

DERBY BOARD OF EDUCATION

AND

**CONNECTICUT HEALTH CARE ASSOCIATES,
NUHHCE,
AFSCME, AFL-CIO
(NURSES)**

July 1, 2020 – June 30, 2021

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INTRODUCTION

This Agreement is made and entered into by and between the Derby Board of Education (hereinafter referred to as the "Board") and the Connecticut Health Care Associates, NUHHCE, AFSCME, AFL-CIO (hereinafter referred to as the "Union"), jointly referred to as the "Parties."

ARTICLE I **RECOGNITION**

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours and other conditions of employment of all full-time (thirty (30) hours per week or more) and part-time (a minimum of twenty (20) hours per week or more) registered nurses, excluding seasonal (as defined in MERA) and substitute employees.

ARTICLE II **MANAGEMENT RIGHTS**

Section 1

Except as specifically abridged or superseded by any provision of this Agreement, the Derby Board of Education has and will continue to retain, whether exercised or not, the sole and exclusive right, responsibility and prerogative to manage and direct the operations of the schools, including but not limited to the following rights:

- A. To create, abolish or maintain programs and maintenance activities, as in the judgment of the Board will best serve the interests of the school district.
- B. To decide upon the need and type of personnel, facilities, buildings, lands, apparatus and other property within its control.
- C. To employ, assign, transfer, hire, fire and discipline employees and to prescribe and enforce reasonable rules and regulations for the performance of work and to maintain discipline.
- D. To prescribe schedules and procedures used to operate the schools.
- E. In general, to control, supervise and manage the operations of the Derby School System and to establish or continue policies, practices and procedures for the conduct of Board business and the management of its operations, and from time to time, to change or abolish such policies, practices or procedures.

Section 2

The management rights listed herein shall not contravene the terms or conditions of this Agreement.

ARTICLE III **HOURS OF WORK**

Section 1

The normal paid work hours for full-time employees shall be six and one-half (6½) hours per day, Monday through Friday, with a one-half (½) hour paid lunch. The normal work year shall be the student school year and one (1) day immediately prior to the commencement of the student school year.

In the event that a nurse is needed during her paid lunch, such employee shall administer the needed treatment.

Nothing herein shall preclude the assignment of a longer or shorter work year, a longer or shorter work day, or a longer or shorter work week by the employer, with at least one (1) month advance notice to the Union. The work day for each employee shall commence at times determined by the Superintendent or his/her designee.

Prior to the commencement of each school year, employees shall receive a school calendar indicating their workdays/year and shall be advised of their respective starting times and work assignments, provided however that such work starting times/days/weeks/year assignment may be changed due to the needs of the school district.

In the event that after an employee receives her/his initial work assignments for the ensuing school year, either: (1) a new position is created by the Board; or (2) a vacancy occurs as a result of an employee covered by this Agreement not returning to work, such position shall be filled in accordance with Article XIX, Section 2.

Section 2

Summer/extended school year positions shall be posted on school bulletin boards and distributed to bargaining unit employees via electronic mail (using the employee's Board email address) no later than May 31st of each year.

Bargaining unit employees covered by this Agreement wishing to receive those positions may apply. Positions will be awarded in accordance with Article XIX. Employees shall be compensated at their regular hourly rates of pay. All other provisions in this Agreement will be applicable for those awarded summer/extended school year positions. (Independence Day is not a paid holiday).

Section 3

Employees who report to work shall receive a full day's pay if their work day is shortened due to a late opening or early school closing.

ARTICLE IV
SALARIES AND PAYROLL DEDUCTIONS

Section 1

The hourly wage rates of bargaining unit positions are set forth in Schedule A which is attached hereto and made part of this Agreement. Only those employees covered by this Agreement who are employed by the Board on the date of ratification shall be entitled to retroactive pay.

Section 2

Part-time employees who are scheduled to work at least twenty (20) hours per week shall be entitled to all unpaid and paid time benefits set forth herein on a pro rata basis.

Section 3

Employees shall be paid on a bi-weekly basis.

Section 4

All employees shall be paid via direct deposit. Employees shall complete necessary documentation in order for the Board to implement direct deposit.

Section 5 - Longevity

Upon completion of the following years of service and each year thereafter, all employees shall receive the applicable longevity payment as follows:

10 years	\$250.00
20 years	\$350.00

Section 6

In order to maintain accurate time records, the Board will maintain an electronic time keeping system, as determined by the Board.

ARTICLE V
SICK LEAVE

Section 1

Employees shall earn sick leave at the rate of one day for each full month worked. Sick leave shall be cumulative to a maximum of ninety (90) days.

Section 2

In the event that an employee is absent from work for three (3) consecutive days or more for him/herself or a family member, he/she may be required to submit a note from the treating physician.

Section 3

Nurses will not be called at home when ill unless there is an emergency.

ARTICLE VI

PERSONAL LEAVE, BEREAVEMENT LEAVE,

FAMILY LEAVE AND UNPAID LEAVE

Section 1 – Personal Leave

Employees shall be entitled to four (4) days of personal leave, two (2) of which may be taken with at least forty-eight (48) hours advance notice, but without any stated reason.

The remaining two (2) personal days may be taken for the following reasons: illness or injury to a member of immediate family; mandatory court attendance; marriage of the nurse; birth of nurse's child; attendance at nurse's commencement ceremony.

Section 2 – Bereavement Leave

Five (5) days bereavement leave with pay shall be granted to an employee for each occurrence of a death of the employee's spouse or child or step-child. Three (3) days bereavement leave with pay shall be granted to an employee for each occurrence of a death of the employee's parent, sibling, in-law, grandparent or grandchild of the employee.

Section 3 – Family Leave

Family leave shall be provided in accordance with applicable federal law.

Section 4 – Unpaid Leave

Unpaid leave of absence up to one (1) year may be granted at the sole discretion of the Board under conditions described by the Board, to include:

- A. No step advancement;
- B. No sick leave, personal leave, holidays or insurance benefits;
- C. No accumulation of seniority, but no break in service;
- D. No unemployment compensation;
- E. No employment elsewhere;
- F. Date of return to employment shall be stated at time of leave request;
- G. Failure to return to scheduled date of return shall constitute resignation;

- H. Upon return from leave, the employee shall be placed in the same, or comparable position.

ARTICLE VII
PROBATION

Section 1

All new employees shall serve a probationary period of sixty (60) workdays. Workdays shall be defined as days that the employee actually attended a full work day. Probationary employees shall be evaluated after forty-five (45) workdays. Following such evaluation, the employee will be made aware of any issues/concerns regarding job performance and provided with specific issues and concerns, as well as recommendations for improvement in writing. In the event that the building principal or his/her designee fails to evaluate the nurse, it shall not be subject to the grievance and arbitration procedure. Moreover, the content, findings and determinations set forth in the evaluation shall not be subject to the grievance and arbitration procedure.

The Superintendent may, at his/her discretion, extend the probationary period for an additional sixty (60) workday period. If the Superintendent or his/her designee does not notify the employee and the Union at the end of the initial sixty (60) workday period of the extension of the sixty (60) workday period, the probationary period shall end at such time. In the event that an employee's initial probationary period is extended, the employee and the Union will be advised of the reason(s) for the extension.

During the employee's probationary period and, if applicable, extended probationary period, the employee may be dismissed or otherwise disciplined without access to the grievance procedure of this Agreement. Upon completion of the probationary period and, if applicable, the extended probationary period, the seniority of the new employee shall commence from the employee's first date of continuous actual employment for the Board (from his/her first date of work, not his/her date of hire).

Section 2

The Board shall provide, by October 15th of each year, a complete list of bargaining unit employees' names with the most recent information the Board has regarding the respective employee's address, phone numbers, dates of hire, rates of pay and insurance status. The local union president shall also be advised, in writing, within two (2) weeks from his/her hire date, the names, address, phone numbers, date of hire, rate of pay and insurance status of any new employees.

ARTICLE VIII
EMPLOYEE BENEFITS

Section 1

Effective upon signing, eligible employees shall be entitled to the health insurance benefits set forth in Appendix A.

Employees shall contribute toward the premium for health insurance by way of payroll withholding as follows:

July 1, 2020	23%
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Section 2

Eligible employees shall be entitled to dental insurance benefits for individuals and dependents and shall contribute the same percentage for the dental insurance premium as set forth in Section 1 above for health insurance coverage and it shall be by way of payroll withholding.

Section 3

Employees shall be entitled to life insurance in the amount of ten thousand dollars (\$10,000.00).

Section 4

Employees shall not be eligible for health insurance until they sign the appropriate payroll withholding form. Reinstatement for health insurance benefits shall be subject to state and federal law and any requirements of the insurance carrier.

Section 5

The Board reserves the right to change the carriers for the insurance listed above, provided that the level of benefits and service is equal to or better than the previous coverage. Prior to making such change, the Board will consult with and explain the change to the Union.

ARTICLE IX
LAYOFF AND RECALL

Section 1

Written notice of layoff effective during a school year shall be given by the Board at least ten (10) work days in advance of the layoff date.

In the event the Board determines prior to the end of a school year that layoffs are required at the end of a school year effective at commencement of the ensuing school year, the Board shall

provide notice to the affected employee(s) at least five (5) work days prior to the last day of school.

In the event that the Board determines during the summer recess that additional layoffs are necessary, the affected employee(s) will be provided with a minimum of ten (10) work days notice (from the effective date of layoff).

For purposes of Article IX, Section 1, work days shall be defined as days the Board office is open.

Section 2

In the event that a layoff becomes necessary, the least senior qualified employee shall be laid off first.

When a bargaining unit position is eliminated, the employee holding such position may fill the position of a vacancy created due to the layoff of a less senior employee, provided that the employee is qualified for the position.

Section 3

The name of any employee who is laid off shall be maintained on a recall list for a period of eighteen (18) months. All individuals on the recall list shall be notified of any vacancies by certified mail. Such notification will be sent to the address of record that the Board has for the individual(s). Any vacancy which occurs within the recall period within the category of prior experience shall be offered to the most senior person on the recall list if no active more senior employee applies for the position. An employees' name shall be removed from the recall list for any of the following reasons: (1) failure to respond to the recall offer within five (5) calendar days of the date of receipt of the notification; (2) notification by the USPS to the Board that the letter to the employee has not been claimed; (3) acceptance of employment with the Board; or (4) the expiration of the eighteen (18) month recall period.

Section 4

An employee recalled from layoff shall retain his/her pre-layoff seniority date.

Additionally, an employee recalled to his/her former classification shall be placed on the applicable contract year salary schedule under Schedule A.

In the event that the recalled employee had any accumulated remaining sick leave at the time of his/her layoff, such sick leave shall be restored.

Section 5

Laid off employees may be offered temporary, part-time or substitute work. No temporary, part-time or substitute assignment shall last longer for a laid off employee than ten (10) consecutive work days.

In the event that the employee does not accept such work, it shall not affect his/her recall rights.

ARTICLE X GRIEVANCE PROCEDURE

Section 1 - Purpose

To secure at the lowest possible level, equitable solutions to grievances.

Section 2 - Definitions

- A. "Grievance" shall mean a claim that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement.
- B. "Days" shall mean school work days during the school year, or week days, Monday through Friday (except legal holidays) during the summer months.
- C. "Grievant" shall mean an individual employee or group of employees or the Union who claims that an individual employee or group of employees have been adversely affected by an alleged grievance.

Section 3 - Time Limits

- A. The number of days indicated at each step at each level of the grievance procedure shall be considered a maximum. Steps may be merged by mutual consent of both parties. The time limits specified may, however, be extended by written agreement of both parties.
- B. If the grievant does not file a grievance in writing within ten (10) days after he/she knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered as waived.
- C. Failure by the grievant at any level to appeal a grievance to the next higher level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- D. A written response will be provided to the grievance at levels one through three of the grievance procedure. Failure by the administration to provide a written response within the specified time period for reaching a decision shall be deemed

to be a denial of the grievance and shall permit the grievant to advance to the next level of the grievance procedure.

- E. Before using the grievance procedure, the parties may hold an informal meeting in an attempt to resolve a grievance.
- F. If a grievance is not resolved upon completion of Level 3 of the grievance procedure, the grievance may be submitted by the Union to final and binding arbitration only if the grievance involved the interpretation or application of a specific section of this Agreement or an alleged violation thereof. Arbitration shall be submitted to the Connecticut State Board of Mediation and Arbitration in accordance with its rules and regulations. The designated arbitrator shall hear and decide only one (1) grievance at a time, unless mutually agreed to the contrary. The arbitrator shall be bound by and must comply with all of the terms of this Agreement and shall have no power to add to, subtract from or in any way modify the provisions of this Agreement. The costs for the services of the arbitrator shall be borne equally by both parties.

G. **PROCEDURAL STEPS AND LEVELS WITH TIME LIMITS**

	Time Limit for Submitting/Appealing	Time Limit for Conducting	Time Limit for Reaching
<u>Level</u>	<u>Grievance</u>	<u>Meeting</u>	<u>Decision</u>
1. Principal	10 days (See Section 10.3 B.)	10 days from submission	5 days from meeting
2. Superintendent	5 days after decision at level 1	10 days from submission	5 days from meeting
3. Board of Education	5 days after decision at level 2	10 days or next regular Board meeting (whichever is later)	10 days from meeting
4. State Board of Mediation & Arbitration	20 days after decision at level 3	--	--

Section 4 - Representation

- A. No reprisals of any kind shall be taken by either party against any participant in the grievance procedure by reason of such participation.
- B. Either party may be represented on all levels of the formal grievance procedure by a person or persons of its choosing.
- C. Either party may call upon the professional services of outside consultants at any stage of the grievance procedure.

Section 5 - Records and Files

- A. CHCA forms for filing grievances shall be used by bargaining unit employees.
- B. At the option of the grievant, records of the grievance materials and supporting documents may be made accessible to a person or persons of his/her choosing.
- C. All grievances and decisions rendered shall be in writing.
- D. Both parties shall keep the proceedings as confidential as is appropriate.

ARTICLE XI DISCIPLINARY PROCEDURES

Section 1

Disciplinary action shall normally follow this procedure:

- (1) verbal warning – initialed in writing
- (2) written warning
- (3) suspension without pay
- (4) discharge

The Board may vary the above procedure where an offense is of such a nature as to warrant suspension or discharge.

Section 2

All disciplinary action, suspension and discharges shall be for just cause and shall be stated in writing with the reasons given and a copy given to the employee and the Union within five (5) business days following the suspension or discharge. At the discretion of the Superintendent, if he/she deems it appropriate under the circumstances, he/she will meet with the Union representative prior to imposing a suspension or discharge.

ARTICLE XII
HOLIDAYS

Section 1

The following holidays shall be observed as days off with pay for all eligible employees:

Labor Day*	New Year's Day
Columbus Day	Martin Luther King, Jr. Day
Veterans' Day**	Presidents' Day
Thanksgiving Day	Good Friday
Day after Thanksgiving Day	Memorial Day
Christmas Day	

*In the event that the academic year commences after Labor Day, at the discretion of the Superintendent, the eligible employee shall receive either the paid Labor Day holiday or a floating holiday. In the event that Christmas Day and/or New Year's Day fall on a weekend, the Superintendent shall designate the day(s) that will be recognized as the paid holiday.

**In the event that school is held on Veterans' Day, employees are expected to report to work and will not receive holiday pay for such day. Rather, such employees shall receive their regular remuneration for the day. If the day is observed as a holiday by the Board, eligible employees shall receive holiday pay for the day.

Section 2

To qualify for holiday pay, the employee must work the full scheduled work day immediately preceding and following the holiday, unless: (1) the employee is excused from doing so by the Superintendent, his/her designee or the Principal of the school the employee primarily works in; or (2) has a valid, acceptable written medical note from the employee's treating physician that is submitted by the employee to the Superintendent or Building Administrator within seventy-two (72) hours of the employees' return to work. Failure to meet the requirements set forth under (1) or (2) above will result in forfeiture of holiday pay.

ARTICLE XIII
ADDITIONAL BENEFITS

Section 1

The Board shall provide, at its expense, professional liability insurance for each nurse in the amount of one million dollars (\$1,000,000.00) per occurrence, three million dollars (\$3,000,000.00) aggregate liability limits.

Section 2

Itinerant nurses shall receive reimbursement at the federal IRS rate for the use of their vehicles on school business.

Section 3

The Board agrees to indemnify all bargaining unit members in accordance with Connecticut General Statutes Section 10-235.

ARTICLE XIV **MISCELLANEOUS**

Section 1

Nurses shall have the opportunity to attend the Annual Critical Issues Conference in order to remain proficient with their duties and responsibilities to the students in the Derby School District. The Board shall reimburse the nurse for the registration fee for attendance at said conference within fourteen (14) days of submission of the invoice by the employee.

Section 2

Time for participation in professional and educational institutes, workshops, meetings and in any programs having CEUs applied, which will improve the individual's on-the-job performance and professional growth, may be granted by the Superintendent. Requests for such time should be made a minimum of two (2) weeks prior to the meeting, whenever possible. A response to this request should be made within five (5) working days of said request.

The Board shall make every effort to budget up to two thousand dollars (\$2,000.00) to cover the costs of the institutes, workshops, and meetings referred to above. The cost may be individual or collective.

Section 3

The Board will pay for the cost for any bargaining unit member wishing to receive Hepatitis vaccinations.

Section 4

Employees shall not use personal cell phones, tablets or other electronic devices during work hours, except in the case of an emergency.

Section 5

Employees shall be evaluated on an annual basis. Upon completion of the evaluation, it will be reviewed with the employee by the Administrator who prepared the evaluation. If the employee desires, he/she may sign it, date it and add comments regarding the content of the evaluation.

Section 6

The Board shall make available electronic copies of this Agreement within fifteen (15) days after signing by both parties. Any employee who requests a hard copy of this Agreement shall be provided one within three (3) business days from the date of his/her request. New employees shall be provided with a copy of this Agreement at the time of hire.

ARTICLE XV NO STRIKE PROVISION

The Union agrees that it shall not call, authorize, instigate, sanction or condone any strike, slowdown, mass resignation, work stoppage, or other concerted refusal to perform any assignment on the part of any employee during the period of the Agreement or any extension thereof. Any employee who violates this article of the Agreement shall be subject to immediate dismissal.

ARTICLE XVI UNION RIGHTS/REPRESENTATION

Section 1

All employees may join the Union or pay to the Union a representation fee equal to the usual dues of the Union. Upon receipt of individual written authorization from employees, the Board shall deduct the Union dues and/or service fees in conjunction with regular salary payments and shall remit same on a monthly basis to the Union.

Section 2

The Union agrees to indemnify and hold the Board harmless against any or all claims, demands, suits or other forms of liability including attorneys' fees and the cost of administrative hearings 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 XVII
JURY DUTY

Any employee called for jury duty shall inform the Superintendent within two (2) work days of notification. Any employee who is called shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The employee shall receive a rate of pay equal to the difference between the regular salary and the jury fee.

ARTICLE XVIII
SAVINGS CLAUSE

In the event that any federal or state legislation, governmental regulations or court decisions cause invalidations of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

ARTICLE XIX
VACANCIES

Section 1

Initially filling vacant or new bargaining unit positions:

Vacant or new bargaining unit positions may initially be filled by use of temporary transfers. A temporary transfer shall be defined as up to thirty (30) school days. At the conclusion of the thirty (30) school day period, the employee shall be returned to his/her prior position, provided that the thirty (30) school day period may be extended by agreement of the Superintendent and the Union.

Section 2

Posting and filling vacant or new bargaining unit positions:

During the school year, vacant positions and new bargaining unit positions will be posted on all applicable school bulletin boards for five (5) work days. The posting will also be sent by certified mail to all individuals on the recall list. The position will be awarded to the employee with the highest seniority. The Board agrees to notify any applicant as to who was awarded the position. The Board agrees to provide the successful applicant a seven (7) working day notice prior to moving the employee to the awarded position. If no active bargaining unit employee applies to fill the new bargaining unit position or vacancy, the position may then be offered to employees on the recall list in descending order of seniority. If the employees on the recall list do not accept the assignment, the position may be posted to the general public.

If either no qualified active employee, qualified individual on the recall list or qualified outside applicant applies for the position, the Superintendent will post a notice for five (5) work days requesting a volunteer to fill the position.

Section 3

At the request of the Superintendent or his/her designee and in the discretion of the Board, a school nurse may participate in the evaluation process of prospective employees (including the interview process).

ARTICLE XX
PENSION

Members of the bargaining unit that were members of the bargaining unit prior to July 1, 2017 shall be participants in the City of Derby Pension Plan. The Board shall make such contributions as are required by the Plan on a regular basis. Bargaining unit members new to the bargaining unit as of July 1, 2017 or hired by the Board on or after July 1, 2017 shall not be eligible to participate in the City of Derby Pension Plan. Bargaining unit members either new to the bargaining unit as of July 1, 2017 or hired by the Board on or after July 1, 2017 shall be eligible to participate in a 403(b) plan administered by the City of Derby. The City shall contribute annually two percent (2%) of the member's wages. A member may, on a voluntary basis, contribute up to the maximum amount allowed by applicable law (with no additional contribution by the City or the Board beyond the two percent (2%) maximum annual contribution).

ARTICLE XXI
NON-DISCRIMINATION

The Board agrees that there shall be no discrimination, coercion or intimidation of any kind against employees for any reason whatsoever, including but not limited to: marital status, age, sex, race, creed, color, religious belief, national origin, ancestry, union activity or disability. An alleged violation of this provision shall not be subject to the grievance and arbitration procedure.

ARTICLE XXII
DURATION

Except as otherwise stated herein, the provisions of this Agreement shall be in full force and effect from July 1, 2020 through June 30, 2021. There shall be no retroactivity in any change from the predecessor contract, except for wages, unless specifically noted herein. If as of January 1, 2020, the total cost of a group health plan or plans offered under this Agreement meets the thresholds that would trigger an excise tax under the Internal Revenue Code Section 4980I, the parties agree to reopen this Agreement for the sole purpose of negotiating over health insurance.

IN WITNESS WHEREOF, the parties hereto have set forth their hands.

Derby Board of Education

Date _____

Date 8/19/20

Date _____

Date _____

By _____

By [Signature]

**Connecticut Health Care Associates,
NUHHC, AFSCME, AFL-CIO**

By Mary Florio, Pres. CHCA

By [Signature]

Kelly Carloni, RN

SCHEDULE A
DERBY BOARD OF EDUCATION

Nurses Hourly Wages

<u>Position</u>	<u>7/1/2020 (retroactive)</u>
	2.0%
Nurses	\$37.09

APPENDIX A
DERBY BOARD OF EDUCATION

Health Insurance Plan Details