

PROFESSIONAL AGREEMENT

BETWEEN

POMPERAUG REGIONAL SCHOOL DISTRICT 15

AND

POMPERAUG REGIONAL SCHOOL DISTRICT 15

SCHOOL NURSES' ASSOCIATION

JULY 1, 2023 THROUGH JUNE 30, 2026

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ARTICLE I **RECOGNITION**

The Board recognizes the Pomperaug Regional School Nurses' Association as the sole and exclusive bargaining agent for the purposes of professional negotiations on questions of wages, hours, and other conditions of employment for all school nurses employed by the Board.

ARTICLE II **REQUIREMENTS**

The school nurse must be a Registered Nurse (R.N.) licensed by the State of Connecticut and must satisfy any criteria which are required by the State of Connecticut (ref. CT Statute 10-212).

ARTICLE III **EMPLOYMENT**

1. A school nurse is required to work a seven and one half hour day, including a half-hour paid lunch period, for 192 days.
2. Nurses will be allowed to leave after an early dismissal with full pay at the discretion of the appropriate administrator.
3. At the discretion of the Nurse Coordinator, nurses at school buildings with more than one nurse on staff may be temporarily moved to cover another building if a substitute nurse cannot be secured.

ARTICLE IV **FRINGE BENEFITS**

- A. Effective July 1, 2011, the HSA (Health Savings Account) plan described below shall become the only insurance plan option.

The Board will contribute the applicable annual HSA deductible amounts as follows:

	2023-2024	2024-2025	2025-2026
Employee	50%	50%	50%
Employee +1	50%	50%	50%
Family	50%	50%	50%

The Region shall make the deposit to each employees HSA bank account no later than 7/15. Should an employee leave their position and employment with the District prior to June 30th, the employer reserves the right to seek reimbursement for the amount remaining on a pro-rated basis.

The Board's contribution towards the HSA accounts will be deposited as permitted by federal guidelines throughout the course of the year, on the Board's payroll dates. The parties acknowledge that the board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed persons. The employing Board shall have no obligation to fund

any portion of the HSA deductible for retirees, other individuals upon their separation from employment, or for ineligible individuals as determined by federal guidelines. In the event that a member enrolls in the HSA Medical plan after the start of the plan year, the Board's contribution toward the funding of the deductible shall be pro-rated for that year.

Each bargaining member electing enrollment shall pay a percentage of the premium cost of the as follows:

	Employees' Premium Cost Share		
HSA	2023-2024	2024-2025	2025-2026
Employee	10%	11%	12%
Employee+ 1	10%	11%	12%
Family	10%	11%	12%

Key Features of the Core Plan High Deductible/HSA Medical Plan:

- In-Network/Out-of-Network Annual Deductible (individual/aggregate family) \$2,000/4,000
- Co-insurance 100% Non-Prescription In-Network after deductible
- Co-insurance 80% Out-of-Network after deductible, subject to co-insurance maximum
- Post deductible Prescriptions*:
 - Formulary Prescription Drug Plan with Physician Dispense as Written (DAW)
 - Retail (30 days)
 - \$0 Generic - \$15 Preferred Brands - \$30 Non-Preferred Brands
 - Mail Order (90 days)
 - \$0 Generic - \$30 Preferred Brands - \$60 Non-Preferred Brands
- In-Network Preventive Care not subject to deductible, 100% Co-insurance
- Out-of-Network Preventive Care subject to deductible, 80% Co-insurance after deductible, subject to co-insurance maximum
- Co-insurance Maximum (individual/aggregate family) \$2,500/5,000 (includes out-of-network coinsurance and post deductible RX co-pays)
- Cost Share Maximum (individual/aggregate family) \$4,000/8,000
- In-Network Lifetime Maximum-Unlimited
- Out-of-Network Lifetime Maximum \$1,000,000

Dental coverage will be based on the Full-Service plan provisions, including Riders A, B, C and D.

Each bargaining member must submit a wage deduction authorization permitting the Board to deduct such payment. The Board shall establish a salary reduction plan pursuant to Internal Revenue Code Section 125, so that such payments may be free from income tax, to the extent provided by law. If coverage is elected for one or more eligible dependents, but no spouse is covered, premium sharing will be at the Employee+1 rate.

- B. Group Life Insurance in the amount of 2x the employee's yearly salary, rounded to the nearest thousand dollar unit (employee only) shall be provided.

The amount of life insurance for active employees will be reduced to 65% of the level specified in the preceding paragraph at age 70, and to 50% of the level specified in the preceding sentence at age 75.

- C. An employee who retires from the Regional School District shall be entitled to continued coverage under the Group Insurance Plans, provided such employee assumes the cost of these plans.

The amount of life insurance for retirees shall be reduced by 50% at the time of retirement, with further reductions of 10% each year until the maximum reduction of 90% is attained.

The cost of life insurance for people retiring after July 1, 1994 shall be determined in accordance with the IRS table of uniform premium rates.

- D. An employee who resigns from the Regional System at the close of the school year will be covered for an additional thirty (30) days following the termination of employment.
- E. The Board reserves the right to substitute alternative insurance carriers for each of the insurance coverage's listed herein. Any alternative coverage must be equivalent to the coverage currently in effect, and no such change in insurance carrier shall result in interruption in coverage for any nurse(s). For this purpose the term "equivalent" means the same as or better than the present insurance contract in function, services and benefits to members of the bargaining unit. The Association will be consulted in advance of implementing any change in insurance carrier.

SICK LEAVE

1. Each school nurse will earn 20 days of paid sick leave per year.
2. Sick leave may be accumulated to a maximum of one hundred forty (140) days.
3. Sick leave bank of 25 days PER YEAR for a major illness will be available to all nurses as determined by the Superintendent of Schools, and the pool shall not be carried over from year to year and is not cumulative. An employee utilizing the sick bank must have exhausted their sick leave, and must have a minimum of three (3) years of service in the district.

LONG TERM DISABILITY INSURANCE

1. The Region 15 Long Term Disability Plan will cover all school nurses.

RETIREMENT

1. The Region 15 Pension Plan will cover all school nurses.
2. Retirees benefit will be calculated on the total of your annual compensation (excluding overtime and differential compensation) during the highest three consecutive plan years for which you were paid by the district.
3. Credit for retirement shall be given for unused sick days remaining at retirement (20 days equals one month).
4. A nurse who retires from Region #15 shall be entitled to continued coverage under the group insurance plans provided that the nurse assumes the cost of the plan.
5. The formula for determining pension benefits for eligible bargaining unit members shall be based on:

- (a) 1.5 percent of final average pay per year of credited service, computed in accordance with the provisions of the existing pension plan.

Or

- (b) 1.6 percent of final average pay per year of credited service, computed in accordance with the provisions of the existing pension plan. The pension enhancement will require a co-pay by each member of the bargaining unit who selects this option of .60 percent per year deducted from their pay checks.

- (c) Employees hired before July 1, 2011 may be eligible for a one time election to move into the 1.6% pension buy up. Eligibility for this one-time election is during the 2023-2024 school year.

Effective, July 1, 2011, all new hires shall not be eligible to participate in the Defined Benefit Pension Plan as defined in this Section. The District shall provide a Defined Contribution Plan, where the District shall contribute 2% of each eligible employee's annual earnings to the plan of the employee's choice.

LIABILITY

- 1. The Board shall provide for malpractice insurance for school nurses while they are providing services for the Region.

ARTICLE V **SPECIAL LEAVE**

- 1. Special leave of absence with pay, not chargeable to sick leave, shall be granted to nurses according to the following schedule:
 - a) Four (4) days per year for approved legal, business, household, or family matters which require absence during school hours and which cannot be scheduled at any other time.
 - b) Three (3) days for bereavement of a family member during the work year.
 - c) One (1) day for bereavement of an extended family member or close friend
 - d) Any nurse who is called for jury duty shall receive her daily rate of pay less the amount received as jury stipend.
- 2. Application for such leave shall be made as far as in advance as practicable and, except for emergency, shall be made at least 2 school days prior to the start of the leave.
- 3. In special circumstances additional days of special leave may be granted by the Superintendent.

ARTICLE VI **SALARIES**

1. SALARY	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
G.W.I (General Wage Increase)	0%	2.0%	2.0%
G.W.I. (General Wage Increase to MAX)	3.5%	3.5%	3.5%
Stipend for Coordinators of Nurses	\$8,000	\$8,750	\$9,500

Year	Step 3	Step 4	Step 5	Step 6	Max
2022-2023	\$63,000.46	\$ 64,750.47	\$66,500.48	\$68,250.49	\$ 71,024.90
2023-2024	\$63,000.46	\$ 64,750.47	\$66,500.48	\$69,615.50	\$ 73,510.78
2024-2025	\$63,000.46	\$ 64,750.47	\$67,830.49	\$71,007.81	\$ 76,083.65
2025-2026	\$63,000.46	\$ 64,750.47	\$69,187.10	\$72,427.97	\$ 78,746.58

Please Note ~ Step 3 shall be eliminated in 2023-2024. Step 4 shall be eliminated in 2024-2025.

2. Work required beyond the normal school year will be compensated at the hourly rate (annual salary divided by 1440 hours).

ARTICLE VII **LONGEVITY**

A school nurse shall receive longevity payments on a yearly basis paid in one lump sum as per schedule below:

Years of Service	Amount
9 – 12	\$650.00
13 – 16	\$800.00
17 – 20	\$900.00
21 + years	\$1,150.00

ARTICLE VIII **SEVERANCE PAYMENTS**

After 15 years of service in Region 15, and upon retirement (at the age of 55 or older), a nurse shall receive a payment equal to 30 days pay.

ARTICLE IX **GRIEVANCE PROCEDURES**

Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may from time to time arise affecting the working conditions of members of the unit. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate.

A. Definitions:

1. As used in this Agreement, the word "grievance" is hereby defined to mean any complaint that a specific provision of this Agreement has been misapplied or misinterpreted by the Board or Superintendent (or Superintendent's agent), or by any administrator acting in a supervisory capacity.

2. As used in this Agreement, the word "grievant" is hereby defined to mean any person or persons who believes that they have been grieved and they must be the person or persons who files the grievance in their name.

B. Time Limits

1. Since it is important that grievances or disputes 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. The time limit specified may, however, be extended by mutual agreement in writing.
2. The term "Days" shall mean days when school is in session, except it shall mean calendar days after June 1st of each year. An effort will be made by both parties to expedite grievances that arise immediately before or during summer recess.
3. Any grievance not presented for disposition within ten (10) days of the occurrence of the conditions giving rise thereto shall not thereafter be considered a grievance.
4. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits will be deemed to be acceptance of the decision rendered at that level.
5. Failure by the administration or the Board to render a decision within the specified time limit will permit the grievant to proceed to the next level of the grievance procedure.

C. Steps of the Grievance Procedure

1. First Step - Grievant and Immediate Supervisor - Informal

The grievant will discuss the matter with his/her immediate supervisor or principal, directly or through the Association representative, with the objective of resolving the matter informally.

2. Second Step - Grievant and Immediate Supervisor - Formal

If the grievant is not satisfied with the outcome of the informal procedure and he/she desires to proceed further, he/she will present the grievance in writing to his/her principal or immediate supervisor within ten (10) days of the informal meeting pursuant to the First Step. The immediate supervisor will, within five (5) days, answer the grievance in writing.

3. Third Step - Superintendent

If the grievance has not been adjusted satisfactorily in the Second Step, and the grievant desires to proceed further, such grievance will be submitted to the Superintendent, or his designee, within five (5) days after receipt of the Second Step Answer. The time for discussion will be set up at a mutually convenient time within five (5) days after receipt of the grievance by the Superintendent or his designee.

4. Fourth Step - Board of Education

If the grievance has not been adjusted satisfactorily in the Third Step within seven (7) days after the Third Step discussion has terminated, and the grievant desires to proceed further, the grievance will be submitted to the Board after the aforementioned seven (7) days but within twelve (12) days after the Third Step discussion. Prior to submission of a grievance to the Board, the grievant shall submit his/her statement of grievance to the Association, which shall have an opportunity to be present and to be heard at all Board level grievance hearings. The grievance will be heard by the Board no sooner than fifteen (15) days following submission to the Board but no later than the first Board meeting following the expiration of the fifteen (15) day period. The decision of the Board will be rendered in writing within fifteen (15) days of the hearing.

5. Fifth Step - Arbitration

1. If the grievant is not satisfied with the disposition of the grievance at Step 4, the employee may, within five (5) days from receipt of the decision at Step 4, present a request in writing to the President of the Association to submit the employee's grievance to arbitration. The association may submit the grievance to binding arbitration by so notifying the Board in writing within five (5) school days after receipt of such request. The Board (or its representative) and the Association shall meet and attempt to agree upon a mutually selected arbitrator. If no such agreement is reached within five (5) days from receipt of the Association's demand for arbitration, either party may submit the demand for arbitration to the American Arbitration Association (AAA) and the arbitration will be conducted in accordance with the rules and procedures of the AAA unless otherwise agreed by the Board and the Association.
 2. The Association and the Board shall share equally the costs of the services of the arbitrator and any administrative costs of the AAA. The arbitrator shall hear and decide only one grievance in each case. He shall be bound by and must comply with all the terms of this Agreement. He shall not have the power to add to, delete from, or modify in any way any of the provisions of this Agreement.
- D. All decisions rendered and grievances submitted above Step 1 shall be in writing. Grievances shall specify the contract provisions alleged to have been violated. Decisions shall include a brief statement of reasons and be sent to the grievant(s) with a copy to the President of the Association.

ARTICLE X
WORK HOURS

School nurses' work day shall be in accordance with a seven (7) and a half hour day.

The start and end times are based on normal operations. There may be occasions where the start and/or end time of the nurses may be altered due to program needs, (PPT, meetings, etc.) and in these instances, any deviation to the above MUST be APPROVED by the building administrator and the Director of Pupil Services prior to the day of occurrence.

ARTICLE XI
SENIORITY

- A. Should reduction in the nursing ranks become necessary, such reduction shall be based on seniority.
- B. For purposes of this Article, seniority shall be based upon the Board of Educations Date of Hire. Part time employees going to full time will be prorated on a two to one basis (2 part time years = 1 full time year). In the event of layoff, service shall be deemed to be uninterrupted while on the recall list.

The Board, through its Payroll Department will furnish the association through its President annually during the month of October, with an employee list showing the name, date of hire, school location or salary and whether the employee is a full-time or part-time employee.

ARTICLE XII

DURATION

This contract covers the period of July 1, 2023, through June 30, 2026. All provisions in this agreement shall remain in effect throughout this period.

In witness whereof, the undersigned have executed this contract on the 24 day of July 2023.

Maureen A. Shea RN
Maureen A. Shea, R.N.

Maryann Ferguson, R.N.
Maryann Ferguson, R.N.

Mr. Joshua Smith
Superintendent, Region 15