

AGREEMENT

between

DANBURY BOARD OF EDUCATION

and

LOCAL 1303-295 OF COUNCIL #4
AFSCME, AFL-CIO
(DANBURY SCHOOL NURSES ASSOCIATION)

July 1, 2013 - June 30, 2017

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ARTICLE I
PREAMBLE

This agreement is made and entered into by and between the Danbury Board of Education and Local 1303-295 of Council #4, AFSCME, AFL-CIO, effective upon ratification by the parties.

The intent and purpose of this agreement is to set forth the terms and conditions of employment for the Professional School Nurses employed by the Danbury Board of Education.

ARTICLE II
RECOGNITION

The Danbury Board of Education (hereinafter called the Board) recognizes Local 1303-295 of Council #4, AFSCME, AFL-CIO (hereinafter called the Union) as the exclusive representative for purposes of collective bargaining with respect to wages, hours and other conditions of employment pursuant to the Municipal Employee Relations Act, for all full and part-time Professional School Nurses employed by the Board.

- A. A full-time Professional School Nurse is hereby defined to include only those Nurses regularly scheduled to work at least one hundred eighty-two (182) full days per year under contract.
- B. A part-time Professional School Nurse is hereby defined to include only Nurses scheduled to work seventeen and a half (17½) hours or more per week under contract but less than 182 full days.

ARTICLE III
DEFINITIONS

- A. The term "The Board" is hereby defined as the Danbury Board of Education.
- B. The term "The Union" is hereby defined as Local 1303-295 of Council #4 AFSCME, AFL-CIO.

ARTICLE IV
NON DISCRIMINATION

Neither the Board of Education nor the Union will discriminate against a Professional School Nurse on account of his/her race, religion, ethnic origin, national origin, marital status, age, sex, sexual orientation or past or present physical or mental disability as prescribed by Federal or State Legislation or because of his/her membership or non-membership in the Union. The provisions of this article are included in the collective bargaining agreement for informational purposes only, and shall not be subject to the grievance procedure.

ARTICLE V
UNION SECURITY/DUES

Each employee working seventeen and a half (17½) hours or more per week is a member of the Union as of the effective date of this Agreement shall remain a member of the Union in good standing or pay an agency service fee as a condition of employment. Each employee who is hired for seventeen and a half (17½) hours or more per week after the effective date of this Agreement shall become a member of the Union or pay an agency service fee as a condition of employment. The Union shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liabilities that shall arise out of or by reason of action taken by the Board for the purpose of complying with any of the provisions of this article, or in reliance on any authorization, revocation, list, notice, or assignment furnished under any of such provisions.

The Board agrees to deduct from the pay of Union employees who authorize such deductions from their wages, such membership dues, or service fees as may be fixed by the Union. Deductions shall be forwarded to the Union Treasurer on a monthly basis by the tenth of each month following the month in which deductions were made. The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in rates of fees and dues. The Board has the responsibility to notify the Union Chapter President of all employee hires of seventeen and a half (17½) hours or more per week with a signed contract.

Monthly Union dues for leaves of absence of one (1) month or more will be the responsibility of the Union member to pay on a monthly basis directly to the Union.

If hired with a contract, the Board has the responsibility to notify the Union Chapter President of the step on which the Professional School Nurse is hired.

If a part-time Professional School Nurse's status changes, the Board has the responsibility to notify the Union Chapter President of step status.

ARTICLE VI
QUALIFICATIONS FOR PROFESSIONAL SCHOOL NURSE

All Professional School Nurses shall meet the qualifications for School Nurse in compliance with Section 10-212 of the Connecticut General Statutes and Sections 10-212-1 through 10-212-7 of the regulations adopted by the Connecticut State Board of Education.

ARTICLE VII
PERSONNEL POLICIES

The Board and the Union recognize the State and Federal Statutes governing the nursing profession as the guidelines for acceptable professional behavior of school nurses.

ARTICLE VIII
CONDITIONS OF EMPLOYMENT

A. Introduction

1. All newly appointed nurses shall receive a copy of the Labor Agreement, and a written statement of their starting salary, upon signing of the contract. Thereafter they will receive an orientation from the Coordinator of Health Services.
 - a. There shall be an orientation program developed and maintained by the Coordinator of Health Services during which time the newly employed nurses shall be introduced to Board procedures and policies, the contract i.e. not the Labor Agreement, and any other appropriate programs.

B. Work Year

The work year for all personnel covered by this agreement shall coincide with the official Danbury BOE school calendar, and all Nurses shall be required to work when public school is in session.

1. Work year for all Professional School Nurses shall be the one hundred eighty (180) day student school year, plus two (2) additional days to be used to comply with relevant state health regulations for public school students. The above two (2) additional days shall be coordinated with the Board's Coordinator of Health Services. The Board reserves the right to require employees to attend up to two days of professional development during each work year. Employees shall be paid at the per diem rate for each professional development day.
2. Days worked beyond the above described one hundred eighty-two (182) days will be paid on a per diem and pro-rated basis, based on 1/180 of the employee's annual salary.

C. Work Day

1. The work day of all full-time personnel covered by this agreement will begin fifteen (15) minutes before the start of the student instructional day and end fifteen (15) minutes after student dismissal time.
2. All nurses are entitled to a one-half (1/2) hour duty free lunch time (on or off premises).
3. All nurses will be given fifteen (15) minutes duty free break time, daily, (on or off the premises).
4. The work day of all part-time personnel covered by this agreement shall be set by the Building Administrator.

D. Seniority

1. Seniority shall mean the total length of continuous employment based on a ten (10) month school year of a School Nurse with the Board of Education. A break in service due to an approved leave of absence of up to but not more than two (2) years will not constitute a break in continuous employment. The time on leave will not be credited as part of the total length of employment for longevity or pension purposes.
2. Seniority shall be broken upon termination, for any reason.

E. Work Assignments

1. Nurses already in the school system will receive notification of their assignment for the ensuing year by the end of the school year, however not later than June 15, of the current year, to the extent practicable.
2. All new, or vacant nursing positions will be posted for ten (10) work days in each school, both public and non public. Nurses may apply for posted position/s by submitting a letter of application to the Director of Personnel, by the closing date.
3. Nurses who apply for new or vacant positions shall be granted an interview.
4.
 - a. Decisions regarding requests for voluntary transfer shall be made by the Superintendent of Schools or his or her designee in the best interests of the school district. Such decisions shall not be arbitrary, capricious, without rational basis in fact or without consideration of seniority.
 - b. No member of the unit may transfer to another position until the completion of one hundred twenty (120) working days in one position.

F. Probationary period

All newly employed Professional School Nurses shall be subject to a probationary period of three (3) months and shall have no seniority, benefits, or recourse to the grievance procedure during this period. At the conclusion of the probationary period, with a satisfactory evaluation, seniority will commence from original date of hire. The date of hire for new employees hired in the summer shall be the first day of the new school year.

G. Extended Work Day/Work Year Compensation

Nurses who are directed to report to work by the Superintendent, Director of Personnel, Building Principal or the Coordinator of Health Services beyond the defined work year or beyond the work day will be compensated at the per diem rate or pro-rated hourly rate as applicable.

H. Evaluations

Professional School Nurses will receive written evaluations after completion of a probationary period and annually thereafter.

I. Health

The Board shall provide the following health benefits to the Professional School Nurse:

1. Annual Flu Shots (when available)
2. PPD Test
3. Hypertension Test
4. Hepatitis "B" Vaccine and/or Titre

ARTICLE IX
PROTECTION OF NURSES

- A. The Board will protect and save harmless any member of the unit [from any financial loss or expense, including legal fees and costs, arising out of any claim, demand, suit, or judgment as provided by the General Statutes of the State of Connecticut, Section 10-235 (as amended from time to time)].
- B. If a unit member is assaulted while acting in the discharge of his or her employment or under the direction of the Board or its designee in accordance with Connecticut General Statute, Section 10-236a, the unit member shall not forfeit any benefits for any absence arising out of or from such assault.
- C. Professional School Nurses shall report immediately to their Principal, Coordinator of Health Services, and Superintendent all cases of alleged assault suffered by them in connection with their employment. The Professional School Nurse will complete a written report.
- D. The Board agrees to provide legal counsel to defend any Professional School Nurse staff member in any action arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to or death of any person, or in accidental damage to or destruction of property, within or without the school building, providing such Professional School Nurse, at the time of the accident resulting in such injury, damage or destruction, was acting in the discharge of his or her duties within the scope of his or her employment or under the direction of the Board.
- E. Whenever a nurse is absent from school as a result of personal injury, arising out of or in the course of his or her employment, other than as listed in "B" above, he/she shall be paid in accordance with the Connecticut Workmen's Compensation Act. Employees may select to supplement the Workmen's Compensation benefits and charge all or part of such absence during the period of temporary disability due to the accident to the sick leave days to his/her credit. The combination of Workmen's Compensation benefits and

supplemental payment shall not be greater than one hundred percent (100%) of that employee's per diem pay.

- F. If any Professional School Nurse is assaulted while acting in the discharge of his or her duties or within the scope of his or her employment or under the direction of the Board or its designee, in accordance with Connecticut General Statutes Section 10.236a the Professional School Nurse shall not forfeit any sick leave/personal leave benefits for any absence arising out of or from such assault.
- G. If the provisions of Conn. Gen. Stat. Secs. 10-235 or 10-236a are revised, the provisions of the revised law shall prevail.

ARTICLE X **SALARIES**

- A. Professional School Nurses newly employed in the system are entitled to salary within the terms of their signed and dated contract, commencing with their first day of work.
- B. Starting compensation for all new hires (full and part-time) will be at step 1 of the current contract salary schedule, upon signing a contract. No annual step shall be granted with an unsatisfactory evaluation.

Unit members must work ninety (90) or more days in the previous work year to be entitled to a step increase if one is granted.

- C. The Board and the Union agree that Professional Nurses who were employed by for the 2013-2014 school year shall receive a 3.0% general wage increase retroactive to July 1, 2013. No step advancement will occur in the 2013-2014 school year.

- D. The Board and the Union agree to the following for the 2014-15 school year:

Those Professional Nurses who were employed by the Board in the 2013-2014 will move one step up and receive the pay for the step as identified in Appendix B. Those Professional Nurses on the maximum Step will receive a 1.75% general wage increase.

The Step increases and general wage increase are retroactive to July 1, 2014

- E. The Board and the Union agree that for the 2015-2016 school year, all Professional Nurses shall advance one step on the salary scale. Those Professional Nurses on the maximum Step shall receive a 2.0% general wage increase.
- E. The Board and the Union agree that all Professional Nurses will receive a general wage increase of 2.75% effective July 1, 2016. No step advancement will occur in the 2016-2017 school year.
- E. Any nurse on leave of absence, with or without pay, shall return at the appropriately earned step.

- F. Unless otherwise informed by August 15, the payroll department will issue payments in the same number as the previous year.
- G. A longevity benefit dependent on the continuous length of service in the City of Danbury School System shall be added to the annual salary. The continuity of employment will not be considered broken by an approved leave.
 - 1. After twelve (12) years of service, a salary adjustment of \$400 shall be added to the basic annual salary.
 - 2. After fifteen (15) years of service, a salary adjustment of \$1200 shall be added to the basic annual salary.
 - 3. After twenty (20) years of service, a salary adjustment of \$2000 shall be added to the basic annual salary.
 - 4. After twenty-four (24) years of service, a salary adjustment of \$2800 shall be added to the basic annual salary.
 - 5. After twenty-eight (28) years of service, a salary adjustment of \$3600 shall be added to the basic annual salary. (This is only applicable to present employees with twenty-eight (28) years of service.)
 - 6. Only employees hired on or before June 30, 2000 shall be eligible to receive longevity payments.

ARTICLE XI
SALARY SCHEDULES

- A. The salaries for the positions in the bargaining unit are set forth in the Appendix.
- B. Differentials (to be added to base wage cumulatively), during the life of this contract will be as follows:

| | |
|-----------------|----------|
| Certification | \$100.00 |
| BA/BS Degree | \$650.00 |
| Master's Degree | \$850.00 |

In order to receive the above certification for possessing a Master's Degree, that degree must be in Nursing or Public Health, or in a discipline approved by the administration.

ARTICLE XII
SALARY DEDUCTION PROGRAM

- A. Deductions required for participation in a tax sheltered annuity program shall be provided by the administration through salary withholding. The tax sheltered annuity deductions shall remain unchanged throughout the year except when termination of policy is authorized.
1. The Board and the Union will annually review, no later than April 30, the provisions for the Tax Sheltered Annuity Programs, which shall be cooperatively developed.
 2. All changes in Tax Sheltered Annuity Programs must be done prior to August 15 to be effective September 1 and prior to February 15 to be effective March 1.
- B. Deductions required for the Waterbury Credit Union and other benefits shall be made by the Administration through salary withholding.
1. The Board of Education agrees to deduct from the salaries of its employees only when said employee individually and voluntarily authorizes the Board to do so.
- C. The Board shall be held free and harmless from any liability in handling Union dues, payroll deductions, annuity deductions, authorized under the appropriate receiving agency, and may require a release from the Union.

ARTICLE XIII
INSURANCE

All personnel covered by this Agreement shall be eligible to receive health and insurance coverage for themselves as individuals for themselves and their families in accordance with programs as specified below.

Benefits provided under this Article shall be effective during the period of this contract for all nursing staff until the end of this contract for nursing staff employed after the effective date of this contract.

The Board will comply with all applicable State Statutes regarding insurance coverage for Nurses.

- A. The Board shall provide the following health and insurance benefits for the individual nursing staff member or, where applicable, the family, including eligible children to age twenty-six as defined in the Affordable Care Act.
1. Continuation of POS Plan. For the period through August 31, 2014, the Board shall continue to provide insurance benefits through the CIGNA Point of Service Plan, as

provided in the preceding Collective Bargaining Agreement effective July 1, 2011 through June 30, 2013.

2. HDHP/HSA Plan. After September 1, 2014, the Board shall provide health insurance benefits through participation in a High Deductible Health Plan with Health Care Savings Account, with the following features:

a) Annual Deductible (In Network)

| | |
|-----------------|---------|
| Single Coverage | \$2,000 |
| Family Coverage | \$4,000 |

- b) Preventive Care on a no deductible basis, as defined by the terms of the HDHP plan description.

- c) Co-insurance Coverage at the rate of 90% Employer/ 10% Employee for amounts above the annual deductible in the amounts of:

| | |
|-----------------|-----------------|
| Single Coverage | Capped at \$250 |
| Family Coverage | Capped at \$500 |

- d) Health Savings Account. On September 1, 2014, the Board shall contribute to each participating nurse's individual Health Savings Account amounts as follows:

| | |
|-----------------|------------|
| Single Coverage | \$1,500.00 |
| Family Coverage | \$3,000.00 |

Commencing with September 1, 2015 and for all subsequent years of this contract, the Board shall make such contributions to the participating nurses' HSA two times each year, on the following schedule:

| | |
|-------------|--|
| September 1 | 50% funding (\$750 single/\$1500 family) |
| January 1 | 50% funding (\$750 single/\$1500 family) |

- e) Total Out of Pocket Loss. Upon exhaustion of the annual deductible, the coinsurance, and upon receipt of all HSA contributions, the total annual out of pocket loss for those nurses participating in the HDHP/HSA Plan shall be limited to

| | |
|-----------------|--------|
| Single Coverage | \$750 |
| Family Coverage | \$1500 |

3. Health Insurance Premium Contribution

Nursing Staff members shall pay following percentage share of the cost of premiums for medical and dental insurance benefits.

July 1, 2013 12.5% premium cost share
July 1, 2014 12% premium cost share

4. Term Life Insurance

For the duration of this Agreement, Term Life Insurance shall be provided by the Board, to be equal to one and one-half (1½) times the nursing staff member's total annual salary.

Total annual salary is defined as the member's salary as indicated in Article XI, Salary Schedules.

5. Dependent Term Life Insurance

- a. Spouse - \$2,000
- b. Children - \$1,000 six (6) months to age twenty-one (21); \$100 fourteen days to age six (6) months.

6. Survivor's Insurance

The designated beneficiary of a deceased professional nursing staff member will receive:

- a. \$200 per month for two (2) years plus \$100 per month for eight (8) years.
- b. The specifics as outlined by master policy.

7. CIGNA Long Term Disability Insurance - or a plan equal to or better in coverage benefits and function to members of the bargaining unit.

- a. Sixty percent (60%) of salary, not to exceed \$2,000 per month, for professional nursing staff members who suffer a long term disability. This insurance will become effective after ninety (90) calendar days of disability or when accrued sick leave in excess of ninety (90) calendar days is exhausted.
- b. The specific benefits provided are as defined in the master policy.

8. Anthem Dental Plan - or a plan equal to or better in coverage, benefits and function to members of the bargaining unit.

The specific benefits provided for the individual nursing staff member or, where applicable, the family, including dependents to age nineteen (19), dependent students to age twenty-five (25) are as follows:

| | |
|-----------------------|----------------------------|
| Preventative | - 100% of charges incurred |
| Routine | - 80% of charges incurred |
| Major | - 60% of charges incurred |
| Maximum coverage | - \$1,500 annually |
| Orthodontics | - 50% |
| Orthodontics | - \$1,000 lifetime |
| Individual Deductible | - \$150 |
| Family Deductible | - \$300 |

- B. All nursing staff members retiring from employment as such with the Board, as that term is defined in the City of Danbury pension plan, shall be allowed to purchase health insurance only, through the program provided by the Board at group rates for the lesser of ten (10) years after retirement, or until the age of seventy (70).
1. Retirees may continue Major Medical coverage beyond the lesser of ten (10) years after retirement, or until the age of seventy (70), provided such coverage is available within the master insurance policy carried by the Board.
 2. The cost of all such coverage shall be at the retiree's expense.

ARTICLE XIV

MALPRACTICE INSURANCE

Nurses professional liability is covered under the appropriate policy. The limit of liability is the amount agreed upon by the Board of Education and the City of Danbury. In the event that this coverage can no longer be provided through the City of Danbury, the Board of Education agrees that this contract shall be re-opened in order to discuss the issue of liability coverage.

ARTICLE XV

TRANSPORTATION AND INSURANCE

Reimbursement for mileage shall be provided to each nurse for all miles traveled in the conduct of his/her work. This rate will be that which is allowable by the Internal Revenue Service for tax deduction purposes, and a monthly log of mileage must be submitted to the nurse coordinator.

ARTICLE XVI
LEAVES OF ABSENCE

A. Sick Leave

1. Nurses shall be entitled to sick leave with full pay for a maximum of fifteen working days in each year. Unused sick leave shall be accumulated from year to year, so long as the nurse remains continuously in the service of the Board, up to but not in excess of one hundred fifty (150) days.
2. During their first year of employment, new employees shall receive a pro-rated number of sick days, based on the number of months remaining in the work year following their first day of work.
3. If an employee is sick and cannot report to work, he/she shall notify the Coordinator of Nursing Services or his/her designee before the school day is scheduled to begin, allowing for as much notice as possible.
4. A leave of absence for ill health, not to exceed two (2) years, may be granted by the Board of Education without salary. Such leave will not cause a break in seniority. Credit for experience prior to the leave will be granted upon return to active employment.

B. Paid Holidays

1. All Professional Nurses shall receive three (3) paid holidays each school year in recognition of Thanksgiving, Christmas, and New Years Day.
2. For the 2016-17 school year and every year thereafter, all Professional Nurses shall receive four (4) paid holidays, in recognition of Thanksgiving, Christmas, New Years' Day and Martin Luther King Day.

C. Convention Leave

1. When it is evident that convention or conference attendance or the observation of activity in another school building or school system will contribute to the effectiveness of the school health program, the Superintendent, with reasonable limitations as to time and number of individuals involved, may grant convention or conference leaves or permission to observe an activity in another school building or school system without loss of pay.
2. The Board agrees to reimburse, within thirty (30) days of submittal of expenditures, all nurses attending a convention or conference, or observing activities in another school system, when reimbursement is approved by the Superintendent of Schools and is within budgetary allocations established for this purpose.

D. Personal Leave

1. A union member shall be permitted to take up to three (3) days of leave with salary, annually, for the conduct of the following matters of personal concern that cannot be conducted during non-school hours, such as:
 - a. Absence required for legal matters (e.g. subpoena, house closing).
 - b. Graduation of a member of the immediate household.
 - c. An emergency over which the union member has no control.
 - d. Observance of religious holidays.

A Union member with less than three (3) years of seniority shall be permitted to take one (1) school day of leave with salary, annually, for the conduct of such matters that cannot be conducted during non-school hours. An additional two (2) days of personal leave may be granted to the union member for the birth or adoption of their child. A request for such leave shall be made in writing to the Superintendent.

2. Application for leave shall be made as far in advance as is practicable and, except for emergency, shall be made at least forty-eight (48) hours prior to the date of the leave, and shall state the reason for each leave. Requests for personal days must be approved by the Coordinator of Nursing Services.
3. A request for personal leave, with salary, for the day before or for the day immediately following a holiday or school recess will be considered only in an emergency. The nature of the emergency must be outlined in the request. The request shall be subject to the approval of the Superintendent.

In unusual circumstances, the Superintendent may waive the limiting provisions of this section.

E. Bereavement Leave

1. If explicitly reported, absence of a nurse due to the death of a spouse, parent, parent-in-law, child, brother, sister, stepchild, grandchild, stepparents or member of his/her immediate household shall be permitted without loss of pay or deduction from sick leave or personal days. Such absence shall be up to five (5) days to grieve or travel for each such death.
2. Subject to the conditions outlined above, absence with pay will be allowed for the death of an uncle, aunt, nephew, niece, first cousin, grandparent, brother-in-law, or sister-in-law. Such absence shall not exceed one (1) day for each such death.

F. Jury Duty

1. Any nurse who is called for jury duty shall receive the necessary leave to fulfill his/her civil obligation. This leave shall not be deducted from sick leave or from personal days. The staff member shall receive a rate of pay equal to the difference between the professional salary and the jury fee.
2. The nurse must notify the Director of Personnel within three (3) school days of the receipt of his/her jury summons. If the nurse so desires, or if in the judgment of the Director of Personnel, the nurse's absence would create an undue interruption in the delivery of health services, the Director of Personnel may seek to have the nurse excused from jury duty. Failure to so notify the Director of Personnel will mean that the nurse called for such jury duty will not receive his/her salary and the leave will be considered a leave of absence without pay.

G. Maternity Leave

1. Childbirth Leave. 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. Policies involving commencement and duration of leave, the availability of extension, the accrual of seniority and other benefits and privileges, protection under health or temporary disability insurance 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.
2. Childrearing Leave. The nurse may apply for a leave of absence for the anticipated birth or adoption of a child, for placement of foster child care in her home.
 - a. In the case of the requested leave an employee must provide 30 days advance notice before the date the leave would begin. If the employee is unable to provide 30 notice days, he/she must provide such notice as is practicable.
 - b. The leave will extend for the remainder of the school year in which the leave was taken.
 - c. The nurse may request leave for the next school year ensuing.
 - d. The nurse is to notify the Director of Human Resources of his/her intent to return to their previous position of employment. This notification shall be submitted by March 1st of the calendar year in which the nurse plans to return.

H. Federal Family Medical Leave Act

The Federal Family Medical Leave Act Statute and the State Statute of 1993 and amendments will be recognized.

I. Other Leaves

1. Other extended leaves, with or without salary, may be granted at the discretion of the Board of Education.
2. A nursing staff member may be granted leave for one (1) day without loss of salary for participation in his/her own commencement exercises.
3. Whenever it is necessary for official representatives of the Association to engage in Union activities directly relating to the Union's duties as representatives of the nurses, free time, not to exceed five (5) days will be granted with pay for two (2) members of the unit who may be selected to represent the Union. Appropriate documentation will be submitted to the Personnel Office with the request form for professional days.
4. A nursing staff member may be allowed to leave without loss of salary for continuing education requirements when the educational program is not available at any other time. This leave will not exceed two (2) days in a given year.

J. Unauthorized Leaves

No Nurse shall be absent except for reasons stated in this article.

ARTICLE XVII
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which from time to time arise affecting the welfare or working conditions of nurses. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of procedure.
2. Nothing herein contained shall be construed as limiting the right of any member of the unit having a grievance or dispute to discuss the matter informally with any appropriate member of the administration.

B. Definitions

1. A "grievance" is hereby to mean (a) a complaint beyond the first level, by a nurse or a group of nurses based upon an alleged violation of or variation from the

provisions of this Agreement, or the interpretation, meaning or application thereof.

2. An "aggrieved person" is a person or group of persons making such a complaint.
3. A "party in interest" is a person or group of persons (including the Board or any of its representatives) who might be required to take action or against whom action might be taken in order to resolve the complaint.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process.
2. In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party of interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

Level One

1. A nurse with a complaint shall first discuss it with his/her immediate supervisor and/or Principal, with the objective of resolving the matter informally.
2. Beyond Level One all complaints are considered grievances and must be presented through the Nurses Grievance Committee.

Level Two

1. In the event that the aggrieved person is not satisfied with the disposition of his/her complaint at Level One, or in the event that no decision has been rendered within ten (10) school days after presentation of the complaint, he/she may file a grievance in writing with the Nurses Grievance Committee within five (5) school days after the decision at Level One or fifteen (15) school days after the complaint was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairperson shall refer it in writing to the Superintendent of Schools or his/her designee.
2. The Superintendent shall represent the Board at this level of the grievance procedure. Within ten (10) days after receipt of the written grievance by the Superintendent or his/her designee, the Superintendent or his/her designee shall meet with the aggrieved person in an effort to resolve it.
3. If a nurse does not file a grievance in writing with the Nurses Grievance Committee and the written grievance is not forwarded to the Superintendent within thirty (30) school days after the nurse knew or should have known of the

act or condition on which the grievance is based, then the grievance shall have been waived. A dispute as to whether a grievance has been waived under the paragraph shall be subject to mediation pursuant to Level Four.

Level Three

In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or in the event no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent or his/her designee, he/she may file the grievance in writing with the Nurses Grievance Committee within five (5) school days after a decision by the Superintendent or his/her designee, or fifteen (15) school days after he/she has first met with the Superintendent or his/her designee, whichever is sooner.

Within five (5) school days after receiving the written grievance, the Nurses Grievance Committee shall refer it to the Board. Within ten (10) school days after receiving the written grievance, the Board shall meet with the aggrieved person and the Nurses Grievance Committee for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three shall, however, be rendered by no less than a majority of the Board.

Level Four

1. If the grievance is not satisfactorily resolved at Level III within a two (2) week period from the date of receipt of the Board decision, the Union shall submit, in writing, the matter before the State Board of Mediation and Arbitration, provided that within thirty (30) days after receipt of a written arbitration notice, the Board may elect that the American Arbitration Association shall immediately be called upon to select the single arbitrator, in lieu of the State Board of Mediation and Arbitration. If the Board exercises its right to elect the American Arbitration Association, and the American Arbitration Association hears the grievance, the Board shall bear the cost of the arbitrator.
2. The arbitrator so selected shall confer with the representatives of the Board and the Nurses Grievance Committee and hold hearings promptly and unless extended by mutual agreement, shall issue his decision not later than thirty (30) days from the date of the closing of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor can he add to, subtract from or modify any terms of this agreement, establish or change any salary rate or job classification. The decision of the arbitrator shall be submitted to the Board and to the Nurses' Grievance Committee and, subject to law, shall be final and binding.

D. Rights of Nurses to Representation

1. No reprisals of any kind shall be taken by any party to this Agreement against any party in interest, any witness, any member of the Nurses' Grievance Committee or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the Judgment of the Nurses' Grievance Committee, a grievance affects a group, the Nurses' Grievance Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Nurses' Grievance Committee may process such a grievance through all levels of the procedure even though the aggrieved persons do not wish to do so.
2. Decisions rendered at Levels Two and Three of the Grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be promptly transmitted to all parties in interest and to the Chairperson of the Nurses' Grievance Committee. Decisions rendered at Level Four shall be in accordance with the procedures hereinbefore set out therefore.
3. Forms for filing and processing grievance and other documents necessary under the procedure shall be those agreed upon by the Superintendent and the Union, and given appropriate distribution so as to facilitate operation of the grievance procedure. All documents, communication and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE XVIII
TERMINATION OF EMPLOYMENT

A. All terminations will be based on just cause.

B. Layoff/Recall

1. In all cases of lay-off and rehiring, length of service in the bargaining unit will govern, provided that the employee to be retained by reason of greater seniority is capable of filling the remaining jobs.
2. In the event it becomes necessary to reduce the number of bargaining unit members, employees shall be laid off in inverse order of seniority within the bargaining unit. No probational or regular employee shall be laid off from any position while a temporary employee is still employed.

The Board of Education shall give written notice to the employee and the Union of any proposed layoff and reasons therefore, a minimum of fifteen (15) calendar days prior to the effective date of layoff.

3. Laid off permanent employee shall have recall rights for a period of two (2) years from the date of layoff. Said employees shall be recalled by inverse order of layoff, with the most senior employee on layoff the first to be recalled.

Recalled employees shall be credited with sick leave and seniority rights accumulated prior to a layoff, unless the same are limited or abridged by some other provision of this Agreement.

Any employee who refuses recall shall lose all further recall rights. Failure to report to work within twenty (20) working days following notice to report, sent by registered or certified mail to the employee's last known home address as it appears in the records of the Personnel Office, shall relieve the Board of any further obligation under this section of the Article. It is the employee's responsibility to notify the Personnel Office in writing of any change in address. Notwithstanding the aforesaid, upon written request of the employee, the Board may at its sole option extend the date when said employee must report back to work under this Section. Failure of the Board of Education to grant the requested extension shall not be a grievable matter by the employee or the Union.

ARTICLE XIX **SUCCESSOR AGREEMENT**

- A. Negotiations for a Successor Agreement will commence subject to the provisions of the Connecticut General Statutes, Sections 7-467, et. seq., as amended. The Board agrees to initiate negotiations with the Union over a Successor Agreement in a good faith effort on both sides to reach continuing agreement not only on salaries and other conditions of employment but also on other matters of personnel policy and relationships which may then be of mutual concern and interest. Any agreement so negotiated shall be reduced to writing and signed by the parties.
- B. During negotiations, the Board and the Union shall present relevant data, exchange points of view, make proposals and counterproposals. Each party shall make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may utilize the services of outside consultants, and may call upon professional and lay representatives to assist in the negotiations.
- C. If the negotiations described in No. A of this article reach an impasse, the procedure set forth in Connecticut General Statutes, Section 7-467, et. seq., as amended, shall be followed with respect to those matters of salary and other conditions of employment covered by the Act.

ARTICLE XX
DURATION

The terms and conditions of this agreement shall be effective, retroactive, to July 1, 2013 and shall continue in full force and effect until June 30, 2017. In the event that the Board and Association fail to secure a successor agreement prior to the termination of this Agreement the terms of this present Agreement will be extended and remain in effect until such time as a new Agreement is signed.

The Union will notify the Board during the month of January of 2017 that it wishes to commence negotiations for a successor agreement.

Ellen Calle, President
Local 1303-295 of Council #4
AFSCME, AFL-CIO
(Danbury School Nurses Association)

Eileen Alberts, Chair
Danbury Board of Education

Date

Date

