

**AGREEMENT**

**BETWEEN**

**NORWALK BOARD OF EDUCATION**

**and**

**CONNECTICUT HEALTH CARE ASSOCIATES**

**NATIONAL UNION OF HOSPITAL**

**and**

**HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO**

**September 1, 2019- August 31, 2022**

**CONNECTICUT HEALTH CARE ASSOCIATES CONTRACT**

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## **CONNECTICUT HEALTH CARE ASSOCIATES CONTRACT**

The object of the School Health Program is to assist each child to obtain his/her greatest degree of physical, social, mental and emotional health. This is achieved through a comprehensive health program undertaken by several departments of the school system, one of which is the School Nurses.

### **ARTICLE I RECOGNITION**

The Norwalk Board of Education hereby recognizes Connecticut Health Care Associates, National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO ("CHCA"), as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for all Registered Nurses, Occupational Therapists and Physical Therapists employed by the Norwalk Board of Education (THE "Board"), excluding those Registered Nurses who are supervisors in accordance with the Connecticut State Board of Labor Relations Case No. ME-6774 and temporary and seasonal employees and all other excluded from the purview of §§7-767, et seq., of the Connecticut General Statutes.

### **ARTICLE II MANAGEMENT RIGHTS**

Except to the extent modified by a provision of this Agreement, the Board reserves and retains solely and exclusively all rights and authority to operate, manage, and administer the department, including all such rights and authority as existed prior to the execution of this Agreement.

### **ARTICLE III DEFINITIONS**

Members of this group are responsible for evaluation, assessment and interpretation of medical problems, for individual counseling in good health habits, vision, hearing and postural screening and assistance in carrying out immunization programs, physical examinations, etc., and other non-emergency professional work as determined by the Superintendent in consultation with the Coordinator of Health Services with notice to the Union President. The school nurse works with the physicians, school administrators, teachers, social workers, guidance counselors, and families to achieve the objective of the School Health Program. School nurses supervise and administer direct care to students.

The professional personnel are members of the In-School Planning and Placement Team for screening pupils requiring special education or services. Professional personnel may also be asked to attend meetings of the Central Planning and Placement Team.

All school nurses are registered by the Connecticut State Board of Examiners for Nurses and have a valid license to practice nursing in the state of Connecticut. The school nurse's educational preparation may include either graduation from a three year diploma school of nursing, or a baccalaureate degree or masters' degree in nursing or a related field. All newly hired registered nurses shall be required as a condition of employment to have a B.S. or B.A. degree.

Newly employed registered nurses have at least two years nursing experience prior to accepting a school nurse's position except as waived by the Board with notice to the Union.

All occupational therapists have a current valid license to practice occupational therapy in the State of Connecticut.

All references to "Superintendent" will mean the Superintendent of Schools or his or her designee. All references to the "Board" will mean the Board of Education or its designee.

**ARTICLE IV  
PROFESSIONAL NEGOTIATIONS AND COMMUNICATIONS  
CONCERNING BUDGET**

1. The Board and the Union agree to begin to negotiate over a successor agreement, concerning salaries, and all conditions of their professional practice by 120 days immediately prior to the expiration of this Agreement, unless the parties agree otherwise. Any agreement so negotiated shall apply to all professional personnel and shall be reproduced in writing and be signed by the Board of Education and the Union.
2. During negotiations, the Board and the Union shall present relevant data, exchange points of view, and make proposals, and counter-proposals.
3. Upon request, the Board shall provide the Union with copies of documents relating to the budget for the next fiscal year, including preliminary budgetary proposals, requirements and allocations.
4. Notwithstanding any contractual provision, past practice, or case law allowing action to the contrary, no wage increases, by way of step increase or otherwise, will be paid after the expiration of this contract. Payment of any such wage increases, and whether they would be retroactive, will be determined as part of the negotiations for the successor agreement.

**ARTICLE V  
CONNECTICUT HEALTH CARE ASSOCIATES**

**SALARY SCHEDULE SEPTEMBER 1, 2019 to DECEMBER 31, 2019**

<b>STEP</b>	<b>BACHELOR DEGREE</b>	<b>MASTER DEGREE</b>
1	\$56,829	\$59,443
2	\$58,006	\$60,556
3	\$59,122	\$61,668
4	\$60,233	\$62,785
5	\$61,349	\$64,020
6	\$62,582	\$65,265
7	\$64,071	\$66,743
8	\$65,798	\$68,475
9	\$67,115	\$69,845
10	\$68,458	\$71,242
A	\$70,892	\$73,734
B	\$72,769	\$75,720
C	\$74,780	\$77,735

**SALARY SCHEDULE JANUARY 1, 2020 TO AUGUST 31, 2020**

<b>STEP</b>	<b>BACHELOR DEGREE</b>	<b>MASTER DEGREE</b>
1	\$58,250	\$60,929
2	\$59,456	\$62,070
3	\$60,600	\$63,210
4	\$61,739	\$64,355
5	\$62,883	\$65,621
6	\$64,147	\$66,897
7	\$65,673	\$68,412
8	\$67,443	\$70,187
9	\$68,793	\$71,591
10	\$70,169	\$73,023
A	\$72,664	\$75,577
B	\$74,588	\$77,613
C	\$76,650	\$79,678

**SALARY SCHEDULE SEPTEMBER 1, 2020**

<b>STEP</b>	<b>BACHELOR DEGREE</b>	<b>MASTER DEGREE</b>
1	\$59,415	\$62,148
2	\$60,645	\$63,311
3	\$61,812	\$64,474
4	\$62,974	\$65,642
5	\$64,141	\$66,933
6	\$65,430	\$68,235
7	\$66,986	\$69,780
8	\$68,792	\$71,591
9	\$70,169	\$73,023
10	\$71,572	\$74,483
A	\$74,117	\$77,089
B	\$76,080	\$79,165
C	\$78,183	\$81,272

**SALARY SCHEDULE SEPTEMBER 1, 2021**

<b>STEP</b>	<b>BACHELOR DEGREE</b>	<b>MASTER DEGREE</b>
1	\$60,603	\$63,391
2	\$61,858	\$64,577
3	\$63,048	\$65,763
4	\$64,233	\$66,955
5	\$65,424	\$68,272
6	\$66,739	\$69,600
7	\$68,326	\$71,176
8	\$70,168	\$73,023
9	\$71,572	\$74,483
10	\$73,003	\$75,973
A	\$75,599	\$78,631
B	\$77,602	\$80,748
C	\$79,747	\$82,897

Staff member's previous years of employment as a Registered Nurse, Physical Therapist or Occupational Therapist by the City of Norwalk shall be included in the calculations for longevity which is calculated on the basis of completed years of service.

**CATEGORY A:** Commencing with 10 - 14 years of service, after one year placement on Step 10.

**CATEGORY B:** Commencing with 15-19 years of service, after one year placement on Step 10.

**CATEGORY C:** Commencing with 20 years of service and above after one year placement on Step 10.

**HOURLY RATE:** Staff members who are assigned to duty beyond the normal hours of employment shall be compensated at the rate of \$44.35 in 2019-20, \$45.24 in 2020-21 and \$46.14 in 2021-22.

**PER DIEM RATE:** The per diem rate shall be \$321.54 in 2019-2020, \$327.97 in 2020-2021 and \$334.53 in 2021-2022.

### **CREDIT FOR SALARY PURPOSES**

1. In years in which step movement is negotiated, all personnel shall advance one step each year until maximum is reached. Nurses not yet at maximum shall not move a step during the term of this Agreement. People hired before February 1<sup>st</sup> in any work year will be eligible to advance one step at the end of the school year. All personnel hired on or after February 1<sup>st</sup> will not advance one step at the conclusion of that first school year.
2. New personnel entering the department shall be placed on a step of the salary schedule allowing credit for past work experience. New hires with five months or more past work experience will get credit for one step; new personnel with less than five months past work experience will not receive credit on the salary schedule for that experience. In addition, professional personnel shall receive up to two years salary credit for service in the U.S. Armed Forces. Full credit shall be granted for public health nursing or school nursing; half credit shall be granted for other nursing experience.
  - (a) The Board may hire new employees up to a maximum of Step 8, as determined by the Coordinator of School Health Services.
  - (b) The Board may hire physical and occupational therapists up to a maximum of Step 11 as determined by the department of specialized learning in collaboration with the Union.
3. All professional personnel shall be paid biweekly on a twelve (12) month basis by direct deposit.

### **ARTICLE VI DUES DEDUCTION**

1. The Board shall deduct Union dues from the earned wages of professional personnel monthly in such amount as determined by the Union, provided that no such deduction shall be made from any employee's wages except when authorized by him or her in writing. All sums so deducted shall be sent to the Union's office, with a record of the amount and the names of those from whom deductions have been made.
2. The Board's obligation to make such deductions shall terminate automatically upon termination of employment.

3. The Union agrees that it will indemnify and save the Board harmless from any action growing out of these deductions and commenced by any professional personnel against the Board. The Union assumes full responsibility in the disposition of funds so deducted once they have been turned over to the Union.

## **ARTICLE VII TRANSPORTATION ALLOWANCE**

A monthly transportation allowance of \$150 per month will be paid the Registered Nurse, Physical Therapist and Occupational Therapist staff for each 10 month school year covered by this Agreement. This amount shall be included in the employee's regular paycheck and made through direct deposit. Employees commencing work on or after June 11, 2001 shall be ineligible for this benefit, but will receive reimbursement at the IRS rate for required Board-related travel,

## **ARTICLE VIII APPOINTMENT TO POSITION**

1. Confirmation of appointment of assignment, job description and salary shall be in writing and given to each professional person with a copy to the Union Chairman at the time of hire. In addition, the Union Chairman shall be notified of all terminations and leaves of absences for extended periods of time.
2. The Human Resources Officer shall notify the Union in writing within seven days of the name and address of each new bargaining unit member.
3. A copy of the contract shall be available in the offices of the Health Services Coordinator, the Chairman of the local Unit, the Board of Education, Connecticut Health Care Associates or online, and shall be given to each new bargaining unit member.
4. Board policies shall be available online.
5. The orientation of new employees shall include the following:
  - (a) The employee shall be oriented to the procedure book, emergency procedures, medication book and procedure for setting up and closing up a school. Said orientation shall take place prior to beginning an assignment. Should a nurse conduct the orientation outside of his/her regular work hours, he or she shall be paid at the hourly or per diem rate. The new hire shall be paid for time spent during such orientation. If such orientation occurs prior to the new hire's start to work, the new hire will be paid at a rate determined by the administration. If such orientation occurs after the new hire's start to work, the new hire will be paid at the hourly or per diem rate if it occurs outside of his/her regular work hours. At the Health Services Coordinator's discretion, any current nurse may be given a re-orientation and shall be paid for attending a reorientation on a non-work day at the hourly or per diem rate if it occurs outside of his/her regular work hours. To successfully complete the orientation period, the employee shall have completed and have been signed off on a checklist listing the items reviewed.
  - (b) A nurse/mentor shall be available to the new employee for his or her first year of



employment, provided such availability shall have no adverse impact on the operation of the school nurse program.

## **ARTICLE IX SENIORITY**

1. Individuals when first hired shall serve a probationary period of one (1) year with the option to extend the probation period by one (1) additional year for a maximum of two (2) years. Upon the completion of the probationary period, the seniority of such new individuals shall be retroactive to the date of hire. 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.
  - (a) The probationary period shall include orientation by an experienced school nurse to various areas of specialty within school nursing as identified by the Health Services Coordinator and the Consultation Committee.
  - (b) It is understood that emergency coverage shall be provided for the school of the probationary employee during these orientation sessions.
2. Seniority shall be defined as the length of continuous service from the most recent date of employment as a Registered Nurse, Physical Therapist or Occupational Therapist by the Norwalk Board of Education.
3. Seniority shall not accrue during unpaid approved leaves of absence unless specified otherwise.
4. The Board shall notify the Union of the intended reduction in force prior to notifying the employee(s) affected.
5.
  - (a) In the event of a reduction in force seniority shall prevail in each classification (registered nurse, physical therapist or occupational therapist), with the least senior employee laid off first, and so on.
  - (b) An employee who is recalled from a layoff shall be rehired at the rate of pay which would be equivalent to their normal step progression, excluding credit for the period during which the employee was on recall. These recall rights shall operate within classification and shall extend only for a period of two (2) years following the end of the school year in which the layoff occurs. Individuals on the recall list must notify the Superintendent's Office of any changes in address. Notice of recall will be effective if mailed certified, return receipt requested to the address of record. A laid-off individual must return to service within twenty-one (21) calendar days after notification of recall is sent or when the position becomes available, whichever occurs last, or recall rights will be forfeited. An individual who refuses recall or fails to respond to a notice of recall within seven (7) days of receipt of such notice shall forfeit recall rights.
  - (c) If a reduction in hours within a particular job classification rather than elimination

of position is to be implemented, then reductions will take place beginning with the least senior employee and will proceed in reverse order of seniority. The employee whose hours are so reduced shall be offered the opportunity to restore those hours as soon as additional hours are available.

- (d) The parties agree that in particular circumstances it may be desirable to effect a reduction in force by some means other than that outlined in this section. The Board agrees to consult with the Union in advance on the method of reduction in force to be used if the Union so requests.

## **ARTICLE X ASSIGNMENTS AND TRANSFERS**

### **1. Assignment**

The best interests of students, the educational program and the school health program are paramount in the assignment of all professional personnel. Changes in assignment or transfer shall be made only after the administration has consulted with the affected employee. Consideration shall be given to the population with special needs when determining assignments.

- (a) No nurse shall be required to cover more than her regular assignment except for short term emergencies.
- (b) The Board of Education shall make a reasonable attempt to balance numerically the work load of school nurses in light of financial circumstances, staffing levels, and the health needs of students.
- (c) When the school nurses' assignment includes two or more schools, travel time will be kept to a minimum.
- (d) Notice of a tentative assignment shall be given to the school health personnel not later than July 15. In the event of a change in circumstances after July 15, any change in assignment shall be made only after consulting with the employee affected.

### **2. Transfers**

- (a) School Health personnel who desire a change in school assignments shall file a written statement of such desires with the Human Resources Office, not later than June 1<sup>st</sup>. Such a statement will include the preference to which he/she desires to be transferred.
- (b) Transfers shall be made without regard to age, race, creed, color, religion, or nationality or any other basis prohibited by law. Given related administrative processes, this provision is included for informational purposes only.
- (c) Under normal circumstances, professional personnel will retain their assignments for the full school year. An involuntary transfer shall be made only after a meeting

between the person involved, the Union and the Coordinator of Health Services, or his designee, and only under unusual circumstances, at which time the person and the Union shall be notified of the reasons for the transfer. In the event that a person objects to the transfer at this meeting, upon the request of the person, the Union will be notified and the Superintendent, or his designee, will meet with the Union's representatives to discuss the transfer.

## **ARTICLE XI TERMINATION OF EMPLOYMENT**

1. Written notice of resignation shall be given by the professional person at least thirty (30) days in advance of the resignation date except in unusual circumstances; the professional person shall give as much notice as possible.
2. Written notice of termination of employment due to a reduction in force shall be given to the professional employee by the employer at least forty-five (45) days prior to the reduction.
3. There shall be a termination interview with the Health Services Coordinator.
4. There shall be no discipline or discharge except for just cause, which shall apply to post-probationary employees only.

## **ARTICLE XII PROFESSIONAL MEETINGS AND EDUCATIONAL MEETINGS**

1. Time for participation in professional and educational institutes, workshops or meetings, in-service programs, and professional conferences and conventions which will improve the individual's on-the-job performance and professional growth, may be granted for up to three (3) days per school year normally on a rotating basis, subject to the necessity for maintaining the efficient operation of the department. Requests for such time will be made two weeks prior to the meeting, whenever possible. A response to this request will be made within five working days of said request. Expenses for such meetings will be paid by the Board of Education up to a total of \$10,000 annually for the bargaining unit, but normally not to exceed \$800 per employee annually for the cost of workshop registration fees. If the \$10,000 maximum is not fully utilized in a fiscal year, the remaining amount shall be prorated to help cover the cost of the registration fee and pre-conference workshops for those who attend the National Association of School Nurses Conference, with priority given to employees who have not exhausted their \$800 annual allowance. The Board of Education shall give the unit chairperson an annual accounting of the expenses. Nurses shall be eligible to apply this towards programs offered on weekends and during the summer as well as the school year.
2. There will be monthly staff meetings, up to one (1) hour, and scheduled in advance with a forty-eight (48) hour cancellation notice. The term staff means nurses, physical therapists and occupational therapists.
3. There shall be a representative of the School Health Services unit on the Superintendent's Calendar Committee.

4. If professional education meetings are scheduled outside of school hours, the professional staff shall receive compensatory time or in-service credit.

### **ARTICLE XIII WORK SCHEDULE AND YEAR**

1. The normal work schedule for Professional Personnel shall be the approved school calendar as may be amended due to unanticipated changes. The normal work day shall be up to 7 hours and 15 minutes. The normal work day shall begin fifteen (15) minutes before and end fifteen (15) minutes after the scheduled school day as a result of inclement weather, training or some other reason that is approved by Central Office with the exception of parent-teacher conferences where nurses shall be expected to work a full day, the nurses will follow the same schedule. The work year shall be up to 184 days.
2. Every professional staff member shall have a duty free lunch period, except for serious emergencies. A school nurse shall be given flexibility in arranging her lunch time in order to provide maximum service to pupils.
3. The nurse shall not be assigned to non-nursing duties during the time she is assigned to a school.
4. The nurse shall be provided one thirty-minute period each day for documentation duties except in exceptional circumstances, as long as students' needs are being met. The building principal, in consultation with the nurse, shall designate such time and shall inform building staff accordingly.

### **ARTICLE XIV VACATIONS**

Professional personnel shall receive vacations during the school year as approved in the school calendar as may be amended due to unanticipated changes.

### **ARTICLE XV HOLIDAYS**

Professional personnel shall receive holidays during the school year as approved in the school calendar as may be amended with notification to the Union

due to unanticipated changes. Such personnel shall not be required to work on Presidents' Day in the event it is a non-school day.

### **ARTICLE XVI LEAVE PROVISIONS, SEVERANCE PAY, EARLY RETIREMENT**

1. (a) Sick leave is defined as absence from work without loss of pay as a result of bona fide illness or injury.
- (b) Each employee shall be credited with fifteen (15) days sick compensation at the beginning of each school year. Employees who enter employment in Norwalk

during the school year will be credited with 1 1/2 days sick leave each month remaining in the school year.

1. During the first three years of service, if an employee resigns during the school year, sick benefits shall be adjusted according to the actual length of service. If the employee has used more sick days than he/she has earned as of the date of his/her resignation, either his/her final salary check shall be adjusted or he/she shall be billed for overpayment. If, after three years' service in Norwalk such a situation occurs, the employee shall not be obliged to return any overpayment but the matter shall be referred to the Board for a decision on the individual's case.
  2. Accumulation of unused sick leave will be unlimited for employees working as of June 11, 2001. For employees commencing work as of June 11, 2001 but before January 1, 2013, accumulation of unused sick leave will be limited to a quantity of days equal to one (1) work year. For employees hired on or after January 1, 2013, sick leave will be limited to one hundred twenty-five (125) days.
  3. Should absence due to illness continue beyond the time for which compensation is provided by this Agreement, the Board shall consider an extension of sick benefits. Length and quality of service in Norwalk and record of attendance shall be of prime consideration.
- (c) Sick leave shall continue to accumulate during the time an employee is on authorized sick leave.
- (d) Professional personnel shall receive a statement of accumulated unused sick leave and personal days on the same schedule currently in place for teachers.
- (e) Health and Hardship Leave. When an employee has to be absent because of the serious illness of a member of the immediate family, such absence will be deducted from sick leave up to fifteen (15) days each year. "Serious illness" means a serious health condition as defined in Board policy 4152.5 (Family and Medical Leave of Absence policy). "Immediate family" means child, spouse or parent. The Superintendent shall have the right to request a doctor's certificate to ascertain the validity of the serious illness. Leave under this section is only available to employees hired before January 1, 2013.
- (f) Personal Days. Full time Health Staff shall be granted two (2) days per year without loss of pay and not deducted from sick leave, for important personal or family business that can only be transacted during the school day. The individual shall give seventy-two (72) hours notice, except in cases of emergency, to his/her immediate supervisor in advance of taking the leave. Unless the administration reasonably suspects abuse, the individual is not obligated to explain the reason for his/her leave except to state that it is being taken under this provision. Under unusual circumstances an additional day may be granted upon request. Personal days shall not be used on the last day before holidays or school recesses or the first

day of school following holidays or school recesses, except when the Human Resource Officer determines an extenuating circumstance exists. Personal days are not accumulative and shall not be carried over from year to year.

- (g) **Death Benefit.** In the event a member of the bargaining unit, hired before January 1, 2013, dies while employed, his or her estate shall be entitled to receive pay for unused sick leave up to sixty days.

## **2. Pregnancy Leave**

- (a) Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from shall be treated as temporary illness for all job related purposes. Policies involving commencement and duration of leave, the availability of seniority and other benefits and privileges, protection under health insurance plans, application of Family and Medical Leave and payment of sick leave shall be applied to disability due to conditions of pregnancy on the same terms and conditions as they are applied to illness.
- (b) The length of an employee's disability due to conditions of pregnancy shall be determined by the nurse's physician and the nurse shall provide her physician's determination to the Human Resources Office as it is available. Said physician shall specify the time period he/she expects the employee to be unable to work due to the conditions of pregnancy, setting forth the date the employee will have to cease working and the date the employee may be expected to be able to return to work. Additional and/or follow-up medical information may be requested when needed for job-related reasons.

## **3. Child Rearing Leave**

- (a) Childrearing leave, for the purposes of this Agreement, is defined as a leave of absence, without pay, immediately following the birth of a child, an adoption of a child or a legal fostering of a child, or immediately following any disability period associated with these events.
- (b) An employee may be entitled, upon written request submitted to the Human Resources Department, to an extended leave without pay for purposes of childrearing, apart from any period of pregnancy-related disability leave. However, in the event the Board also employs the employee's spouse, only one spouse shall be entitled to childrearing leave.
- (c) Except as otherwise provided by law, any nurse granted childrearing leave shall not qualify for benefits during the period of the leave. However, the employee may continue insurance benefits at his/her own expense, subject to any rules of the insurance carrier.
- (d) Childrearing leave may be granted until one of the following: (1) the mid-point of the school year; or (2) the end of the employment year in which the child is born or adopted or fostered; or (3) the end of the subsequent employment year.

- (e) An employee requesting childrearing leave shall submit a request in writing not less than sixty (60) days prior to the anticipated date of ending performance of duties.
- (f) Experience step level does not continue during the period of such leave. But step at the time leave begins is used in determining salary schedule placement upon return to work.
- (g) Seniority shall not accrue during childrearing leave but shall be bridged upon the employee's return to work.
- (h) When an employee returns from childrearing leave at the mid-point of the school year, confirmation of the desire to return from leave must be provided in writing to the Human Resources Office at least three (3) weeks prior to the date of return. When an employee returns from childrearing leave at the start of a subsequent school year, confirmation of the desire to return from leave must be provided in writing no later than June 30<sup>th</sup> of the previous school year.
- (i) Failure on the part of the employee to provide the Human Resources Office with timely written confirmation of his/her desire to return from leave shall be construed as his/her resignation of employment.
- (j) Upon expiration of childrearing leave of ninety or less days, the employee returning from leave shall be returned to the position he or she held prior to taking leave unless that position no longer exists, in which case the employee shall return to an analogous position. Upon expiration of childrearing leave of more than ninety days duration, the employee shall be returned to his/her original position or an analogous position, as long as such position is available. If no such position is available, the leave shall be extended until such time as a position is available, or for a period of two (2) years, whichever comes first. If no position is available by the expiration of the two-year period, the employee shall be terminated. In the event two or more employees desire to return to work at the same time after a child rearing leave of more than 90 days, the employee with the most seniority shall receive preference.

4. Military Leave shall be granted in accordance with state and federal statute.

5. A permanent employee, 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 with or without pay and/or benefits for a period not to exceed three (3) months or an educational leave for up to one (1) year without pay or benefits. Extension may be granted by the Superintendent but in no case is the total period of time to exceed one (1) year.

6. **Workers' Compensation**

Absences from work due to an injury arising out of and in the course of his/her employment shall be treated in accordance with the workers' Compensation laws of the State of Connecticut.

**7. Bereavement Leave**

Absence of school health staff to attend the funeral of a fellow staff employee of the same school will be allowed. Employees may be absent without loss of pay for a period up to four (4) school days when necessary due to a death in the immediate family. In computing the four (4) school days under this rule, the day of the death shall be the first day if it is a school day, regardless of the hour at which the death occurred. The words "immediate family" shall be held to embrace all those linearly related to the employee absent; also the wife, husband, brother, sister, grandmother, grandfather, father-in-law, and mother-in-law of the employee absent, also the aunt, uncle, niece, nephew, or first cousin of the employee absent, provided the deceased was a member of the household in which the employee resides or any individual domiciled in the house of the employee. If additional time is required because of distance or religious practice, the employee may request an extension of the leave or defer the beginning of the leave due to an unusual circumstance with discussion with the supervisor. An employee may be absent without loss of pay for one day when there is a death of an uncle, aunt, niece, nephew, first cousin, brother-in-law, sister-in-law, son-in-law or daughter-in-law.

**8. Severance Pay**

For employees hired before January 1, 2013:

Upon retirement, under the terms of the City of Norwalk Pension Plan any professional person covered by the contract who has completed twenty-two (22) years of service with the Norwalk School System and provides at least three months advance notice of retirement, will be granted severance pay for unused sick leave up to a maximum of one hundred (100) days.

For persons who retire under the terms of the City of Norwalk Pension Plan and provide at least three months advance notice of retirement and with less than twenty-two (22) years of completed service, the amount of severance pay will be computed by multiplying the number of days of accrued sick leave by the percentage of years of service to which the professional person is entitled (e.g., 22 years service = 100%, 17.6 years service = 80%, etc.).

In the event of serious life altering unforeseeable circumstances beyond the employee's control which are reasonably related to an employee's decision to retire, the Board shall have the discretion to modify the employee's foregoing notice schedule and/or grant an exception.

If the result is larger than the maximum allowance of one hundred (100) days, the professional person would be paid a daily rate computed by dividing the annual salary by 1/200 for each day of leave up to a maximum of one hundred (100) days. If the result is lower than hundred (100) days, the professional person would be paid a daily rate for each day. At the option of the retiree severance pay may be received during the first month of the calendar year following retirement.

**9. Bargaining unit members granted leave under this Article shall be subject to the reduction in force provisions of Article IX, Seniority.**



## **ARTICLE XVII EVALUATION**

All newly appointed staff members will receive an annual evaluation for a two (2) year probationary period. The purpose of this probationary period is to provide time for performance evaluation of new staff member, and provide for separation if indicated. Process shall be established through the consultation provision of the contract.

This evaluation process for non-probationary staff members shall be done at least every other year.

## **ARTICLE XVIII EMPLOYEE BENEFITS, SAFETY AND HEALTH INSURANCE**

1. Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.
2. Various booklets or other explanatory material summarizing the following plans have been and may hereafter be given to the employees. All questions relating to such plans and their interpretations and the rights and benefits of any employee or member of her/his family thereunder, however, shall be determined by the terms and conditions of the master plans and policies themselves and the rules and regulations relating thereto of the insurance companies involved.

Further, the Board may, at its sole option, after notice to the Union, change insurers or policies of insurance or enter into a program of self-insurance, so long as the present level of benefits is not diminished.

### **3. Health Insurance**

The Board shall provide health insurance for unit members as follows:

#### **(a) Medical Insurance**

The plan benefits shall be as set forth in the State Partnership Plan 2.0 ("SPP") including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

- (1) The premium rates shall be set by the SPP.

- (2) The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration. <sup>SEP</sup>
- (3) In the event of the following occurs, the Board or the Union may reopen negotiations in accordance with Conn. Gen. Stat. Section 7-473c(b) as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.
- (a) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
- (4) In any negotiations triggered under Section 5 above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the plan set forth in the Current Agreement to be the baseline for such negotiations, and the parties shall consider the following additional factors:
- Trends in health insurance plan design outside of the SPP;
  - The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to mediation or arbitration for resolution, the mediation or arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

(b) Dental Care

The Board shall provide for employee and family coverage in a Delta Dental Premier Preferred Provider Plan with modifications as follows:

1. Calendar year maximum to \$5,000
2. Move sealants from B to A
3. Increase the lifetime maximum for Ortho to \$4,000
4. Increase the dental implant coverage to a lifetime maximum of \$4,000.
5. Reduce bitewing x-rays from 2 sets/year for all members to 1 set/year for adults & 2 sets for children

- 6. Increase Ortho coinsurance to 100% from 60%
- 7. Increase implant coinsurance to 75% from 60%
- 8. Change frequency limits for crowns to 8 years from 5 years

(c) Vision Care

The Board shall provide for employee and family coverage in the Anthem Vision Care Plan currently provided.

(d) Premium Contribution

Each employee electing the health insurance package provided herein shall contribute the following percentages of the cost through payroll deduction pursuant to an IRC Section 125 Plan. Employee Premium Contribution Shall be as follows:

School Year 2019 – 2020	17.0%
School Year 2020 - 2021	18.0%
School Year 2021 - 2022	19.0%

An employee may withdraw or forego all insurance benefits. Reinstatement of discontinued benefits shall be subject to the terms of the insurance company administering the plan at the time that benefits are sought.

(e) Section 125 Plan

At no cost to the Board, the Board shall provide the employees with a Section 125 plan consistent with the statutes and regulations of the Internal Revenue Service. Such I.R.C. Section 125 Plan, in addition to a premium share deduction feature, shall also include an Internal Revenue Code Section 125 limited purpose pre-tax medical expense account also known as a Reimbursement Account Plan for the purpose of enabling eligible employees to divert a portion of their gross salaries, prior to reduction for federal income taxes, by a minimum of \$100 to a maximum of \$2,550 (as such amount may be increased through indexing in the future) for permissible dental and vision expenses, and by a minimum of \$500 to a maximum of \$5,000 per plan year for dependent care, into an account from which, during the course of the plan year (or less, if required by the Internal Revenue Code), they can be reimbursed for the aforesaid vision and dental costs and dependent care costs they or their covered dependents incur. Such election shall be optional for the employee and this plan shall be subject to the laws and regulations of the Internal Revenue Code.

(f) Change of Carrier/Third-Party Administrator

The Board reserves the right to change the carrier/third party administrator for the benefits described in this Article if the level of benefits and coverages is substantially equal to current benefits and coverages. Networks shall be considered substantially equivalent if the disruption rate (of doctors comparing the networks) is ten percent or less.

(g) The District will notify Connecticut Health Care Associates if there are any material

changes in the provisions of the Affordable Care Act related to the “Cadillac Tax” or if an increase in medical benefit costs to the Board of more than 8% is projected. Upon receipt of such notification, the parties agree to arrange mutually convenient times to meet and negotiate changes related to these items only in accordance with Conn. Gen. Stat. Section 7-473c(b).

**4. Group Life Insurance**

The Board of Education will provide 100% of the premium for the employee’s term life insurance which will be \$80,000. In addition the policy will contain provisions making available insurance equal to twice the individual annual salary, with Board paying 1/4 of the annual premium for employees working as of June 11, 2001. Employees commencing work on or after June 11, 2001 may purchase such insurance (equal to twice annual salary) at no cost to the Board. An employee may elect to decline life insurance coverage or decrease coverage to \$50,000 term life insurance.

**5. Insurance Benefits for Retirees**

Retired employees or those who have left the service of the Board of Education for reasons of age or disability will be allowed to remain on group health insurance plans if they pay the full cost at the group rate. Payments must be made on a time schedule specified by the Board of Education. Failure to do so after a warning will result in this privilege being withdrawn.

**Conditions of Eligibility**

- (a) If the past employee is receiving retirement benefits from the Norwalk City Pension Fund.
- (b) Or, if the employee has reached age sixty-two (62) with a minimum of five (5) years of service with the Board of Education, but is not receiving a pension from the City and not leaving for other employment, or has served a minimum of ten (10) years continuous employment and is not leaving for other employment. A letter of assurance is required.
- (c) Or, if the employee is disabled with a minimum of five (5) years service. This procedure is permitted by the carriers under the provision of the current insurance contracts. In the event that any health insurance carrier should unilaterally prohibit such coverage in future contracts, the Board’s obligation hereunder with regard to that carrier shall cease.

**6. Pension**

The employees are covered by the current City of Norwalk Pension Plan. Any proposed changes to the pension plan must be negotiated directly with the City of Norwalk pursuant to the terms of the pension plan and state laws.

An employee retiring under the terms of the Norwalk City Pension Fund who is at least the age of 62 and has fifteen (15) years of service with the Board of Education shall receive

individual insurance coverage for a period of five (5) years immediately following retirement. For those employees who retire prior to July 1, 2005, such coverage shall be provided at Board expense. For those employees who retire after July 1, 2005, such retiree shall pay the premium cost share for single coverage paid by active employees. The retiree may continue dependent coverage at the Board's rate at no cost to the Board. During this five (5) year period, when the employed attains the age of 65 and is eligible for Medicare benefits, Medicare, at the employee's expense, shall be the primary form of coverage with the Board providing a "Medicare wrap-around".

## **ARTICLE XIX PROTECTION**

1. If legal proceedings are threatened or instituted against any professional person covered by this Agreement alleging malpractice arising out of the performance of such professional person's duties under this Agreement, such person shall immediately notify the Board. The Board shall thereafter furnish legal counsel to defend said professional person in such proceedings and the professional person shall cooperate at all times in the defense of said proceedings. If the Board does not provide such counsel, the Board shall reimburse the professional person for reasonable counsel fees incurred in the defense of such proceedings if the professional person prevails in said proceedings.
2. It is recognized that inquiries or investigations need to be made when allegations or complaints are made regarding members of the professional staff. The individual concerned will be given full information, including the identity of the complainant, in sufficient time to prepare her defense. No conclusions will be reached or decisions made, however, until after the professional staff member has had an opportunity to defend himself or herself.

## **ARTICLE XX SOLE AND ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the Board and the Union arrived at as a result of collective bargaining negotiations, and supersedes all prior agreements and undertakings, oral or written, expressed or implied, or other practices, and expresses all obligations of each of the parties during its term. The parties hereto acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

## **ARTICLE XXI NO STRIKE**

During the term of this Agreement no professional employee covered by this Agreement shall participate in any strike or work stoppage at any facility of the Board. The Board agrees that it shall not lock out any professional employee during the term of this Agreement.

**ARTICLE XXII  
GRIEVANCE PROCEDURE**

**1. Purpose**

To secure at the lowest possible level, equitable solutions to grievance against either the Board, its agents or the Union, or its agents or members.

**2. Definitions**

- (a) Any grievance, for purposes of this Article, is defined as any dispute between the parties concerning the application, meaning or interpretation of any of the specific provisions of this Agreement and the rules, regulations, administrative directives or policies of the Board of Education.
- (b) "Days" shall mean calendar days except weekends and legal holidays. It is understood that during the summer, changes shall be by mutual agreement of both parties.
- (c) Failure by the aggrieved, at any level, to appeal a grievance to the next highest level within the specified time limits, shall be deemed to be acceptance of the decision rendered at that level and shall not be presented or processed at a later date.
- (d) Before using the formal grievance procedure, the parties may or may not hold an informal meeting in the attempt to resolve a grievance but in no event shall said meeting or meetings be deemed a waiver of any time limitations as provided in this Article, unless the parties agree in writing to waive said time limits.

**3. 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) The Grievant may be represented on all levels of the formal grievance procedure by a union representative.
- (c) Grievances by the Board shall only be initiated by the Chairman acting for the Board or the Superintendent acting for the Board, or their designees.
- (d) Either party may call upon the professional services of outside consultants at any stage of the procedure.

**4. Records and Files**

- (a) Grievance documents, communications and records shall be filed separately from the personnel files of the participants.
- (b) Forms for filing grievances shall be available in the school office.
- (c) At the option of the aggrieved party, records of the aggrieved's specific grievance

and supporting documents may be made accessible to the Union provided that further processing of the grievance has not been barred by the passage of time as provided in this Article.

- (d) All grievances and decisions rendered shall be in writing.
- (e) Both parties agree that proceedings shall be kept as confidential as is appropriate.

**5. Mediation (if necessary)**

Procedures for mediation shall be in accordance with the Municipal Employee Relations Act.

**6. Arbitration**

When a grievance remains unsettled after having been fully processed through the appropriate levels designated above, such grievance may be submitted for arbitration only if the grievance involves the interpretation or application of a specific section of this agreement or an alleged violation thereof, and if such grievance does not involve rights and responsibilities conferred upon the Board of Education by statute.

Any requests for arbitration of the grievance shall be made in writing with a copy to the Board within five (5) days after notice of the decision rendered at the previous level. Arbitration shall be submitted to the American Arbitration Association in accordance with its rules and regulations. No arbitrator may add, delete, or change the Agreement set forth herein.

The costs for the services of the arbitrators shall be borne equally by both parties.

**TABLE I**

**PROCEDURES FOR HANDLING GRIEVANCES AGAINST THE BOARD OF EDUCATION, ITS MEMBERS OR AGENTS**

LEVEL	DEADLINE FOR SUBMITTING GRIEVANCE	DEADLINE FOR MEETING	DEADLINE FOR REACHING DECISION
Coordinator of Health Services	30 Days <sup>(1)</sup>	5 Days <sup>(2)</sup>	5 Days <sup>(3)</sup>
Superintendent of Schools or His Designee	3 Days <sup>(4)</sup>	7 Days <sup>(2)</sup>	5 Days <sup>(3)</sup>
Board of Education	3 Days <sup>(4)</sup>	10 Days <sup>(2)</sup>	7 Days <sup>(3)</sup>

**TABLE II**

**PROCEDURES FOR HANDLING GRIEVANCES AGAINST THE CHCA, ITS MEMBERS OR AGENTS**

LEVEL	DEADLINE FOR SUBMITTING GRIEVANCE	DEADLINE FOR MEETING	DEADLINE FOR REACHING DECISION
Professional Person	30 Days <sup>(1)</sup>	5 Days <sup>(2)</sup>	5 Days <sup>(3)</sup>
Union Chairperson	3 Days <sup>(4)</sup>	5 Days <sup>(2)</sup>	3 Days <sup>(3)</sup>
Total Membership	3 Days <sup>(4)</sup>	5 Days <sup>(2)</sup>	5 Days <sup>(3)</sup>

- (1) after the grievant knew or should have known of the incident giving rise to the grievance.
- (2) after receipt of the grievance.
- (3) after meeting is concluded.
- (4) after receipt of the decision.

**ARTICLE XXIII  
ABSENCES AND SUBSTITUTES**

1. Professional personnel reporting illness shall use the District absentee reporting system and notification via phone or text to the coordinator of school health services for notification to school principals and Health Services Office for their absence, and will keep Health Services informed of expected duration of absence.
2.
  - (a) A long-term substitute will be hired for professional personnel whose absence can be expected to be for at least thirty (30) calendar days. The substitute nurse would be hired as soon as the likely duration of absence is established.
  - (b) A per diem substitute will be hired for professional personnel who are absent from school.

**ARTICLE XXIV  
IN-SERVICE CREDIT**

**Statement of Purpose**

The continuing improvement of the quality of service to the students in the Norwalk Public Schools is the purpose for which salary schedule credit is granted for participation in In-Service Training.

In-Service Training refers to specific workshops, seminars and programs, and college and university credits earned which are deemed to have significant value in improving the participant's competence as an employee of the Norwalk Public Schools.

**Guidelines**

1. Nurses may obtain in-service course credits for participating in any course, seminar, or workshop that will enhance the nurses' role as health care provider, educator, and counselor.



Approved courses may also include those offered by an accredited college, university, or those home study courses approved by the Connecticut Board of Examiners for Nursing, American Nurses Association, or the National League for Nursing. To be eligible for consideration of in-service credits, the nurse must have a baccalaureate degree.

2. Forms to request in-service credit approval are available in the Human Resources Office. Two copies must be submitted, with one being returned to the applicant indicating action taken. All applications will be reviewed by an in-service credit committee, who will make recommendations to the Superintendent. The final decision as to which programs are eligible will rest with the Superintendent.
3. Approval of applications for the in-service credit shall be subject to conformity with this union contract and all policies of the Board.
4. Requests for prior approval of such courses must be accompanied by descriptive data about the course. Courses for which in-service credit benefits are requested must be of such a nature as to improve the professional competence of the applicant and, as a result, provide added benefits to the school system. Courses offered primarily for recreational and/or social purposes will not be approved for salary credit.
5. Blanket approval will not be given for outside courses. Each course will be evaluated in terms of its potential contribution to the professional competence of the applicant in question. The burden of establishing the probable value of the course in question rests with the individual applicant. To qualify for in-service course benefits, participants must meet all requirements of the sponsor and/or college or university and submit to the Human Resources Officer a certificate or statement from the sponsoring institution showing satisfactory completion of the course.
6. In-service credit will not be granted for course of programs occurring during instructional hours or on regularly scheduled school days except with the specific and direct approval of the Superintendent, in instances which related to broad needs of the school system.
7. The guidelines for granting credit are as follows:
  - (a) 30 + clock hours = three (3) credits
  - (b) 20 - 29 clock hours = two (2) credits
  - (c) 10 - 19 clock hours = one (1) credit
  - (d) More than one clock hour  
but less than 10 clock hours = prorated
8. A maximum of fifteen (15) new credits for in-service workshops and programs may be applied to any column of the established salary schedule until a maximum of forty-five (45) credits has been accumulated, as specified in contract, provided such (15) new credits are acquired within a ten year period while the nurse remains in the same salary column. Such credits may be carried over from the BA column to the MA column except for those credits required for the MA degree.

**Example**

BA - BS + 15 - \$1000                      MA - MS + 15                      - \$1000

+ 30 - \$1000	+ 30	- \$1000
+ 45 - \$1000	+ 45	- \$1000

9. Administrative directed in-service meetings shall be eligible for in-service credit.

10. **Non-Locally Sponsored In-Service or Continuing Education**

Forms for in-service credit shall be submitted to the Human Resources Office for approval. The forms which are available in the school health services office shall be submitted in duplicate.

The in-service credit committee consisting of the Human Resources Officer, Director of Special Education and Student Services, and the Coordinator of School Health will review applications. Forms for prior approval must be submitted by the earliest possible date before commencing the course.

Locally sponsored in-service or continuing education information on these courses or workshops shall be posted in each school and applications shall be available in each school. Staff desiring to enroll in said courses or workshops should indicate on the form that they are school health staff.

11. A nurse who becomes a certified school nurse, certified public health nurse, or a certified pediatric nurse shall receive up to \$500.00 reimbursement for one certification fee every five years.

12. Each School Nurse shall receive a one-time payment of \$1,000 for national certification in school nursing or related field.

**ARTICLE XXV  
CONFERENCES AND CONVENTIONS**

Every other school year, time shall be granted with pay for two nurses for attendance of three (3) days at professional conferences and conventions sponsored by the Union.

**ARTICLE XXVI  
MISCELLANEOUS**

1. The cost of mailing summer checks shall be paid by the Board.

2. **Vandalism**

The Board shall reimburse nurses while on school business for vandalism done to their cars by students. The primary insurance coverage is to be provided by the nurse's own automobile or homeowners insurance plan. The Board will only cover the excess over any valid or collectible insurance carried by the nurse.

3. The Norwalk Board of Education and Connecticut Health Care Associates, National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO, hereby agree that school nurses employed by the Norwalk Board of Education who are members of the CHCA bargaining unit shall receive a designated parking space at their assigned school which will

be accessible to their building.

4. Each nurse shall have access to a computer at the workplace in accordance with the City of Norwalk computer plan. Nurses shall not be required to perform CIRMA duties, except to complete a short initial report.

**ARTICLE XXVII  
DURATION**

1. This Agreement shall be in effect from September 1, 2019 through August 31, 2022. Upon commencement of negotiations in accordance with Article IV, the parties shall arrange mutually convenient meetings for the purpose of negotiating a new Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

BOARD OF EDUCATION OF THE CITY OF NORWALK

BY  1/30/21

CONNECTICUT HEALTH CARE ASSOCIATES NATIONAL  
UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES

BY Mary Florio, President, 1/19/2021

BY \_\_\_\_\_