

AGREEMENT

BETWEEN

THE MANCHESTER BOARD OF EDUCATION

AND

THE MANCHESTER SCHOOL NURSES ASSOCIATION

CSEA, Local 2001, SEIU

Covering the Period

July 1, 2019

to

June 30, 2023

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THE MANCHESTER BOARD OF EDUCATION
AND
MANCHESTER SCHOOL NURSES ASSOCIATION OF
CSEA, Local 2001, SEIU

THIS AGREEMENT IS MADE AND ENTERED INTO as of the 1st day of July, 2019 by and between the MANCHESTER BOARD OF EDUCATION (the "Board") and the CSEA, LOCAL 2001, SEIU.

ARTICLE I - RECOGNITION

The Manchester Board of Education recognizes and certifies CSEA, Inc., SEIU LOCAL 2001 for the purposes of professional negotiations as the exclusive representative for all Manchester School Nurses for the purpose of and with the rights and privileges as provided by Chapter 113 of the Connecticut General Statutes

The position of the Head Nurse is removed from the bargaining unit of the Union. A new position is created outside the Union, known as the Coordinator of School Health, and all duties, benefits and salary will be negotiated between the individual in that position and the Board. The Union will not represent the Coordinator of School Health, nor will the individual in that position pay dues to the Union.

Definitions

1. As used in this Agreement, the term "the Board" shall mean the Manchester Board of Education or its designee(s).
2. As used in this Agreement, the term "Superintendent" shall mean the Superintendent of Schools or the Superintendent's designee(s).
3. As used in this Agreement, the term "days" shall mean business days on which the Board's Central Office is open. .
4. For the purposes of probation, bumping, layoff and promotion: "Seniority" shall be defined as an employee's continuous length of service with the Board from the employee's most recent date of hire in a position within the nurses' bargaining unit. All paid authorized leaves shall be included.

5. For the purposes of sick leave payment upon retirement, longevity and retiree insurance under this Agreement, an employee's continuous prior service in a position with the Board outside the nurses' bargaining unit, immediately preceding the employee's date of hire in a position within the nurses' bargaining unit, will count in determining eligibility for such benefits in this Agreement, provided that the employee was eligible for such benefits during such prior service.

ARTICLE II - PAYROLL DEDUCTIONS

1. The Board agrees to deduct from the paycheck of each employee who is a member of the Union and who has voluntarily signed an authorized payroll deduction card prior to, or subsequent to, the effective date of this Agreement a sum certified in writing by the Secretary, or other authorized official of the Union as the amount for monthly union dues. These deductions shall be made on dates agreed to by the Board and the Union and sent directly to the Union office, 760 Capitol Avenue, Hartford, CT 06106.
2. The Board agrees to deduct from the salaries of its employees dues for professional organization memberships in accordance with procedures established in cooperation with the Central Office. Other payroll deductions may be provided for, as agreed in cooperation with the Central Office.
3. Employees who have authorized Union dues deductions and who are not eligible to receive pay on a scheduled date for such deductions shall be subjected to a double deduction on the next scheduled date thereof.
4. All employees must participate in Direct Deposit.
5. The Union agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits, or other forms of liability that shall, or may, arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this article.

ARTICLE III - BOARD RIGHTS AND EMPLOYEE RIGHTS

1. The parties agree that the Board retains all rights it had prior to the signing of this Agreement, except as such rights, whether exercised or not, which have been specifically relinquished or abridged in this Agreement. Unless expressly limited or relinquished herein by a specific section of this Agreement, the rights, power and authority held by the Board and any of its departments pursuant to any Charter, general or specific statute, ordinance, regulation or other lawful provision over matters involving the Manchester Public Schools, and the complete operational control over the policies, practices, procedures and regulations with respect to its employees shall remain vested solely and exclusively with the Board including, but not limited to those rights provided by Conn. Gen. Stat. 10-220 and the following:

- a. To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.
 - b. 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.
 - c. To discontinue processes or operations or to discontinue their performance by employees.
 - d. To select and to determine the number and types of employees required to perform the Board's operations, and to create, modify and/or eliminate positions accordingly.
 - e. To employ, transfer, promote or demote employees, or to lay off, furlough, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons.
 - f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. Nothing in the preceding sentence shall be construed to prevent the Board from taking disciplinary action against an employee for conduct not prohibited by a specific rule or regulation if the employee should reasonably have known that such conduct was improper.
 - g. To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rates.
 - h. To determine the work year, work day and work schedules for employees.
2. The parties further agree that the employees retain all rights they had prior to the signing of this Agreement, except as such rights, whether exercised or not, which have been specifically relinquished or abridged in this Agreement.

ARTICLE IV - HOURS OF WORK AND CONDITIONS OF WORK

1. School nurses' contracted year shall consist of the student school year plus professional development days, for a total of 187 days per year.

It is expected that all school nurses assigned to non-public schools will report to work, under the direction of the Coordinator of School Health Services, on those days that the non-public school calendar does not match the Manchester Public Schools' calendar.

By mutual agreement, a school nurse may work additional days, beyond their contracted year, prior to the start and/or end of the student school year. A per diem compensation of the employee's salary will be paid for any additional days worked.

2. The nurses' normal workday shall be seven and one-half hours, inclusive of a one-half hour paid lunch and an additional 15-minute duty-free break. Specific starting and ending times will be determined by the building administrator, nursing supervisor and the nurse assigned to the building. Part-timers' work shall be pro-rated in proportion to thirty-seven and one half (37.5) hours.
3. In arranging schedules for the school nurses responsible for more than one school, an effort will be made to minimize the amount of interschool travel, and equalize the caseload. Such nurses will be notified of any changes in assigned schedules as soon as possible. It is agreed that it is a desirable standard that, to the extent possible within the available funds, a nurse be assigned to no more than one school. However, if a nurse is, in fact, assigned a second school, the Administration must first notify the Union and afford the school nurses an opportunity to discuss the assignment. Provisions of this article are not subject to the grievance procedure.
4. Manchester Public Schools does not discriminate in any employment practice on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, disability (including, but not limited to, intellectual disability, past or present history of mental disorder, physical disability or learning disability), genetic information, or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws. Manchester Public Schools does not unlawfully discriminate in employment and licensing against qualified persons with a prior criminal conviction.
5. Unless a greater rate is provided for by the terms of this Agreement, premium overtime, which is defined to mean payment of one and one-half (1-1/2) times the employee's straight time hourly rate, shall be paid to full-time and part-time employees for each hour, or portion thereof, worked in a work week in excess of thirty-seven and one-half (37.5) hours or for each hour, or portion thereof, worked in any day in excess of seven and one-half (7.5) hours.
6. On late opening days, nurses shall report for work fifteen (15) minutes prior to the opening time for that day. On half-day sessions or early closings, nurses shall remain fifteen (15) minutes after dismissal.
7. Employees shall be offered influenza vaccines at no cost.
8. On Professional Development Days, the Coordinator for School Health will provide appropriate health-related in-service training. It is understood that building principals may require all staff to be present for portions of other in-service training.
9. Nurses shall be reimbursed for Professional Development, i.e., conferences, seminars, and other work related courses up to a maximum of one hundred fifty dollars (\$150.00)

per school year. Attendance at such programs must be approved in advance by the Coordinator of School Health. Release time for Professional Development will be governed by the availability of substitute nurses.

10. Presentation by nurses during a staff development day: Nurses will not be compensated for their presentation itself; however, they will be compensated for their preparation time at the ratio of two (2) hours of prep time for each hour of presentation time at the rate of twenty dollars (\$20.00) an hour.
11. Elementary nurses shall be provided a thirty (30) minute prep time to be designated by the nurse, the administrator and the Coordinator of School Health Services. The nurse will remain in the building and respond to emergencies. The building principal will inform building staff accordingly.
12. In the event an Administrator requests a nurse to accompany students on an extended field trip that includes providing overnight(s), the following would apply:

The building nurse will receive a request in writing from the Administrator outlining the dates and times of the trip and requesting his/her services. The nurse will respond in writing to Administration with his/her availability to participate in the trip. A copy of this response will be forwarded to the Coordinator of School Health.

In the event the building nurse is unable or unwilling to attend the trip, the Coordinator of School Health will work with Administration and offer a Manchester school nurse or Manchester substitute school nurse the opportunity to attend the trip.

The nurse attending the trip will complete the appropriate time sheet to account for hours worked following his/her contractual hours and submit the time sheet to the building Administrator.

ARTICLE V - TRANSFERRALS OR REASSIGNMENTS

1. An up-to-date listing of new and open positions shall be published via email for at least 5 (five) days and posted in each school during the school year and in the Central Office during the summer vacation period. Additionally, new or open positions, that are not filled internally, will be listed on the Manchester Public Schools' website.

Public announcement or advertisement of any new or open position will run concurrently with internal postings, but any qualified employee, who applies within the stated timelines, will have absolute preference for being hired over an external candidate.

2. To the extent possible, reassignment at the elementary and secondary level shall be voluntary. Changes in assignment that are not voluntary shall be to a comparable position, if possible, and shall not be effected without a prior personal conference between the school nurse involved and the Superintendent of Schools or his/her

designee. The school nurse shall be notified of the reason for transfer and confirmation of the same shall be in writing. Involuntary assignments or transfers shall be subject to the grievance procedure to the extent that there has been a violation of the above procedural requirement.

3. A change in regular assignments shall be handled by the Superintendent or designee in consultation with the Coordinator for School Health.
4. When a new school is opened, or a nursing position becomes available and it becomes necessary to transfer nurses from one or more schools, transfer decisions will be made by the school principals, Central Office administration and the Coordinator for School Health.
5. Within seven (7) calendar days after a published position has been filled, the Superintendent or his/her designee shall inform other applicants in the Manchester School System in writing to that effect.
6. Probationary Period: All new employees shall be subject to a probationary period of three (3) months and shall have no seniority rights or recourse for grievance during this period, but shall be subject to all other provisions of the Agreement. During such probationary period, it shall be the responsibility of the Coordinator for School Health, in consultation with the building administrator, to evaluate performance and, if deemed unsatisfactory, issue a recommendation to the Superintendent of termination.

ARTICLE VI – LEAVES

1. SICK LEAVE

- A. Nurses shall be granted annually fifteen (15) sick leave days, with full pay.
- B. Nurses who work less than a full day shall be granted sick leave days prorated according to the fraction of the time for which they are employed.
- C. Anyone with 184 or more accumulated sick leave days as of July 1, 2001 will be allowed to keep those sick leave days. All other employees will be allowed to accumulate only up to 184 sick leave days.
- D. For absences for sickness beyond earned sick days, employees will receive no salary, unless the employee receives approval from the Union and the Superintendent to use the sick bank. Health insurance will be provided under the guidelines of the Family Medical Leave Act (F.M.L.A.) for leaves under that Act.
- E. In the event of a serious health condition (as defined by F.M.L.A.) of the employee or the employee's spouse, parent or child, the Board of Education will follow federal F.M.L.A. guidelines. In addition, if a nurse is eligible for federal F.M.L.A. to provide necessary care for the employee's spouse, parent or child, the nurse may

use accumulated sick leave for up to 10 (ten) days for such leave. Additional sick leave for such purpose may be granted by the Superintendent or his/he designee.

- F. All employees hired on or after July 1, 1998 will receive no compensation for accumulated sick leave payout upon retirement. Employees hired prior to July 1, 1998, and who have not yet accumulated 184 sick leave days as of July 1, 2001, will be eligible for compensation upon retirement in the amount of one-half their accumulated sick leave days, up to a maximum payout of 92 days. Current employees, hired prior to July 1, 1998 and who have accumulated over 184 days as of July 1, 2001, would be eligible for compensation upon retirement in the amount of one half the number of accumulated sick days, capped at a payout of 120 days.

For each eligible nurse who has reached the age of fifty-five (55) during the calendar year of retirement, the Board shall contribute the applicable compensation amount under the provision of this section into a 401(a) plan established by the Board. Such contribution into the 401(a) plan shall be mandatory for each such eligible retiring nurse. The Board shall make such contributions within sixty (60) days after the effective date of the nurse's retirement. For any eligible retiree who has not reached the age of fifty-five (55) as of the calendar year in which the nurse retires, the Board shall pay directly to the nurse the dollar amount applicable to such nurse for the payment for unused sick leave, with such amount to be determined in accordance with the provisions of this contract section. Such payments shall be made within the same period applicable to 401(a) contributions under the provisions of this section.

- G. In the event of five (5) consecutive days or longer of absence due to illness, the Superintendent or his/her designee may request the filing of a doctor's certificate. The Board shall comply with all Family Medical Leave Act (F.M.L.A.) requirements. The Superintendent may, if he/she has reasonable cause to believe that there is an abuse of sick leave policy, require an examination by an independent physician, such examination to be at the Board's expense.
- H. If any nurse is out due to long-term illness, the Board will hire a substitute for the duration of the employee's illness.
- I. Whenever a nurse is absent from work as a result of a work-related injury or occupational disease and becomes eligible for Workers' Compensation, he/she shall be paid his/her full salary for the period of such absence up to a maximum of one (1) year from the inception of the absence; in any case the absence shall not be charged to sick leave. Any amount of salary payable pursuant to this section shall be reduced by the amount of any Workers' Compensation Award for the period for which such salary is paid. The Board will continue to provide, in the same manner to any employee who suffers employment related injuries, or occupational disease, health insurance and life insurance coverage while the employee is eligible to receive or is receiving Workers' Compensation payments.

- J. Time spent at medical or dental appointments, which cannot be made at other than school times, shall be charged against sick leave on an hourly basis subject to approval by the Coordinator of School Health.

2. SICK LEAVE BANK

- a) The Sick Leave Bank shall be established to assist employees who, as a result of serious or extended illness or injury, have exhausted their accumulated sick leave.

In order to be eligible to participate in withdrawals from the Sick Leave Bank, an employee must meet the following criteria:

- 1) The employee or immediate family member must have a serious illness or extended injury, verified by the Sick Leave Committee. The Sick Leave Committee may require medical or other information to facilitate its ability to verify the employee's or immediate family member's illness or injury.
- 2) Such illness or injury has caused the employee to exhaust all of his/her accumulated sick leave days.
- 3) The days donated by each employee will be subtracted from his/her accumulated sick leave.
- 4) Employees may contribute up to two (2) days annually to the Sick Leave Bank.
- 5) Days contributed will not be returned to the employee in any form.
- 6) To be eligible, new employees and employees returning from leave may contribute one (1) or two (2) days immediately upon hiring or returning.
- 7) In order to apply for the benefits in the Sick Leave Bank, an employee must have contributed at least one (1) day by September 30 of each year. Such contribution is timely until the following September 29.

b) Procedure:

- 1) The eligible employee, as determined by the above criteria, must submit a letter to the Sick Leave Committee explaining how he/she meets the eligibility criteria and request permission to draw upon the Sick Leave Bank. The Sick Leave Committee shall consist of three (3) members of the bargaining unit and the Superintendent/designee. The Union President shall serve ex-officio.
- 2) The Sick Leave Committee shall, within fifteen (15) days of receipt of the letter, render a decision as to the use of the Sick Leave Bank days.
- 3) Sick Leave Bank days may not exceed thirty-five (35) for any one application. If the employee's illness or injury extends beyond the number of Sick Leave Bank

days granted, he/she may apply for additional days. The cumulative grant of Sick Leave Bank days over the course of an employee's total employment with the Board shall not exceed ninety (90) Sick Leave Bank days.

- 4) Unused granted days will be returned to the Sick Leave Bank at the end of the school year.
- 5) The decisions of the Sick Leave Committee are final and are not subject to the grievance procedure.
- 6) The Sick Leave Committee shall be responsible for keeping records regarding contributions to and withdrawals from the Sick Leave Bank and shall advise the Superintendent or his/her designee of days contributed by individual staff members.
- 7) The Superintendent or his/her designee shall adjust records to reflect transfer of days between individual employees and the Sick Leave Bank.
- 8) In no case shall any sick days contributed to or received from the Sick Leave Bank be included in calculating any employee's compensation for unused sick leave upon retirement under Article VI, Section F of this Agreement.
- 9) The Union agrees to save the Sick Leave Committee and the Board of Education and all of its members, employees and/or agents harmless from any and all claims, lawsuits, damages, attorneys' fees and/or liability of any kind arising out of the operation of the Sick Leave Bank.

3. OTHER LEAVES OF ABSENCE

A. PERSONAL LEAVE

Leaves of absence with pay and not chargeable against the employee's sick leave allowance shall be granted, subject to application to the immediate supervisor and with the formal approval of the Superintendent or designee.

The nurse submits a "Request to be Absent Form" to the immediate supervisor at least 10 (ten) days in advance, except in the case of an emergency. All personal leave requests must be approved by the Superintendent or designee.

Personal leave will be charged on an hourly basis for a total maximum of four (4) days per school year to be used for discretionary reasons of the nurse.

The Superintendent and/or his/her designee is the only individual that can grant a personal day before or after a school holiday or vacation.

B. BEREAVEMENT LEAVE

A maximum of three (3) days for a death in the immediate family. Immediate family is defined as an employee's spouse (or person considered by the employee to be like a spouse), child, parent, sibling, grandparent, spouse's parent, child, sibling, or grandparent, or any other relative of the employee or employee's spouse who at the time of his/her death was domiciled in the employee's household. Additional days may be granted at the discretion of the Superintendent.

C. LEAVES WITHOUT PAY

- 1) Leaves of absence without pay may be granted by the Board for a limited, definite period not to exceed one year for the following reasons:
 - (a) For health reasons, upon advice of a physician.
 - (b) For the purpose of further study.
 - (c) Childrearing
 - (d) For personal reasons subject to the review and recommendation of the Superintendent.
- 2) Application for such leaves of absence must be made in writing and the leave is subject to approval by the Board. Any request for leave of absence for the following school year should be made prior to April 1.
- 3) Notwithstanding the foregoing, any nurse granted a leave may continue his/her group insurance benefits during such leave by reimbursing the Board for the cost of such benefits.
- 4) It is expected that, as far as possible, leaves will be so arranged as to begin or end at the close of a school year.

D. SHORT-TERM MATERNITY LEAVE

Any disability resulting from pregnancy shall be considered sickness for the purpose of this Agreement and the leave shall be deducted from the nurse's sick leave. All childbearing leave shall be in accordance with applicable state and federal law. It is understood that nurses disabled under the provisions of this article shall return to the school system at the end of the disability.

E. CHILDREARING

An employee may be granted a long-term leave of absence without pay for childbearing and/or childrearing. If such leave is granted, it shall commence immediately upon expiration of maternity related disability leave, if applicable, or otherwise on date of birth or adoption of the child. Such leave shall continue for a period not to exceed the remainder of the current school year plus one complete school year. In the event that any portion of such leave is covered by the federal Family Medical Leave Act, the provisions of the Act related to continuation of insurance benefits shall apply.

Upon return, if the employee returns within one year, the employee may return to his or her former position. If the leave is greater than one year, the employee may bump the least senior person in his or her classification.

F. PROFESSIONAL LEAVE

Employees may attend educational programs which are beneficial to the Board (conferences, seminars, and courses related to their present position) at the Board's expense without loss of pay by the employee, providing such absence does not interrupt the normal work schedule and such attendance is mutually agreed upon between the employee, the Coordinator of School Health, and the Superintendent.

The Administration will make every reasonable effort to grant the request of a bargaining unit member for released time, not to exceed ten (10) days, in order to fulfill the practicum requirement of an accredited degree program in Nursing or Allied Health. When possible, the employee will give the Administration a six (6) month notice prior to the first day of the leave. The Board reserves the right to limit the use of this leave opportunity to one Union member per semester. The nurse will be responsible for the cost of the substitute.

G. JURY DUTY

If a nurse is called to serve on jury duty she/he shall continue to receive her/his full salary uninterrupted during said call to jury duty. The nurse serving on jury duty shall remit to the Board the per diem, (but not reimbursed expenses), received for such jury duty.

H. UNION LEAVE

With advance approval of the Superintendent, when it is necessary for official representatives of the Union to engage in Union activities directly relating to the Union's duties as representatives of the nurses, they shall be given free time, without loss of pay, as is necessary to perform any such activities. The Union, and its officers, recognize and agree that this privilege should not be abused.

With advance approval from the Superintendent or his/her designee, one (1) Union official, or a member in good standing, shall be allowed to attend Union conferences, trainings, workshops and/or conventions, up to a maximum of four (4) each year, without loss of pay. Requests must be made in writing and at least two (2) weeks in advance.

ARTICLE VII - SALARIES

1. Salary payments to nurses for the school years covered by this Agreement will be made by direct deposit (except for the final paycheck for a nurse leaving the district) according

to the following schedule: nurses' salary payments must follow the regular Board of Education payroll schedule but in no circumstances will the first payment of the school year be later than the second Friday of the student school year. Payments will be as nearly equal in size as possible. Nurses may elect to receive salary payments in either 21 or 26 installments. Unpaid installments, when 26 have been indicated, will be paid at the end of the school year.

2. There will be longevity service recognition, with an increment paid to any nurse, hired prior to the date of ratification of this contract, with sufficient continuous service to the Board. Nurses hired on or after September 17, 2001 shall not be eligible for longevity increments.

Longevity increments will be paid as follows:

Years 10 through 14	\$250
Years 15 through 19	\$350
Years 20 through 24	\$450
Years 25 and greater	\$550

Longevity payments to be paid in a lump sum on the anniversary date of employment. No payment will be given for partial years of service.

3. All nurses whose work is satisfactory and are not at the maximum rate of the salary schedule, will advance one step on July 1st of each year in which Appendix B provides for step advancement. Service equivalent to ninety (90) school days or more during any school year shall be credited as a full year for wage purposes.

(1) Nurses who have a master's degree will receive an annual stipend of \$500. The stipend will begin in the year following receipt of the degree and Central Office being informed of receipt of the degree.

4. Nurses who have passed the national examination for certification as a National Certified School Nurse (N.C.S.N.) shall receive \$250 each year to be added to base salary.

ARTICLE VIII - TRAVEL ALLOWANCE

Employees who use a privately owned automobile for conducting Board business shall be reimbursed once a month for all mileage at the rate equivalent to that rate currently approved by the I.R.S.

ARTICLE IX – INSURANCE AND PENSION

Full-time employees (37.5 hours/week) and their spouses and dependents shall have provided to them the High deductible/HSA health insurance plan (“HSA Plan”).

The HSA plan will include the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/4,000	
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Co-insurance Maximum (individual/aggregate family)	N/A	\$3,000/\$6,000
Cost Share Maximum (individual/aggregate family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co- insurance limits
Prescription Drug Coverage	Treated as any other medical expense, subject to post-deductible drug co-payments as set forth below.	

Following exhaustion of the deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40 (retail), and a two times co-payment for mail order.

For each eligible full-time nurse, the Board will fund fifty percent (50%) of the applicable deductible amount. One-half of the Board's contribution toward the HSA plan deductible will be deposited into the HSA accounts in September, and the remaining one-half of the Board's contribution will be deposited into the HSA accounts in January. The Board's contribution toward the funding of the deductible shall not be deemed an element of the underlying insurance plan. Rather, the Board's contribution toward the funding of the deductible shall relate solely to the manner in which the deductible shall be funded for actively employed nurse. The Board shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.

Effective with the 2021-22 contract year, the Board will not process employee contributions into employees' Health Savings Accounts on a pre-tax basis, unless the Board and the Association mutually agree otherwise.

Health Reimbursement Account: A Health Reimbursement Account ("HRA") shall be made available for any nurse who is precluded from participating in a Health Savings Account ("HSA") because the nurse receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for nurses participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for nurses enrolled in the HSA. The Board shall have no responsibility for any administrative and/or monthly costs associated with the set-up and/or administration of the HRA.

- A. Insurance premium contributions: All employees shall pay a contribution towards the cost of the health benefits referred to above as follows, with the Manchester Board of Education paying the remaining portion:

Effective July 1, 2019	Effective July 1, 2020	Effective July 1, 2021	Effective July 1, 2022
16.0%	17.0%	18.0%	19.0%

The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided that the overall level of benefits, when considered as a whole, remains substantially equivalent to the overall level of benefits in effect immediately preceding any such change.

The Board will adopt an Internal Revenue Code Section 125 which allows nurses to pay insurance premium contributions with pre-tax dollars.

- B. Health insurance benefits will be provided to members of the bargaining unit whose spouses are also employed by the Board in accordance with state law.

Active nurses who fall under Article X Section 1 may voluntarily elect, subject to Section 125 of the Internal Revenue code, to waive all health insurance benefits.

- C. Full Service Dental Plan, including rider for unmarried children, with Plan same or similar to that provided by Delta Dental, with same or similar being defined as being defined as the benefits arrangements provided by an alternative health insurance benefit carrier being such that the size of the service network offered must be 85% of that currently offered. Dental riders A, B and C will be provided to employees at the group rate, provided the employee pays the full costs of such riders.

- D. Board will provide coverage of \$30,000 Group Life Insurance and Accidental Insurance, to be paid for by the Board with the option to increase coverage by \$10,000 additional insurance with the cost of said additional to be paid one-third (1/3) by the Board and two-thirds (2/3) by the nurse receiving the additional insurance.

- E. Upon the death of a nurse, the surviving spouse and covered dependents shall have the right to continue their health insurance coverage through the Board, at their own expense, to the extent required by law.

- F. Retirees: In order to qualify for retiree health insurance benefits, a retiree must be able to collect a pension from Manchester Board of Education

- 1) An employee hired prior to July 1, 1995, and who retires after June 30, 2001:

- a) Until the retiree reaches the age at which he/she qualifies for Medicare, must contribute the same co-pay amount as contributed by active employees.

Current retirees will be provided the same health insurance options as active members.

- b) At the time that the retiree, or the retiree's spouse, reaches Medicare eligibility age, the retiree, or the retiree's spouse, must leave the Board's current insurance programs and enroll in Medicare. The retiree, or the retiree's spouse, may additionally choose to enroll in Board's supplemental Medicare plans and pay 25% of the premiums.
- 2) An employee hired on or after July 1, 1995 but prior to July 1, 1998, and who retires after June 30, 2001:
- a) If the employee has at least ten years' experience with the Board:
 - b) Until the retiree, or the retiree's spouse, reaches the age at which he/she qualifies for Medicare, must contribute 25% of the health insurance premium.
 - c) At the time that the retiree, or the retiree's spouse, reaches Medicare eligibility age, the retiree, or the retiree's spouse, must leave the Board's current insurance programs and enroll in Medicare. The retiree, or the retiree's spouse, may additionally choose to enroll in the Board's supplemental Medicare plans and pay 25% of the premiums.
- 3) If the employee has less than ten years' experience with the Board:
- a) Until the retiree reaches the age at which he/she qualifies for Medicare, he/she must contribute 100% of the health insurance premium.
 - b) At the time that the retiree, or the retiree's spouse, reaches Medicare eligibility age, the retiree, or the retiree's spouse, must leave the Board's current insurance programs and enroll in Medicare. The retiree, or the retiree's spouse, may additionally choose to enroll in the Board's supplemental Medicare plans and pay 50% of the premiums.
- 4) For employees hired on after July 1, 1998 but prior to January 21, 2014 and who retire after June 30, 2001:
- a) Until the employee reaches the age at which he/she qualifies for Medicare, he/she must contribute 100% of the health insurance premium.
 - b) At the time that the retiree, or the retiree's spouse, reaches Medicare eligibility age, the retiree, or the retiree's spouse, must leave the Board's current insurance programs and enroll in Medicare. The retiree, or the retiree's spouse, may additionally choose to enroll in the Board's supplemental Medicare plans and pay 50% of the premiums.

- 5) For employees hired on/after January 21, 2014 but prior to July 1, 2019:
 - a) Until the retiree reaches the age at which he/she qualifies for Medicare, he/she must contribute 100% of the health insurance premium.
 - b) At the time that the retiree, or the retiree's spouse, reaches the Medicare eligibility age, the retiree, or the retiree's spouse, must leave the Board's current insurance programs and enroll in Medicare. The retiree, or the retiree's spouse, may additionally choose to enroll in the Board's supplemental Medicare plan and pay 100% of the premiums.
- 6) Employees hired on or after July 1, 2019 shall not be eligible to participate in the Board's health insurance plans upon retirement, except as otherwise required by law.

G. All eligible members of this bargaining unit may become members of the Manchester Town Plan for Retirement and will be subject to provisions of the Town Plan. Members of the bargaining unit shall be covered under the "Rule of 80" under the Town Pension Plan.

Any employee hired on or after January 21, 2014 shall have the option of becoming a member of the Town's defined benefit pension plan as described herein, or the Town's defined contribution plan.

Employees hired on or after July 1, 2016, will only be eligible for the Town of Manchester Defined Contribution plan.

- H. All retirees will receive an \$8,000 life insurance policy.
- I. The Board agrees to reimburse bargaining unit members for any costs related to renewal of the employee's nursing license.
- J. Section 125 Flexible Benefits Plan

The Manchester Board of Education agrees to maintain a Section 125 Flexible Benefits Plans subject to Federal and State Law and IRS Rules and Regulations. The Section 125 Plan will provide for pre-tax treatment of dependent care expenses, subject to the provisions of Section 125 of the Internal Revenue Code.

The Board of Education reserves the right to use a third party to administer the Section 125 Flexible Benefits Plan. If a third party is used to administer the 125 flexible benefits plan, the Board shall pay the set-up fee for such accounts and the nurses shall pay the monthly service fee if required.

- K. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I, or similar statute if amended, the imposition of an excise tax related to employer provided

health insurance plans that exceed certain value thresholds. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax, or similar if amended, with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations. During such mid-term negotiations, the parties will reopen the health insurance provisions of Article X for the purpose of addressing the impact of the excise tax, or similar if amended. No other provision of the contract shall be reopened during such mid-term negotiations.

ARTICLE X - GRIEVANCE PROCEDURE

A grievance shall mean a complaint by a nurse that his/her rights under the specific language of this Agreement have been violated, or that there is a misinterpretation or misapplication of the specific provisions of this Agreement. As used in this Agreement the term “nurse” shall mean either (1) an individual or (2) a group of nurses having the same grievance.

1. Grievances shall be processed in the following manner:

Informal Solution: Any employee considering himself or herself aggrieved, and the employee’s Union representative, may first discuss the matter informally with the Coordinator of School Health with the objective of resolving the matter informally.

STEP 1: If the grievance is not resolved by the informal discussion described above, then within fifteen days of the decision of the Coordinator of School Health, the grievant, and her/his Union representative, shall present the employee’s grievance in writing to the Coordinator of School Health. The written statement of a nurse’s grievance shall contain a statement of facts, the remedy requested, and a reference to that provision of this Agreement, if any, which the nurse claims has been violated. The Coordinator of School Health shall meet with the nurse and the Union representative prior to making a decision but, in any event, must render a decision in writing with copies to the nurse and the Union within five (5) days of the submission of the nurse’s written statement of grievance.

STEP 2: If the grievance is not settled in Step 1 within the required time, it may be appealed in writing to the Superintendent or his/her designee. Such appeal shall be sent to the Superintendent within ten days of receipt of the answer in Step 1, or within ten days of the due date of the written response. The Superintendent or his/her designee shall meet with the nurse and Union representative and may include at such meeting any other individuals concerned. Such meeting shall be held within five (5) days of the receipt by the Superintendent or designee of the nurse’s appeal. The Superintendent or designee shall give written answer to the nurse and the Union within five (5) days of the conclusion of such meeting.

STEP 3: If the grievance is not settled by Step 2 within the required time, the Union may submit such grievance to the Board of Education. Such submission must be in writing and received by the Board within ten (10) days from receipt of the

Superintendent/designee's decision. The Board of Education will hear the grievance at the next regularly scheduled meeting which is at least five (5) days after the Board receives the written grievance and will render a written decision within ten (10) days.

STEP 4: If the grievance is not settled by Step 3 within the required time, the Union may submit such grievance to arbitration. Notice of intention to submit such grievance to arbitration must be made in writing, addressed to the Superintendent of Schools and submitted to the American Arbitration Association (AAA). Said notification must be made no later than twenty (20) days following receipt of the decision of the Board of Education, or the expiration of the time limits for making such decision, whichever shall first occur. The arbitration shall be conducted under the rules and regulations of the AAA.

2. Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during school hours, all persons who participate shall be excused without loss of pay for that purpose.
3. Each Union representative shall be permitted the necessary time without loss of pay to investigate and process grievances within his/her area of representation, provided he/she has informed his/her immediate supervisor of where he/she is going and why he/she has left his/her school building and received permission therefore, which permission shall not be unreasonably withheld.
4. If in the judgment of the President of the Union, a grievance affects a group or class of nurses, such grievances may be submitted in the name of the President of the Union.
5. Failure of a nurse or the Union to file a grievance within the time limits specified in the grievance procedure does not establish a precedent for settlement of any future grievance.
6. No grievance may be filed more than twenty-five (25) days after the occurrence of the earliest of the following events:
 - A. The knowledge of the occurrence of the condition giving rise to the grievance.
 - B. Written notice of said condition to the employee(s) involved.

ARTICLE XI - PROTECTIONS

1. Nurses shall immediately report to their superior orally, to be followed by a written report, all cases of assault suffered by them in connection with their employment.
2. Such report shall be forwarded to the Superintendent and the Board which shall comply with any reasonable request from the nurse for information in its possession not privileged under the law which relates to the incident or the persons involved.

3. Annually, and at the request of the Union's local president or a Union staff representative, a complete list of all personnel in the bargaining unit shall be provided to both the CSEA, Inc. offices and the local chapter. This list shall be by seniority, highest to lowest in seniority, and include the anniversary date of employment.
4. In the event that layoffs become necessary, the affected employee(s) shall receive thirty (30) days notice.

The employee with the least seniority in the classification shall be laid off first. In the event that the position affected by the initial reduction in force is not held by the least senior employee, as, for example, in a school closing, then the affected employee may bump the least senior employee. The employee displaced as a result of bumping shall be able to exercise his/her seniority rights to bump the least senior part-time employee. The name of any employee who has been laid off shall be placed upon a reappointment list and remain on such list for one (1) year, provided such employee does not refuse a reappointment to a comparable, permanent assignment. Failure to accept a comparable position as provided in this subsection shall automatically remove such employee's name from the reappointment list. When employees are to be recalled, the first to be recalled shall be the employee on the reappointment list with the greatest seniority.

ARTICLE XII - SAVING CLAUSE

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

ARTICLE XIII - GENERAL PROVISIONS

1. No individual in the bargaining unit or representative, agent, or employee of the Board may enter into any separate agreement or understanding which will be inconsistent with the terms of this Agreement. Any such separate inconsistent agreement will not be binding upon the parties hereto, unless expressly adopted in writing and mutually agreed upon between the Board and the Union.
2. This Agreement may be altered or modified only by mutual agreement of the parties hereto.

ARTICLE XIV - DISCIPLINE

All disciplinary action will be for just cause and subject to the grievance procedure. Notice of intent to dismiss shall be in the form of a written statement from the Director of Human Resources.

All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being taken.

Disciplinary actions shall normally include and follow this order:

- (1) A verbal warning
- (2) A written warning
- (3) Suspension without pay
- (4) Discharge

The Administration reserves the right to deviate from the above procedure in appropriate cases.

The Administration shall, at the time disciplinary action is taken (except verbal warning), furnish the employee and the President of the Union a written statement of reasons for such action and the period of time for which any suspension is to be in effect.

ARTICLE XV – DRESS CODE

The Board and the Association agree that student performance, achievement, and preparation for lifetime success are positively affected by the professional appearance of the Board's staff. The Board and the Association further agree that employees should wear clothing that demonstrates their high regard for education and presents an image consistent with their job responsibilities. Therefore, the Board and the Association agree that during the work day and anytime employees attend work-related activities or functions (for example, PTO/PTA meetings, meetings or conferences with parents, school plays or concerts, student competitions, educational or other professional conferences), employees shall appear in professionally appropriate attire.

All funds generated by individuals participating in dress-down days shall be collected and deposited into the school's student activity account. All funds collected must be used to fund student activity expenditures or donated to charitable causes as designated by the principal or his/her designee.

ARTICLE XVI - DURATION

The provisions of this Agreement shall be effective as of the 1st day of July, 2019 and shall remain in full force and effect until the 30th day of June, 2023.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals to this Agreement.

MANCHESTER BOARD OF EDUCATION

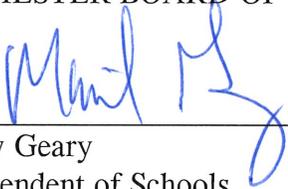
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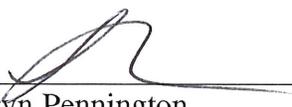
MANCHESTER BOARD OF EDUCATION



Matthew Geary
Superintendent of Schools

Dated: 7/29/19

THE MANCHESTER SCHOOL NURSES ASSOCIATION
CSEA, Local 2001, SEIU



Kathryn Pennington
President: Manchester School Nurses Association

Dated: 7/24/19

APPENDIX A
CONDITIONS CONCERNING SALARIES

1. All new employees will be placed on the appropriate step based on his/her years of full-time nursing experience in the following areas:
 - A. Tertiary hospital nursing
 - B. Clinic or physician's office
 - C. Public health/community health agency nursing
 - D. School nursing

Years of Acceptable Experience	Step Placement
1	1
2	2
3	3
4-8	4
9-11	5
12+	6

2. Long-term substitutes employed for greater than six (6) months and subsequently employed full time in the Manchester school system shall be credited with one (1) full year of experience.

APPENDIX B
SALARY SCHEDULE

7/1/2019 2.74%

STEP	R.N.	B.S.N.
1	46,799	48,071
2	47,571	50,240
3	50,262	52,011
4	51,807	53,465
5	55,027	56,677
6	58,285	60,004

7/1/2020 2.75%

STEP	R.N.	B.S.N.
1	48,086	49,393
2	48,879	51,621
3	51,645	53,441
4	53,231	54,935
5	56,540	58,235
6	59,888	61,654

7/1/2021 2.75%

STEP	R.N.	B.S.N.
1	49,408	50,751
2	50,223	53,041
3	53,065	54,911
4	54,695	56,446
5	58,095	59,837
6	61,535	63,350

7/1/22 2.75%

<u>STEP</u>	<u>R.N.</u>	<u>B.S.N.</u>
1	50,767	52,147
2	51,604	54,500
3	54,524	56,421
4	56,199	57,998
5	59,692	61,482
6	63,227	65,092

Note: Step advancement will occur on: July 1, 2019; July 1, 2020; July 1, 2021 and July 1, 2022.