to be admitted into each school;

to employ, assist and transfer school employees;

to suspend or dismiss school employees in the manner provided by statute or board policy;

to designate the schools which shall be attended by the various children within the Town;

to make such provisions as will enable each child of school age residing in the Town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable;

to prescribe rules for the management, studies, classification and discipline for the public schools;

decide the textbooks to be used;

to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore and to approve plans for school buildings;

to prepare and submit a budget to the Board of Finance and, in its sole discretion, expend monies appropriated by the Town for the maintenance of the schools, and to make transfers of funds within the appropriate budget as it shall deem desirable.

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of the Agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives, other than as there are specific provisions herein elsewhere contained shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE III

FAIR PRACTICES

The Board agrees to continue its policy of non-discriminating against any educational personnel on the basis of race, color, national origin, age, sex or marital status, religion, sexual orientation, ancestry, disability, pregnancy, genetic information, gender identity or expression, or membership or participation in, or association with, the activities of any school nurse organization, except in the case of a bona fide occupational qualification. Complaints under this Article are excluded from the grievance arbitration procedure in this contract. (Article VIII Step 4, A).

ARTICLE IV

WORKING CONDITIONS

A. Work Year:

1. The work year for school nurses shall be 184 days, as reflected on the Salary Schedule. The Board reserves the right to schedule the work year for school nurses between 181 and 200 days, subject to paragraph 2 below. Should the Board exercise this option and change the work year, the Board shall provide written notification on or before May 1ST for a change in the work year in the following school year. The salary schedule shall be adjusted pro rata for any such change in the work year.
2. The work year shall be as assigned by the school administration in accordance with the school calendar. Employees shall receive a tentative schedule during the month of September. If the Board changes the work year, it will negotiate with the Union over the impact of the changed work year on members of the bargaining unit.

B. Work Hours:

1. Employees shall be paid for hours worked.
2. If, in his or her discretion, the Superintendent releases employees early or permits a late start to the work day because of inclement weather or other good cause, such employees shall receive compensation for the hours they were otherwise scheduled to work, unless a full day is canceled, in which case said day may be rescheduled by the Superintendent. The work schedule as assigned by the Superintendent shall not depend upon whether school for students is closed early, starts late or is canceled for the day.

3. The work day for building nurses shall consist of a seven and one-half (7.5) hour day, starting twenty (20) minutes before that of the students and they shall be at their assigned stations at that time. Building nurses shall remain in the building after the close of school for consultation with parents, teachers and administrators and to provide aid to students as needed. The 7.5 hour work day shall also include the time for the fulfillment of additional duties consistent with established practice. Notwithstanding the foregoing, for building nurse positions posted on or after January 1, 2015, the Board may establish building nurse schedules that are between seven and one-half (7.5) and eight and one-half (8.5) hours in length on specific days in order to encompass the time needed for district after school activities, if any.

If any school nurse is required to work longer than a 7.5 hour day, she/he shall be paid for additional hours worked at an hourly rate calculated at annual salary divided by the scheduled hours in the work year (the number of days scheduled in accordance with paragraph A.1. above times 7.5 hours). Any work performed above forty (40) hours, shall be paid at one and one-half (1½) times the hourly rate.

In addition to the building nurse positions, the Board may establish additional bargaining unit nurse positions, with the schedule set for each position on an annual basis by the Superintendent of Schools.

4. Vacancies directly caused by the creation of new positions, death, retirement, resignation or any other severance from employment shall be posted for five days on the district's website. However, the Board reserves the right to make interim appointments. The most qualified applicant to the position shall be appointed. Qualifications shall be determined by the Superintendent, whose judgment shall be final and binding.
5. With the prior approval of the Superintendent, once per month the Nurse Supervisor may meet with all employees (as a group) under her supervision for up to one hour to provide updates and review procedures after normal school hours. Employees shall be compensated at their appropriate rates of pay for attendance.
6. As part of the responsibility for directing and supervising school nurses articulated in the Nurse Supervisor job description, the Nurse Supervisor will engage in on-site supervision at least once per month at each school health office.
7. After School Activities:
 - a. The administration shall publicize the availability of after school activities coverage assignments to school nurses within the bargaining union as soon as practicable after such assignments become known to the administration.

- b. While bargaining unit nurses may volunteer for such assignments, the administration shall not be required to use bargaining unit nurses for such assignments if it would cause the Board to incur payment for such services at time and one-half.
- c. The parties acknowledge that the administration may utilize outside contractors and/or substitute nurses to order to accommodate the need for nursing care for after school activities.
- d. Bargaining unit nurses who provide nursing coverage for after school activities shall be compensated as set forth above at paragraph 3.
- e. In the event that the administration is not able to obtain nursing coverage for such assignments, either through volunteers from the bargaining unit, substitutes or contracted nursing services, the Board reserves the right to require bargaining unit employees to provide such coverage. The school nurse supervisor shall be responsible for arranging for coverage in such instances.

C. Every employee represented by this Agreement will be given a duty-free lunch period of not less than twenty (20) minutes incorporated within the above designated work day. However, past practices shall remain in effect.

D. Tentative Assignments:

Employees should be notified in writing of their tentative assignment for the next school year on or about June 1st. Any change(s) made in the table of organization made through the annual budgetary process by the Board that leads to the elimination of positions within the bargaining unit shall be subject to discussion with the Union at least four (4) weeks prior to the change(s) going into effect. For all other position eliminations, the Board shall discuss the change(s) with the Union at least two (2) weeks in advance.

E. Employee Protection:

The Board shall protect and save harmless any employee from financial loss or expense, including legal fees and costs, if any, arising out of any claim, demand, suite or judgment by reason of alleged negligence or other act resulting in bodily injury to or death to any person or damage to or destruction of property within or without the school building, provided such employee at the time of the occurrence resulting in injury, damage or destruction was acting in the discharge of duties within the scope of employment or under the direction of the Board as set forth in Connecticut General Statutes §10-235.

F. Probation:

New employees shall serve a probationary period of seventy-five (75) working days which do not include days missed because of illness or other leave, and shall have no seniority rights during this period, but shall be subject to all other provisions of this agreement, except the right to grieve any disciplinary matters through the grievance procedure. All employees who have completed the probationary period shall acquire length of service records as of the date of their employment.

G. Just Cause:

No employee shall be suspended or discharged without just cause. Objections to earlier written or verbal discipline may be raised at the time of suspension or discharge.

ARTICLE V
LEAVES OF ABSENCE

Sick Leave:

- A. Every employee will receive sick leave of eighteen (18) days a year prorated on the basis of one and one-half (1½) days per month accumulated up to one hundred fifty (150) days. Justification of excessive absenteeism may be required by the immediate supervisor. Employees may use up to six (6) days per year of paid sick leave to care for an immediate family member. For the purposes of this paragraph, immediate family member shall be defined as spouse, parent, brother, sister, child, grandparent, or grandchild.
- B. Sick leave may be taken in full day or one-half (1/2) day increments.

Childbirth:

Absence for employee for birth of child to spouse not to exceed two (2) paid days in any school year.

Funeral Leave.

A leave of absence not to exceed four (4) days immediately following the date of death or contiguous with the date of the funeral shall be granted to members of the bargaining unit whose spouse, parent or step-parent, brother, sister, in-laws, child or step-child, grandparent, or grandchild dies. Such leave shall be with pay. Upon request and in special circumstances, the Superintendent may grant such leave in excess of four (4) days.

Personal Leave.

- A. Members of the bargaining unit will be allowed a maximum of six (6) personal days without loss of pay per year. It is understood that all six (6) days are granted only for matters of pressing personal needs which cannot otherwise legitimately be performed outside the working day. The reasons for which personal days are granted are:
1. A death of a close friend or a relative other than those individuals listed above for funeral leave.
 2. An emergency which arises over which the employee has no control;
 3. Legal business;
 4. Wedding within the employee's immediate family; immediate family defined as son, daughter, mother, father, sister, brother, grandparent, or grandchild;
 5. Religious holiday.
 6. Employee's child/step-child or grandchild's graduation from High School or College.
 7. Up to one (1) day for which no specific reason is required to be given.
- B. When an employee notifies the building administration of his or her intent to use a personal day, he/she will indicate for which of the seven (7) reasons, in Paragraph A above, the day is being taken.
- C. Except in cases of emergency, notice shall be given to the building principal at least forty-eight (48) hours in advance.
- D. All personal days shall not exceed six (6) days per year.
- E. In order to help ensure continuity for students, personal leave shall normally not be granted on the last day before a school holiday or vacation period or on the first day of school after a holiday or vacation period. Exceptions to this rule shall be made for emergencies which arise over which the employee has no control; and may be made for extenuating circumstances by the Superintendent.
- F. Personal leave may be taken in full day or one-half (1/2) day increments.

Jury Duty:

An employee shall be entitled to full pay at current base rate for absence due to jury duty provided that reimbursement for same and regular pay together does not exceed the employee's regular wage. The employee shall give adequate notice of jury call to his or her supervisor.

Maternity and Adoption Leave:

1. Maternity leave shall be granted by the Board of Education, and the employee may use accumulated sick leave for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.
2. Leave shall continue as long as the employee is disabled. The Board reserves the right to determine the period of disability through review by a physician it selects and pays for. The Board shall be notified if possible at least thirty (30) days before the estimated time of commencement of the leave.
3. The availability of extension of leave, the accrual of seniority and other benefits and privileges, reinstatement and payment under any health or temporary disability due to pregnancy or childbirth shall be available on the same terms and conditions as they are applied to other disabilities.
4. Employees who are expecting to deliver or adopt a child or whose spouse is expecting to deliver a child may request a child rearing leave of absence without pay or benefits of up to one year. Employees shall request such leave at least sixty (60) days prior to the anticipated commencement of such leave, and such leave request shall set forth the date on which leave shall conclude. Whenever possible, employees who return from leave during the same school year shall be returned to his/her former assignment. Employees on such leave may continue to participate in the group insurance coverage at their own expense.

Leaves Without Pay:

Leaves of absence without pay shall be granted upon application in cases of extreme personal hardship such as, but not limited to, extended illness of the employee, illness of a member of the immediate family, or other reasons, upon recommendation of the Superintendent and subject to the approval of the Board.

Sick Leave Severance Pay:

Upon termination of employment in good standing, with a minimum of fifteen (15) years of continuous service with the Colchester Public Schools nurses shall receive twenty-five (25%) percent of all accumulated unused sick days based on salary at the time of severance. This benefit shall not be available to employees hired on or after July 1, 1999.

Family and Medical Leave Act:

The provisions of the Family and Medical Leave Act shall apply to members of the bargaining unit and any time of leaves by this agreement that are covered by this Act shall run concurrent with any leave entitlement under the Family and Medical Leave Act.

ARTICLE VI
SENIORITY

- A. School nurses will have system wide seniority, based upon the length of service with the Colchester School System.

- B. Layoffs:

In the event layoffs, school nurses with the least seniority shall be laid off first. If seniority is the same for two employees, the decision as to which one is retained will be made by the Superintendent based upon the qualifications of the employee to perform the duties.

All employees who have been laid off will be placed on a recall list for two (2) years and must be before any new people can be hired to fill the vacant positions. Notification of recall shall be mailed, return receipt requested, to the last address given by the employee. If the laid off employee refuses the offer or does not respond to a notification of recall issued by the Board within fifteen (15) days, then that employee relinquishes all rights to recall.

- C. Nursing personnel presently working on a part-time basis (less than twenty (20) hours per week) shall be given preference for full-time vacancies, provided that they are qualified to perform the job responsibilities as determined by the Superintendent.

ARTICLE VII
PERSONNEL FILES

Official employee files shall be maintained in accordance with the following procedures:

- A. Administrators will be encouraged to place in the file information of a positive nature indicating special competencies, achievements, performances or contributions of a civic nature. All material received from and signed by responsible sources concerning an employee's conduct, service or character may be placed in the file. No anonymous letters or materials shall be placed in an employee's personnel folder. The employee shall be notified in advance of the placement of any critical material in his/her file by being provided with a copy of such material with the notation, "cc: Personnel File." Employees have the right to respond by addenda affixed to such critical material.
- B. The employee shall upon request be given the opportunity to review the contents (with the exception of references) of his or her file. Reasonable requests for review shall not be withheld. It shall be the responsibility of the central administration, when requested, to arrange a convenient appointment with each employee which will enable that employee to

have ample time to fully review any and all documents in his or her file with the exception of pre-employment records and references, in the presence of an administrator or his or her designee.

- C. The employee has the right to reply to any document with a formal letter addressed to the Superintendent of Schools. This letter will be placed in the file.
- D. The employee shall be permitted to copy materials in his/her file.

ARTICLE VIII

GRIEVANCE PROCEDURE

Definitions:

- A. A "grievance" shall mean a complaint by a grievant that there has been a violation, misinterpretation or misapplication of the provisions of this contract.
- B. As used in this Article the term "grievant" shall mean either (1) an individual employee or (2) a group of employees having the same grievance, or (3) the Union.
- C. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, solutions to any problems which may arise.
- D. No reprisals of any kind shall be taken by any member of the Board or Administration against any participant in the grievance procedure by reason of such participation.

Procedures:

A grievant and a Union Representative (if the grievant so desires) shall first discuss the grievance with their school principal.

- STEP I If the matter is not satisfactorily adjusted within five (5) school days, the grievant shall submit it in writing within five (5) school days to the principal. Such written grievance must be filed within ten (10) school days of the date that the grievant should have been logically aware of the act or circumstances giving rise to the grievance, except that an extension shall be granted if mutually agreed-upon and reduced to writing. The administrative supervisor shall meet with the grievant and a Union representative and must render his/her decision in writing, with copies to the grievant and the Union, within five (5) school days of the written submission to his/her by the grievant.
- STEP II Failing satisfactory settlement within such time limit, the grievant may within five (5) school days appeal in writing to the Superintendent, and such writing shall set

forth specifically the basis of the grievance. The Superintendent or his/her designee shall meet with the grievant and a Union representative within five (5) school days of receipt by him/her of such appeal and shall give his/her decision in writing to the grievant and the Union within five (5) school days of such meeting.

STEP III Board Level Grievance

Failing satisfactory settlement within such time limit, the grievant may, within five (5) school days, appeal in writing to the Board of Education. The Board shall hold a hearing with the employee within twenty (20) school days of the receipt of the written grievance and render a decision in writing within ten (10) school days of the hearing.

STEP IV Arbitration

- A. If the decision of the Board does not resolve the grievance to the satisfaction of the Union, it may submit the grievance to the American Arbitration Association, in accordance with applicable administrative procedures, practices, and rules. Whether or not previously indicated at earlier steps, the provisions of the contract which are involved shall be identified in the submission.
- B. Notice of intention to submit to arbitration under subsection A. above, must be in writing addressed to the Superintendent of Schools, and submission to arbitration must be made no later than fifteen (15) school days following receipt of the Superintendent's decision.
- C. The arbitrator shall hear and decide only one grievance in each case unless otherwise agreed to by the parties. He/She shall be bound by and must comply with all the terms of the contract. He/She shall have no power to add to, delete from, or modify in any way any of the provisions of this contract.
- D. With respect to grievances involving a violation, misinterpretation or misapplication of the provisions of this contract, the arbitrator's decision shall be final and binding.
- E. Fees and expenses of the arbitrator shall be borne equally by the Board and the Union.

General Provisions:

- A. A grievant may be represented at steps one through three of the grievance procedure by any person of his/her choice provided, however, that such person shall not be an official or a representative of any other employee organization. When a grievant is not represented by the Union, the Union shall have the right to be present and to state its views at all steps of the grievance.

- B. Nothing contained herein shall be construed to prevent any individual employee from informally discussing a complaint with his/her immediate superior.
- C. Meetings held under this procedure shall generally be conducted on non-school time at a place which will afford a fair and reasonable opportunity for all persons proper to be present and to be heard. If, at the option of the Board, hearings are held during school hours, persons required to be present shall be excused without loss of pay.
- D. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- E. During the summer recess all days as noted above shall mean days the Board of Education Central Office is open. In addition, during the summer recess a written grievance must be filed within twenty (20) days of the date that the grievant should have been logically aware of the act or circumstances giving rise to the grievance.

ARTICLE IX

UNION RIGHTS

A. Information to the Union:

- 1. The parties shall make available to each other upon request any and all information, statistics and records which are relevant or necessary for the proper enforcement and implementation of the terms of this Agreement or for negotiating a successor agreement, to the extent to which such material is available or is reasonably obtainable, except for information which is legally privileged. A copy of the public agenda of the regular board meeting shall be available to the official Union representative to the Board, through posting on the district's website.

Minutes of Board meetings shall be made available to the official Union representative electronically, through posting on the district's website.

B. Copies of Agreement:

The Board agrees to post the collective bargaining agreement on its website.

C. School Visitations:

The Board shall permit the Union representative, with the permission of the principal or, in his/her absence, the person in charge of the school, to visit the schools for any purpose relating to the terms and conditions of this Agreement. This permission shall not be unduly withheld. Any such visits shall be conducted in accordance with the school district's visitors' policy and procedures. If conferences with members of the bargaining unit are

necessary, they shall be scheduled outside of working hours or on scheduled breaks so as not to interfere with the duties and responsibilities of the school employee(s).

D. Dues Deduction and Agency Fee:

1. The Board agrees that, upon submission of a dues checkoff card for payroll deduction of his/her Union membership dues, the proper deduction will be made each month from the employee's salary and forwarded to the Union monthly. Upon the payment thereof to the Union the Board shall be held free and harmless from any liability in handling such Union dues and may require a release from the Union.
2. All employees shall, as a condition of continued employment, join the Union or pay to the Union a representation fee, which is equal to or less than the employee's proportionate share of the cost of collective bargaining, contract administration and grievance adjustment.
3. The Board shall deduct the amount certified by the Union as the annual dues or representation fee from the pay of each employee in equal semi-monthly installments. All such deductions shall be remitted to the Union by the fifteenth (15th) day of the month for which the deduction is made. Employees on leaves of absence must make suitable arrangements in advance of such leave to pay the representation fee or Union dues directly to the Union.
4. Payments for new employees shall commence within thirty (30) days following the effective date of employment.
5. The Union shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of, or be by reason of, actions taken against the Board as a result of administration of the provisions of this section.

ARTICLE X
CONDITIONS OF EMPLOYMENT

Prior to making any changes in the terms and conditions of employment, the Board shall negotiate such changes with the Union in accordance with law.

ARTICLE XI
FRINGE BENEFITS

- A. Each employee will receive information pertaining to all applicable insurance policies and contracts. Copies of the insurance policies and contracts are also available on request. Employees will receive the insurance coverage as listed below.

The Board shall provide the following coverage, subject to the conditions herein stated, to all eligible employees as described above. Employees hired on or before June 30, 2016 shall have the option to select medical insurance coverage as described below under section 1 or 2. Enrollment in the PPO is limited to employees enrolled in the PPO on the date of ratification of the 2016-2019 contract. Employees hired on or after July 1, 2016 shall be offered the HDHP option only.

1. The Century Preferred Provider Plan as outlined in summary form in Appendix A with the employee paying nineteen percent (19%) of premium by automatic payroll deductions, for the period July 1, 2016 through June 30, 2017. Effective July 1, 2017, the employee shall pay nineteen and one-half percent (19.5%) and effective July 1, 2018, the employee shall pay twenty percent (20%). Employees hired on or after July 1, 2016 shall not be eligible to enroll in the PPO plan.
2. The High Deductible Health Care Plan (HDHP) as outlined in Appendix B with the employee paying four percent (4%) less of premium than that paid for the PPO plan for the premium by automatic payroll deductions (e.g. for the period July 1, 2016 through June 30, 2017 the employee premium contribution shall be fifteen percent (15%), for 2017-2018 fifteen and one-half percent (15.5%) and for 2018-2019 sixteen percent (16%)).

The Board shall provide prescription drug with family coverage for employees through the applicable formulary, with employee retail co-payments of \$10/\$25/\$40 (generic/preferred brand/non-preferred brand) and mail order co-payments of \$10/\$50/\$80 (generic/preferred brand/non-preferred brand) for a 90 day supply.

3. The following Vision Care Rider, with family coverage is provided to the employee with the same premium share as noted in Section A1, hereinabove. Coverage is provided according to policy schedule:
 - a. Visual examination, including refractions.
 - b. Lens, including coverage for:
 - (1) Single lenses
 - (2) Bi-focal lenses
 - (3) Tri-focal lenses
 - (4) Contact lense(s)
 - (5) Frames

4. The Board shall provide each member of the bargaining unit with family coverage the following dental coverage with the same premium share as noted in Section A1, hereinabove:
 - a. The Blue Cross/Blue Shield FLEX Plan for Dental Care as outlined in Appendix C which shall not have any deductible (first dollar coverage) for diagnostic/ preventative dental services which shall include, but not be limited to, oral examination, x-rays, simple extractions, emergency treatment, prophylaxis (cleaning), fluoride treatments, repair of dentures, fillings, and endodontics as described in the plan provided.
 - b. There will be a twenty-five dollars (\$25.00) per insured individual, per year front-end deductible for all other basic benefits covered by the FLEX Dental Plan.
 - c. Payments are to be based on reasonable and customary charges.
 - d. Dental coverage shall also include all Rider A benefits (inlays [not part of bridge], crowns [not part of bridge], space maintainers, oral surgery and apicoectomy) payable to eighty (80%) percent of reasonable and customary charges.
 - e. Dental coverage shall also include all Rider D benefits (orthodontist) payable at the rate of sixty (60%) percent of covered expenses until the insurance carrier has paid six hundred dollars (\$600.00) per insured individual under the age of 20; the six hundred dollars (\$600.00) is a lifetime maximum.
 - f. Insured/spouse and unmarried dependent child 19-24. For employees hired after July 1, 2004, dependents over nineteen must also be full-time students. The conditions set forth in this subsection shall not replace any conditions set forth under applicable state or federal law.
 - g. Coverage will be limited to a maximum benefit of \$2,000 per person per calendar year for Diagnostic & Preventive and Basic services as outlined in Appendix C.
- B. All members of the bargaining unit who retire after twenty (20) years' service in Colchester shall be allowed to buy any of the coverages offered to active employees within the bargaining unit at the Group Rate under the Group Policies of the Board at their own expense. Provisions of this coverage are to be determined by the terms and conditions of the individual insurance companies and/or plan administrators.

- C. The Board may substitute insurance carriers as it sees fit so long as the new carrier provides reasonably comparable coverage and administration. The agreement of the Union must be obtained in writing before a carrier is changed by the Board. The Agreement of the Union shall not be unreasonably withheld. Disputes as to comparability are to be resolved forthwith by final and binding arbitration before a mutually agreeable arbitrator experienced in matters of insurance coverage.
- D. Any employee who elects to waive medical insurance benefits will receive a cash settlement as follows:

Individual	- \$535
One/One	- \$1,130
Family	- \$1,500

This settlement will be prorated on a monthly basis if the employee leaves the school system prior to the end of the fiscal year. An employee who elects to waive medical insurance coverage may re-elect to have the insurance coverage at any time. In such a case, the cash settlement will be prorated on a monthly basis. Even though this option is elected by an employee, an employee shall still enjoy the benefits found in paragraph E of this Article. The Board reserves the right to terminate this waiver provision. Should the Board decide to eliminate this waiver payment provision, the Board shall give members of the bargaining unit written notification before May 1 prior to the fiscal year in which termination shall be effective. Notwithstanding the foregoing, unit members who were receiving a waiver payment on July 1, 1999 shall have the right to continue to participate in this waiver provision.

- E. All bargaining unit members receiving insurance under paragraph A shall receive Twenty-Thousand (\$20,000) Dollars in life insurance.
- F. The Board shall implement and maintain a Section 125 Salary Reduction Agreement which will be designed to permit exclusion from taxable income of the employee's share of health and life insurance premiums. The Board makes no representation or guarantees as to the initial or continued viability of such a salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Union or any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the salary reduction agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

ARTICLE XII
SAVINGS CLAUSE

1. If any provision of this Agreement is, or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substituted action shall be subject to appropriate consultation and negotiation with the Union.
2. In the event that any provision of this Agreement is, or shall at any time be contrary to law, all provisions of this Agreement shall continue in effect.

ARTICLE XIII
MISCELLANEOUS

- A.
 1. Each school nurse may be allowed time for planned professional growth with the approval of the administration without loss of salary.
 2. Nurses requesting such leave shall make such request at least two (2) weeks in advance.
 3. The Board of Education shall reimburse expenses which are approved at least one day in advance by the building principal.
- B. Any employee required by the Board to use his/her personal automobile in the discharge of his/her job duties, shall be reimbursed for his/her mileage at the I.R.S. approved rate.
- C. The Union shall not instigate, support or condone any strike, slowdown or interference with the orderly operation of the school system.
- D. The Board shall reimburse any member of the bargaining unit for the cost (tuition, materials) of specialized training as the Board may require.
- E. The Board shall promptly reimburse employees for any liability insurance that covers licensure proceedings paid for by the employee upon receipt of proof of purchase each school year up to \$100 per year.
- F. Subject to budgetary limitations and with the prior approval of the Superintendent, employees shall be promptly reimbursed for the cost of any seminar, conferences or similar event and reasonable expenses toward attendance of such event directly related to the nursing profession up to five hundred dollars (\$500) per school year. Employees shall be compensated at the appropriate hourly rate for all hours worked while in attendance during regular working hours.

ARTICLE XIV
MATTERS NOT COVERED

With regard to the matters not covered by this Agreement, the Board agrees to make no changes in existing policy that would affect hours, wages or other conditions of employment without prior consultation with the Union, except that unilateral change in major terms and conditions of employment (i.e. mandatory subjects of bargaining) shall require negotiations between the parties.

ARTICLE XV
DURATION

- A. This Agreement shall be effective July 1, 2016 and shall remain in effect through June 30, 2019.
- B. This Agreement shall constitute the full and complete agreement between the parties, and neither party shall be obligated during its term to negotiate on any item, except by mutual written consent, whether it is covered by this Agreement or not.

ARTICLE XVI
PENSION DEDUCTION

- A. The Board shall establish a retirement plan either similar to or part of the Town of Colchester plan. The Plan is a Section 457/individual I.R.A. plan, as set out below. The key provisions of the plan are set out below for informational purposes. The Plan shall be as set out in the Plan documents, which shall be controlling, and which are available to unit members upon request.
- B. The Board will contribute 4% of base (not including overtime or longevity) pay. Employees may contribute into the Retirement Plan in accordance with limits established under federal law. The employee can withdraw the Board portion contributed to their Individual Retirement Account, as well as their own contribution, at any time, but if it is before retirement or under the age of 59 ½ years, in accordance with law, such withdrawal will be included as part of his/her income, and it will be subject to substantial penalties, such as a 6 month loss on interest, and at least a 10% payment to the IRS. If the account is closed completely, the employee shall be excluded as a participant in the future. Yield interest shall fluctuate up or down, pending on the current rate of interest. The Board contribution shall be made to the employee's Section 457/ individual I.R.A. Account through payroll deduction in accordance with law.
- C. Upon request of a unit member, the Board shall deduct from the member's salary any amount designated for a pension or retirement plan. The Board shall forward such monies

to the designated pension or retirement plan. It is understood that such deduction be in equal amounts for each pay period and extend over at least three months before the member may make a change.

ARTICLE XVII **LONGEVITY**

Members of the bargaining unit shall receive longevity stipends as follows:

10 - 15 years of continuous service - \$250
15 - 20 years of continuous service - \$350
20 plus years of continuous service - \$450

This benefit will be paid to unit members in the payroll following their anniversary date. This benefit shall be limited to employees hired prior to July 1, 1999.

ARTICLE XVIII **SALARY SCHEDULES**

Work Day: 7.5 hrs	STEP	2016-17	2017-18	2018-19
Nurse	1	\$45,200.47	\$46,217.48	\$47,257.37
	2	\$47,306.57	\$48,370.97	\$49,459.32
	3	\$49,412.60	\$50,524.38	\$51,661.18
	4	\$52,551.60	\$53,734.01	\$54,943.03

The parties agreed to 2.5% increase year one, a 2.25% increase year two and a 2.25% increase in year three. At ratification, all nurses were on the top step.

Nurse Supervisor Stipend -- \$5,000 each year.

Initial step placement of bargaining unit members shall be determined by the Superintendent, provided that new employees shall not be placed higher than existing employees who have demonstrated similar experience and skill levels.

All bargaining unit members not on the maximum step shall move one step each year of the Agreement.

SIGNATURE PAGE

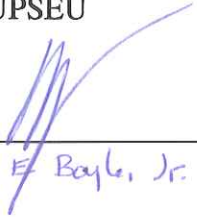
COLCHESTER BOARD OF EDUCATION

Date 5/17/16

By: 

COLCHESTER BOARD OF EDUCATION NURSES, UPSEU

Date 6/6/16

By: 
Ken F. Boyle, Jr. UPSEU President

APPENDIX A
INSURANCE PROGRAMS

Blue Cross/Blue Shield Century Preferred Provider Plan:

Following are some of the co-pay, deductible, and coverage features of the PPO Plan

<u>Benefit</u>	<u>In Network</u>	<u>Out of Network</u>
Deductible & Co-Insurance	N/A	Deductible: \$1,500/\$3,000/\$4,500 Co-Insurance: 80 % Out of pocket max: \$6,000/12,000/18,000
Inpatient Hospital Services	\$300 per admission	Covered at 80% Deductible & Coins.
Outpatient Hospital Services	\$100 co-pay	Covered at 80% Deductible & Coins.
Inpatient Mental and Substance Abuse	\$300 per admission	Covered at 80% Deductible & Coins.
Substance Abuse Inpatient	\$300 per admission	Covered at 80% Deductible & Coins.
Emergency Care Emergency Room Visits	\$175 co-pay	\$175 co-pay
Walk in Care (Walk in Center or Physician's Office)	\$30 co-pay	Covered at 80% Deductible & Coins.
Ambulance Unlimited per trip for Land \$4,000 per trip for Air	No co-pay	Paid as In-Network Service
Physician Services Medical Care	\$30 co-pay	Covered at 80% Deductible & Coins.
Specialist Services Medical Care	\$40 co-pay	Covered at 80% Deductible & Coins.

<u>Benefit</u>	<u>In Network</u>	<u>Out of Network</u>
Preventive Care Pediatric: (Well Child Care) (According to Age Base Schedule) Adult Physical Examinations: (According to Age Base Schedule) Gynecological: (1 per year) Mammography: Vision Exam: (1 vision exam and refraction every 2 cal. Years) Hearing Exam: (1 Hearing Exam ever 2 cal. Years)	\$0 co-pay	All Out of Network is Covered at 80% Deductible & Coins.
Outpatient Therapy Coverages Speech Therapy, OT, PT and Chiropractic Services	\$40 co-pay to max. 50 combined visits per medical condition per Cal Yr for In-network Services. Excess paid as out of network benefit.	Covered at 80% Deductible & Coinsurance with max. of 50 combined visits per year
High-Cost Diagnostic Services <i>prior authorization required</i>	\$100 co-pay	Covered at 80% Deductible & Coinsurance
Electroshock	\$40 co-pay	Covered at 80% Deductible & Coins.
Prescription Drug Benefits	\$10 generic, \$25 preferred brand, \$40 non- preferred brand; Unlimited max. 2 x retail for mail order	Covered at 80% Deductible & Coins.
Outpatient Mental Health & Substance Abuse	\$40 co-pay	Covered at 80% Deductible & Coins.
Home Health Aides	80 visits; case management	Covered at 80% above deductible to stop loss; 80 visits
Nursing & Therapeutic Services	200 visits (80 visits of which can be a Home Health Aide)	Covered at 50% above deductible to stop loss; up to 200 visits per year

<u>Benefit</u>	<u>In Network</u>	<u>Out of Network</u>
Skilled Nursing Facility (Up to 120 days per Calendar Year)	\$300 per admission	Covered at 80% Deductible & Coins.
Maternity Care Prenatal and Postnatal	\$40 co-pay first visit only	Covered at 80% Deductible & Coins.
Durable Medical Equipment Hearing Aid Coverage available for dependent children age 12 yrs and under with a max of \$1,000 within a 2 yr period.	Covered in full	Covered at 80% Deductible & Coins.
Hospice Care (inpatient) 60 days	\$300 per admission	Covered at 80% Deductible & Coins.
Penalty for failure to pre-certify Elective Hospital Admission, Partial Hospitalization or Day/Night Visit Programs or Certify a Medical Emergency within 2 business days	\$250 Hospital & 25 % Physician of (MAA) Max. Allowable Amount	\$250 Hospital & 25 % Physician of (MAA)
Eligibility	Insured/spouse and unmarried dependents to age 26.	Same

This insurance matrix appendix contains a summary and description of the PPO Plan. It is agreed and understood by the parties that the insurance description contained in this matrix are descriptive only and is not the insurance policy. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers and/or plan administrators.

APPENDIX B
INSURANCE PROGRAMS

HIGH DEDUCTIBLE HEALTH CARE PLAN:

(Following are some of the co-pay, deductible, and coverage features of the HDHP Plan)

BENEFIT

COST SHARES

In-Network services and Out-of-Network services and
Out-of-Network services subject to deductible and coinsurance.

No Referrals Required

Deductible: \$2,000 Individual, \$4,000 Two or More

In Network Coinsurance 100%

Lifetime Maximum In-Network - Unlimited

Out-of-Network Benefits

Coinsurance 80% / 20%

Out-of-pocket Maximum \$4,000 Individual, \$8,000 Two or More

Lifetime Maximum Out-of-Network - Unlimited

Only In-Network Benefits Illustrated Below

PREVENTIVE CARE

Annual

Pediatric

Covered 100% - Not Subject to Deductible

Adult

Covered 100% - Not subject to Deductible

Vision Exam

Covered 100% - Not Subject to Deductible

Hearing

Covered 100% - Not Subject to Deductible

Routine Gynecological

Covered 100% - Not Subject to Deductible

MEDICAL SERVICES

Medical Office Visit

100% after deductible

Outpatient - PT/OT

100% after deductible

Chiropractic

50 visits per calendar year

Add'l coverage after 50 visits subject to OON
deductible/coinsurance

Allergy Services

100% after deductible

Diagnostic Lab & X-ray

100% after deductible

BENEFIT**COST SHARES**

Surgery Fees 100% after deductible

Office Surgery 100% after deductible

Outpatient MH/SA 100% after deductible

**EMERGENCY
SERVICES**

Emergency Room 100% after deductible

Urgent Care Facility 100% after deductible

Ambulance 100% after deductible

INPATIENT HOSPITAL

Note: All hospital admissions require pre-cert

General/Medical & Surgical 100% after deductible

Ancillary Services
(Medication, Supplies) 100% after deductible

Psychiatric 100% after deductible

Substance Abuse/Detox Covered 100%

Rehabilitative 100% after deductible
Covered up to 100 days per calendar year.
Add'l coverage after 100 days subject to OON
deductible/coinsurance

Skilled Nursing Facility 100% after deductible
120 days per calendar year

Hospice 100% after deductible

**OUTPATIENT
HOSPITAL**

Outpatient Surgery 100% after deductible
Facility Charges

Diagnostic Lab & X-ray 100% after deductible

Pre-Admission Testing 100% after deductible

BENEFIT**COST SHARES****OTHER SERVICES**

Durable Medical Equipment	100% after deductible
Prosthetics	100% after deductible
Home Health Care	100% after deductible 200 visits per calendar year.
Infertility Services	100% after deductible
Prescription Drugs	After deductible is met: 2 x retail for mail order / \$10 generic, \$25 preferred brand, \$40 non- preferred brand; Unlimited max.

The Board will contribute fifty percent (50%) of the applicable HDHP deductible amount. The Board's contribution toward the HDHP deductible will be deposited into the HSA accounts with the payroll dates of the contract year. The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HDHP deductible for individuals upon their separation from employment.

This insurance matrix appendix contains a summary and description of the HDHP Plan. It is agreed and understood by the parties that the insurance description contained in this matrix are descriptive only and is not the insurance policy. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers and/or plan administrators.

APPENDIX C
INSURANCE PROGRAMS

DENTAL INSURANCE

Benefit	
Individual Deductible: Family Deductible: Lifetime maximum:	\$25 (applies to Basic Services and Major Services only) \$75 (applies to Basic Services and Major Services only) \$600 per member per lifetime for Category 3 All other categories are subject to a maximum of \$2,000 per person per calendar year. Insured/spouse and unmarried dependents to age 25. For employees hired after July 1, 2004, dependents over 19 must also be full-time students
<p style="text-align: center;"><u>Diagnostic and Preventive Services</u></p> Initial and periodic oral exams and cleanings Topical application of fluoride Space maintainers X-rays Emergency Treatment Prophylaxis Space Maintainers	Payable at 100% of usual, customary and reasonable charges at participating dentists.
<p style="text-align: center;"><u>Basic Services</u></p> Fillings Root Canals Stainless steel crowns Extractions Oral Surgery Repair and relining of dentures Apicoectomy Inlays 1/tooth/5 years Onlays 1/tooth/5 years Crowns 1/tooth/5 years	Payable at 80% of usual, customary and reasonable charges at participating dentists.
<p style="text-align: center;"><u>Major Services</u></p> Orthodontics	Payable at 60% of usual, customary and reasonable charges at participating dentists (to age 19) - \$600 lifetime maximum

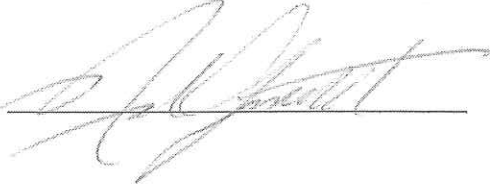
MEMORANDUM OF AGREEMENT

In the recently-concluded negotiations, the Colchester Board of Education and the Colchester Board of Education Nurses reached the following agreement:

The parties recognize that on rare occasion matters of pressing personal concern may arise during the work day that may be addressed in a period of approximately an hour. With the prior approval of the Superintendent or her/his designee, the affected nurse may be briefly excused from duty to attend to such concerns, provided that arrangements are made so that appropriate coverage can be provided without imposing additional costs on the Board. In such cases, the affected nurse need not take personal leave and her/his personal leave accrual will not be charged.

COLCHESTER BOARD OF
EDUCATION

By



COLCHESTER BOARD OF EDUCATION
NURSES, UPSEU

By

