

COLLECTIVE BARGAINING AGREEMENT

**CHCA District 1199, NUHHCE,
AFSCME, AFL-CIO**

AND

**WINCHESTER BOARD OF EDUCATION
WINCHESTER, CT**

July 1, 2022 – June 30, 2025

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**ARTICLE I
PREAMBLE AND INTENT**

The intent and purpose of this Agreement is to set forth the terms and conditions of employment of the employees covered by this Agreement, to provide for the adjustment of grievances, to assure the continuous, harmonious, economical and efficient operation of the School District and to promote a high professional standard of nursing care in serving the needs of the students.

**ARTICLE II
AGREEMENT**

This Agreement is made and entered into on this ___ day of _____ 2022 by and between the WINCHESTER BOARD OF EDUCATION (hereinafter referred to as the "Board") and CHCA District 1199, NUHHCE, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

**ARTICLE III
RECOGNITION**

The Board recognizes the Union as the exclusive representative of all regularly scheduled Registered Nurses for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other mandatory conditions of employment. Employees excluded are substitutes, temporary employees, seasonal employees and all statutory exclusions.

**ARTICLE IV
DEFINITIONS**

Unless otherwise indicated, the term "Nurse" or "School Nurse", when used hereinafter in the Agreement, shall refer to any employee or group of employees as defined in Article III, above.

The words "Board of Education" or "Board," as used in this Agreement shall mean the Board of Education or its designee.

The words "Superintendent of Schools" or "Superintendent," as used in this Agreement, shall mean the Superintendent or his/her designee.

The words "The District" or "The Schools" shall denote the schools within the Winchester Public School System and does not include The Gilbert School.

The words "temporary employee" shall denote a full-time or part-time temporary replacement for a regular employee. The term "she" shall denote she or he.

The words "days" shall denote calendar days.

**ARTICLE V
MANAGEMENT RIGHTS**

Except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, the Winchester Board of Education (the "Board") has and will continue to retain, whether exercised or not, all the rights, powers, and authority heretofore had by it and it shall have the sole and unquestioned right, responsibility, and prerogative of management of the affairs of the Board and direction of the working forces, including, but not limited to, the following:

- a) To determine the care, maintenance, and operation of equipment and property used for and on 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 select and to determine the number and types of employees required to perform the Board's operations.
- d) To employ, transfer, or promote employees, or to lay off, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
- e) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline for just cause and for the performance of work in accordance with the requirements of the Board.
- f) To insure that duties related to the responsibilities of the position shall be performed by employees.
- g) To establish contract or sub-contract for operations as long as such contract or sub-contract does not result in the layoff of any bargaining unit employee.
- h) To create job specifications and revise existing job specifications.

**ARTICLE VI
PROFESSIONAL NEGOTIATIONS**

A member of the bargaining unit will be consulted in the hiring process for any new hires.

**ARTICLE VII
ABSENCES AND SUBSTITUTES**

1. School Nurses reporting illness shall use the Board of Education's automated system for notification to school principals for their absence and will keep the Sub Coordinator informed of the expected duration of absence.
2. The School Nurse will not be responsible for procuring substitute Nurses.
3. School Nurses will not be required to answer phone calls, text messages, emails or any other form of communication pertaining to nursing duties when they are absent, except for unusual circumstances.

ARTICLE VIII SCHOOL YEAR

The normal work year shall be days when schools are in session according to the district calendar and 2 days that will be used for work that needs to be done before the start of the school year, or after the finish of the school year.

There shall be an orientation period of- 3 days for nurses with no prior school nursing experience and 1 day for nurses with prior school nursing experience.

ARTICLE IX WORKDAY

1. The normal workday shall consist of seven (7.5) hours, fifteen (15) minutes before school and fifteen (15) minutes after school, including a twenty-five (25) minute lunch period. Nurses regularly scheduled to work no less than 50% of the normal workday will receive pro-rated benefits based on their regular scheduled hours.
2. Time worked in excess of a normal work day must be pre-approved by a school administrator except in emergencies.
3. All Nurses shall receive their regular daily pay for any day in which openings are delayed and for early dismissal days after the buses have left school.
4. A nurse shall stay after the end of the school day until all children in their care are picked up by their guardians.

ARTICLE X ASSIGNMENTS AND TRANSFERS

1. The best interests of students, the educational program and the school health program are paramount in the assignment of all school nurses. Changes in assignment or transfer shall be made only after the administration has met with the affected employee. Consideration may be given to special need students when determining assignments.
2. No nurse shall be required to cover more than her regular assignment except for short term emergencies.
3. Notice of tentative assignment shall be given to the school health personnel not later than July 15. In the event of a change in circumstance after July 15, any change in assignment shall be made only after meeting with the employee affected.
4. Nurses who desire a change in school assignments shall file a written request with the Superintendent's Office not later than June 1st. Such a written statement will include the preference to which he/she desires to be transferred.
5. Under normal circumstances, school nurses will retain their assignments for the full school year. An involuntary transfer shall be made only after a meeting between the person involved and the Superintendent of Schools or their designee.

**ARTICLE XI
SENIORITY**

1. Seniority shall be defined as the length of continuous service from the most recent date of employment as a School Nurse by the Winchester Board of Education.
2. New employees shall serve a probationary period of six (6) calendar months from their first day of work as a full time Winchester School Nurse. Upon the completion of the probationary period, the seniority of such new individuals shall be retroactive to the date of hire.

**ARTICLE XII
VACANCY**

1. Notice of a vacancy or new position shall be posted for five (5) working days before being filled.
2. Whenever an employee fills a posted vacancy in any position, a trial period of ninety (90) calendar days shall be served. Employees may not apply for a change in position during their trial period.
3. Job openings and available extra work including summer school will be posted electronically with appropriate applications available to download and the School Nurse shall have ten (10) calendar days from posting of such notice to respond.

**ARTICLE XIII
LAYOFF, RECALL**

1. Where possible, the Board shall notify the Union of an intended reduction in the work force, one month prior to the start of the new work year.
2. In the event of a reduction in the workforce, the order of layoff for the registered nurses covered by this Agreement shall be as follows:
 - a. Temporary employees
 - b. Probationary employees
 - c. Part-time employees
 - d. Full time employees
3. Nurses on layoff shall be recalled in the reverse order in which they were laid off.
4. A laid off nurse shall be placed on a recall list for a period of six (6) months. If notified for recall, a nurse intending to report to work shall give notice of such intent within seven (7) days of the date of the notice of recall and must report to work within twenty (20) days of the date of such notice or when the position becomes available, whichever occurs last. A nurse who fails to accept recall shall forfeit recall rights.

**ARTICLE XIV
LEAVE PROVISIONS**

Personal Days

1. Nurses shall be entitled to up to three (3) personal days off and not deducted from sick leave annually with full pay for necessary personal business that cannot be transacted other than during normal work hours.
2. Requests shall be made at least seventy two (72) hours in advance, unless in the case of emergency, to his/her immediate supervisor.
3. Under unusual circumstances an additional day may be granted upon request. Personal days are not accumulative and shall not be carried over from year to year.
4. A request for a personal leave day before or after a holiday or school recess will be considered only in the case of an emergency.

Bereavement Leave

Each nurse shall be entitled to five (5) bereavement days per occasion for death in the immediate family. Immediate family shall be defined as spouse, father, mother, brother, sister, child, grandchild, mother in-law, father in-law, son in-law, daughter in-law or a relative domiciled in the employee's home.

Leaves of Absence

A nurse, upon proper application in writing to, and upon written approval from the Superintendent and the Board of Education, may obtain a continuous leave of absence without pay and benefits for a period not to exceed three (3) months or an educational leave for up to one (1) year without pay and benefits.

Extension of leave may be granted by the Superintendent but in no case is the total period of time to exceed eighteen (18) calendar months. The denial of all or any requested portion of a leave is a discretionary matter and, thus, shall not be subject to the grievance procedure or a prohibited practice complaint.

Military Leave

The Board shall comply with federal and state laws regarding military leave benefits and return to work procedures for extended military leave absences.

Sick Leave

1. A nurse shall earn five (5) days on September 1; one (1) day each on October, November, December 1; two (2) days January 1; one (1) day each on February 1, March 1, April 1, May 1, June 1. to fifteen (15) sick days in each year with full pay.
2. Up to five (5) days per year may be used to care for an ill member of the family domiciled in the home.
3. Unused sick leave shall be accumulated from year to year to a maximum of one hundred fifty (150) days.

4. The Union recognizes that the Superintendent may require a nurse to obtain a signed statement from a licensed physician or other licensed practitioner whose method of healing is recognized by the State of Connecticut after an absence exceeding four (4) consecutive working days to verify the nurse's absence for medical or family care reasons or the fitness of the employee to return to work or in cases where the Superintendent has a reasonable suspicion of abuse of sick leave. In addition, in such cases, the Superintendent may require a nurse to be examined by a Board appointed physician at Board expense.
5. Documentation is to be submitted to the Superintendent's Office.
6. Use of sick days shall not be used as part of a professional performance review
7. Abuse of sick/personal leave may be considered as part of a professional performance review. However, the Employer agrees to comply with CGS 31-57r-w along with the Connecticut ADA and FMLA and will not penalize an employee for using Paid Sick Leave (PSL) or FMLA.
8. Death Benefit
In the event a member of the bargaining unit dies while employed, her estate shall be entitled to receive \$50 per day for each unused sick leave day up to thirty (30) days.

ARTICLE XV PREGNANCY LEAVE

Employees may request leave for maternity, subject to the following conditions:

- a. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, shall be treated as temporary disabilities for all job-related purposes.
- b. Any employee who becomes pregnant shall so notify the Superintendent, or his or her designee, at least three (3) months prior to the expected date of commencement of said leave. Leave shall begin when in the opinion of her doctor she is no longer physically able to work and said leave shall expire when in the opinion of her doctor she is physically able to return to work. Except in the case of medical difficulties, such leave is not normally expected to continue for more than six (6) weeks after delivery. These restrictions shall be subject to the provisions of Sections 46a-60, et seq., of the Connecticut General Statutes
- c. Accumulated sick leave shall be available for use during periods of such disability.
- d. Disability leave beyond any accumulated sick leave shall be available, without pay, for such reasonable further period of time as the employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto.
- e. Policies involving commencement and duration of leave, the availability of extension, the accrual of seniority and other benefits and privileges, protection under the health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.

f. Temporary disability resulting from pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.

ARTICLE XVI CHILDREARING LEAVE

1. Any nurse shall be entitled, upon written request submitted to the Superintendent, to an extended leave without pay for purposes of child-rearing apart from any period of childbirth disability leave with pay. Such employees shall be entitled to the remaining portion of the school year, in which the child is born, adopted or fostered, and for 90 work days if requested by the employee.

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

a. Employees requesting leave shall submit not less than sixty (60) days' written notice of the anticipated date of ending performance of duties.

b. During long-term leave of absence per paragraph 1 in this article, a nurse may participate in group health and medical insurance benefits at her own expense, subject to the terms of the company administering the plan.

c. During long-term leave of absence per paragraph 1 under this article, a nurse shall not be eligible for sick leave benefits.

d. Failure to apply for reinstatement in the system at least sixty (60) days prior to the scheduled end of leave shall be considered a resignation and will be so treated.

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

ARTICLE XVII MALPRACTICE

The Board of Education shall protect, and save harmless, all bargaining unit employees according to the stipulations of Section 10-235 of the Connecticut General Statutes.

ARTICLE XVIII UNION LEAVE

1. If negotiation meetings between the Board and the Union are scheduled during normal working hours of a school day, not more than two (2) representatives of the Union shall be relieved from all regular duties without loss of pay, as necessary, in order to permit their attendance at such meetings. Every effort shall be made to schedule negotiation meetings outside of work hours.

2. When it is necessary, pursuant to the grievance procedure in Article V of this Agreement, for a school representative, a member of the Grievance Committee or other representative

designated by the Union to attend a grievance hearing during a school day, she shall, upon notice to her supervisor and/or principal and to the Superintendent by the President of the Union, be released without loss of pay, as necessary, in order to permit participation in the foregoing activities. Nonetheless, every effort shall be made to schedule grievance hearings outside of work hours.

- a. This privilege shall be limited to one (1) Union representative per grievance per day.
- b. Any nurse whose appearance (as a witness) in such hearing is necessary shall be accorded the same right, with notice to the nurse's supervisor and/or principal, and only so long as the witness's presence is necessary.
- c. The Union agrees that these rights shall not be abused.

ARTICLE XIX WAGES

Wage Schedules

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

After Hours Work

The School Nurse shall be compensated at her hourly rate for participation in any after-hours Board/Superintendent required activities.

Work During Non-School Days

The School Nurse shall be compensated at her hourly rate for up to 14 hours of Superintendent pre-approved work.

Method of Payment

Nurses shall be paid via direct deposit in 21 weekly installments that include 181 school calendar days plus one (1) day that will be used for work that needs to be done the day immediately before the start of the school year and one (1) day immediately after the finish of the school year for a total of 183 paid days.

In the event of an overpayment to a nurse, the Board may withhold such overpayment amount in equal divisions over the remaining paychecks for that fiscal year. Prior to implementing this overpayment provision, Nurses so affected shall be notified in writing of the impending change in their paychecks. Such prior notification shall also include the proposed start date of the change.

Placement on the Salary Schedule

New hires will be hired at the NEW HIRES RATE located in Appendix A.

**ARTICLE XX
INSURANCE BENEFITS**

1. The Board shall provide at its own expense Group Life Insurance with AD&D equivalent to the nurse's annual salary rounded to the nearest thousand.

2. The Board of Education reserves the right to change insurance carriers at any time so long as it gives prior notice to the Union and so long as the insurance coverage under the substitute insurance carrier's policy is substantially equivalent to the coverage under the policy then in effect. Once the Union is notified the Board intends to change insurance carriers, the Union has fifteen (15) calendar days to examine the new insurance carrier's proposed insurance policy. If the Union feels that the coverage under the new policy is not substantially equivalent, it must object to the change in writing during that fifteen (15) days. If the parties are unable to informally resolve the matter within the following fifteen (15) days, an arbitrator with expertise in the field of insurance shall be mutually selected or, if the parties cannot agree, shall be selected forthwith by the American Arbitration Association. The arbitrator shall be asked to decide the following question: Does the substitute insurance carrier's proposed policy provide the coverage that is substantially equivalent to the coverage provided under the current insurance carrier's policy? The arbitrator must render a decision within thirty (30) days. Revisions to the proposed policy may be made at any time up to the time the arbitrator renders his decision. In a situation where a complaint has been lodged by the Union, the Board will not institute the new insurance coverage until agreement has been reached or until an arbitrator has rendered his/her decision. The cost of arbitration shall be shared equally between the Board and the Union.

3. A HDHP Plan with an H.S.A. or HRA (individual lifetime maximum of \$1,000,000 out of network, unlimited in network).
 - a. The above insurance shall be annually subject to a \$ 2,000 individual/\$4,000 family deductible, co-insurance of 100% in network, 80%/20% out of network, in accordance with the general plan description.

 - b. Drugs: 100% coverage/no co-pay after exhaustion of deductible if in network, 20% coverage if out of network.

 - c. School nurses shall also have the option of enrolling in an alternate HDHP plan with H.S.A. that has higher annual deductibles of \$5,000 for single coverage, and \$10,000 for two person and family coverage.

4. The Board will contribute into a Health Savings Account (HSA)/Health reimbursement Account (HRA) for each employee participating in the HDHP plan at a level equal to 45% in 2022-2023, 45% in 2023-2024, and 44% in 2024-2025 of the applicable deductible amount. The Board's contribution will be deposited into HSA accounts in two equal installments in July and January except for new employees who will receive their contribution at the completion of their successful probationary period. Health Reimbursement Accounts (HRA) will be reimbursed up to the same annual amounts. The Board shall have no obligation to fund any portion of the HSA deductible amount for retired nurses or other individuals upon their separation from employment.

5. To be eligible to receive health insurance benefits set forth, above, the nurse shall contribute the following percentage of the total annual premium for such benefits in the following work years:

2022-2023 17%, 2023-2024 17.5%, 2024-2025 18%

6. The Board shall provide full time school nurses with access to full service District Dental Plan with Riders A and B for Individual or Full Family Coverage.

7. To be eligible to receive dental insurance benefits set forth, above, the nurse shall contribute the following percentage of the total annual premium for such benefits in the following work years:

2022-2023 17%, 2023-2024 17.5%, 2024-2025 18%

8. The Board shall provide information on insurance plan benefits on an annual basis.

ARTICLE XXI PAYROLL DEDUCTION

1. The Union agrees to save the Board harmless from any claims, demands, suits or judgments arising from the Board's implementation of the provisions of this Article.

2. In addition to those payroll deductions required by law, the following are eligible for payroll deductions:

a. Connecticut Health Care Associates dues

b. Tax Sheltered 403(b) Annuity Plans

c. Credit Union

d. Health/Dental Insurance

3. All requests for deductions must be in writing and signed.

4. The Union shall be responsible for the listing of dues deductions to be made for the Union.

5. The Board shall not be required to honor any authorized deduction which is not delivered in the approved time frame prior to the distribution of the payroll from which deductions are to be made.

ARTICLE XXII PROFESSIONAL EXPENSES

In the event a School Nurse may need to travel between buildings during school hours he/she will be reimbursed at the current IRS rate with documentation using the current approved reimbursement form.

School Nurses shall be reimbursed up to \$350 each fiscal year for uniforms and shoes using the approved reimbursement form with receipts attached. Note that the school cannot reimburse sales tax costs.

**ARTICLE XXIII
PROFESSIONAL & EDUCATIONAL MEETINGS**

One (1) day per Nurse for professional and educational institutes, workshops or meetings that have CEU's required by the State of CT, may be granted by the Superintendent and shall be allowed with full pay and without deduction from the Nurse's sick leave allowance. Requests should be made two (2) weeks prior to the day. A response to this request will be made within three (3) working days.

Nurses will be reimbursed for up to \$200 annually for fees associated with attending programs with CEU's required by State of CT legislation. The Nurses shall provide a receipt for fees paid. If requested by the Superintendent, the Nurse may be asked to provide the information obtained at the workshop to colleagues.

**ARTICLE XXIV
JUST CAUSE**

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

2. The Board of Education retains the right to discipline or discharge individuals serving a probationary period and the individual shall have no recourse to arbitration. However, individuals serving a probationary period shall be entitled to all other provisions of this Agreement except as noted.

**ARTICLE XXV
GRIEVANCE PROCEDURES**

1. Purpose

a. The purpose of this grievance procedure is to expeditiously resolve grievances at the lowest level of the administration. The parties-in-interest shall agree that the proceedings be kept as confidential as allowed by law.

b. Nothing contained herein shall be construed as limiting the right of any nurse of the unit to discuss informally a concern or a problem with any appropriate member of the school administration.

2. Definitions

a. A grievance shall mean a complaint by a nurse that alleges there has been a violation, misinterpretation or misapplication of a specific provision or provisions of this Agreement which relates to or involves the grieving nurse or nurses.

b. As used in this article, the term "nurse" shall also mean a group of nurses having the same grievance which has been submitted on an appropriate form signed by them or their designated representative.

c. As used in this article, the term "principal" shall mean principal or other appropriate administrator.

d. "Party-in-interest" shall mean the person or persons, as defined in 2.b. above, making the claim, including their designated representative as provided herein, and any person(s) who might be required to take action or against whom action might be taken in order to resolve the problem.

e. The term "days", shall mean calendar days.

3. Time Limits

a. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum. The time limits specified may, however, be extended by written agreement of the parties-in-interest.

b. The nurse must file a written, formal grievance within twenty (20) days after he/she knew or should have known of the act or condition upon which the grievance is based. If the nurse fails to file a formal written grievance within this time, the grievance shall be waived.

c. Failure by the aggrieved party-in-interest at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

d. All parties-in-interest shall exchange all requested materials with all reasonable promptness.

4. Formal Level One Procedure

Level One - Superintendent

a. If an aggrieved nurse is not satisfied with the outcome of an informal procedure, if used, she may pursue the formal grievance procedure. In so doing, she must present a claim as a formal grievance to the Superintendent within the time limits specified in subsection 3.b. and must cite the statement in the Professional Agreement which she alleges has been violated, the alleged facts and the remedy requested.

b. The Superintendent shall, within ten (10) calendar days after the receipt of the formal grievance, meet with the grievant and within five (5) business days of the meeting render his/her decision and the reasons in writing to the aggrieved nurse and with an electronic copy to the Union.

Level Two- Board of Education

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

Level Three - Arbitration

- a. If the aggrieved nurse is not satisfied with the disposition of her grievance at Level Three, she may, within thirteen (13) days after the decision, or within thirteen (13) days after the Board meeting if there is no decision, request in writing to the President of the Union that her grievance be submitted to arbitration.
- b. The Union may, within five (5) days after receipt of such request, submit the grievance to arbitration and simultaneously notify the Board in writing.
- c. The cost of services of the arbitrator shall be borne equally by the Board and the Union.
- d. Arbitration shall be submitted to the Connecticut State Board of Mediation and Arbitration (CSBMA) in accordance with its rules and regulations. No arbitrator may add, delete or change the agreement set forth herein.

5. Representation

- a. No reprisals of any kind shall be taken by either party against any participant in the grievance process by reason of such participation.
- b. The Grievant may be represented at all levels of the formal grievance procedure by a Union representative.

ARTICLE XXVI PERSONNEL FILE

1. Nurses shall be given a copy of any evaluation report and other materials to be filed in the nurse's personnel folder prepared by their supervisor. They shall have the right to discuss such reports and materials to be filed in their personnel folders with their supervisor. Any evaluation report prepared by a supervisor becomes part of the nurse's personnel file. The

required signature indicates that the nurse has seen and discussed the evaluation. Signature is not meant to imply complete accord with the report.

2. The nurse may attach an addendum to the evaluation reports and other materials contesting a factual matter, which items also will be kept in the personnel file. Any nurse has the right to review her file in the office of the Superintendent upon prior notice and in the presence of the Superintendent or a designated representative for such purpose.
3. Nurses will be notified when items are added to or removed from their personnel file.
4. Any substantive complaint made against a nurse by a parent, student or other person shall be promptly called to the attention of the nurse. No complaint shall be placed in the nurse's personnel file until the complaint has been investigated and verified by the Superintendent or her designee. Such investigation shall include consultation with the affected nurse.

ARTICLE XXVII PROTECTION

1. All School Nurses are protected by Connecticut General Statutes Section 10-235. The Board shall comply with its obligations under that statute.
2. Nurses shall report immediately, in writing and/or via email, to her principal and to the central office, any cases of assault suffered by them in connection with their employment.
3. Nurses shall not be used as substitutes for classroom teachers or other non-nursing personnel.
4. A school nurse shall not instruct non nursing personnel in assessment, treatment, or any other Nursing duty that is defined/consistent within a Registered Nurse's scope of practice.

ARTICLE XXVIII UNION PARTICIPATION

1. During the term of this Agreement, employees covered by this agreement may, from the effective date of the Agreement or within thirty (30) days from the date of their employment with the Board, whichever is later:
 - a. become or remain members of the Union in good standing
 - b. pay to the Union dues as assigned by the union and allowed by law; or
 - c. decline to become a union member or pay the Union dues
2. an employee shall execute a signed authorization for payroll deduction of dues. Upon receipt of such an authorization from an employee, the Board shall pursuant to such authorization, deduct the dues fixed by the union and authorized by the employee from the wages due each pay period..
3. The Board agrees to deduct from each nurse an amount equal to the Union membership

dues by means of payroll deductions.

4. The amount of membership dues shall be certified by the Union prior to July 1 of each school year. 5. The Union will notify the District of any changes in the amount of dues deduction.
6. The Board's obligation to make such deductions shall terminate automatically upon termination of employment.
7. The Union agrees that it will indemnify and save the Board harmless from any actions growing out of these deductions and commenced by any professional personnel against the Board.
8. The Union assumes full responsibility in the disposition of funds so deducted once they have been turned over to the Union.

ARTICLE XXIX NO STRIKE

During the term of this Agreement no Registered Nurse covered by this Agreement shall participate in any strike or work stoppage at any facility of the Board.

ARTICLE XXX FULL AND COMPLETE AGREEMENT

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

This Agreement shall not be altered, amended or changed except in writing, signed by both the Board and the Union, which amendment shall be appended hereto and become a part of this Contract.

**APPENDIX A
WAGE RATES**

Hire Rates

New Hires:

7/1/2022 - 6/30/2023 \$34.13 7/1/2023 – 6/30/2024 \$35.16 7/1/2024 – 6/30/2025 \$36.21

Current Nurse employees will receive an increase as follows:

7/1/2022 3.25% 7/1/2023 3.00% 7/1/2024 3.00%