

THE WATERTOWN BOARD OF EDUCATION  
AND  
THE WATERTOWN SCHOOL NURSES UNION  
LOCAL 1303-262 OF COUNCIL #4  
AFSCME, AFL-CIO

July 1, 2018-June 30, 2021

## **INDEX**

	PAGE
ARTICLE 1 PREAMBLE.....	1
ARTICLE 2 RECOGNITION.....	1
ARTICLE 3 MANAGEMENT RIGHTS .....	1
ARTICLE 4 GRIEVANCE PROCEDURE.....	2
ARTICLE 5 NOTIFICATION OF VACANCIES.....	5
ARTICLE 6 REDUCTION IN FORCE.....	5
ARTICLE 7 SENIORITY .....	6
ARTICLE 8 LEAVE PROVISIONS .....	7
ARTICLE 9 SALARY DEDUCTIONS.....	9
ARTICLE 10 WORK YEAR AND HOURS.....	9
ARTICLE 11 SALARIES .....	10
ARTICLE 12 INSURANCE BENEFITS .....	12
ARTICLE 13 PENSION.....	14
ARTICLE 14 MILEAGE.....	15
ARTICLE 15 UNION SECURITY.....	15
ARTICLE 16 MISCELLANEOUS .....	17
ARTICLE 17 DURATION.....	18
ARTICLE 18 PRIOR AGREEMENTS.....	18
APPENDIX A MEMORANDUM OF UNDERSTANDING.....	19
APPENDIX B INSURANCE.....	22

**ARTICLE 1**  
**PREAMBLE**

**Section 1.0**

This Agreement entered into by and between the Watertown Board of Education, hereinafter referred to as the "Board" and the Watertown School Nurses, Local 1303-262 of Council 4 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

**ARTICLE 2**  
**RECOGNITION**

**Section 2.0**

The Board recognizes the Union under the provisions of the Municipal Employee Relations Act, as the sole and exclusive representative for all School Nurses as defined by the Connecticut General Statute 10-212.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

**Section 3.0**

Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, the rights, power and authority to manage the operations of the Board, whether exercised or not, shall remain solely and exclusively vested in the Board. It shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Board and the direction of the working forces, including but not limited to the following:

- A. To determine the organization and standards of each department or division and to manage such operations;
- B. To determine the methods and levels of care, maintenance and operation of equipment used for and on behalf of the purposes of the Board;
- C. To establish or continue policies, practices and procedures for the conduct of Board business, including personnel policies, and from time to time, to change or abolish such policies, practices and procedures;

- D. To establish, modify or discontinue processes or operations or to establish or discontinue their performance by Board employees;
- E. To establish new or improved methods, procedures, practices, technologies or facilities which the Board may deem to be in its best interest and/or advisable for efficiency of operations and to modify any job description to accommodate such new or improved methods, procedures, practices, technologies or facilities;
- F. To determine the standards of selection for employment, and to determine the number and types of employees required or desired to perform the Board's operations;
- G. To employ, direct, schedule, assign, evaluate, appoint, discipline, dismiss, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work, lack of funds, reorganization or other reason in the best interest of the Board;
- H. To establish, amend, abolish and enforce reasonable rules and regulations for maintenance of discipline and for the performance of work in accordance with Board requirements;
- I. To determine the content of job classifications and/or positions as may or may not be set forth in written job descriptions, to add to, delete from, modify or combine job classifications and/or positions as may or may not be set forth in written job descriptions, and to ensure that incidental duties connected with Board operations, whether enumerated in a job description or not, shall be performed by employees;
- J. To fulfill all of the Board's legal responsibilities;

The Board shall not exercise its right in an arbitrary, discriminatory or capricious manner. When practicable, the Board shall give the Association prior notice of changes to policies, practices, procedures and changes to job descriptions. When required by law, the Board shall negotiate with the Association regarding the impact of changes in policies, practices, procedures and job descriptions that have substantial affect upon the terms and conditions of employment of bargaining unit members.

## ARTICLE 4 GRIEVANCE PROCEDURE

### Section 4.0 - Definitions

- 4.0.1. A "Grievance" shall mean an alleged violation, misinterpretation, or misapplication of a specific provision of the Agreement.
- 4.0.2. A "Grievant" is the employee or employees making the claim or the Union.

- 4.0.3. The term, "days", except where otherwise indicated, means working days.
- 4.0.4. In instances where reference is made to the Superintendent or to the Board, such reference may mean a designated representative or committee thereof.

**Purposes**

- 4.0.5. The purpose of this procedure is to resolve grievances at the lowest possible administrative level.
- 4.0.6. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- 4.0.7. Nothing herein contained shall be construed as limiting the right of any employee having a problem to discuss the matter informally with his or her immediate supervisor.

**Time Limits**

- 4.0.8. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
- 4.0.9. Failure of the grievant at any step to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the last decision rendered.
- 4.0.10. Failure of the Administration or the Board to render a decision within the specified time limit shall be deemed a denial of the grievance submitted, and the grievant may proceed to the next step within the time limit which would apply if a written denial had been rendered on the day on which the time period for response had expired.
- 4.0.11. A written grievance must be filed at Level One of the grievance procedure within ten (10) working days of the event or condition giving rise to said grievance, or when the employee knew or should have known of the event or condition giving rise to said grievance. If no action is taken by the employee, said grievance shall be considered waived. The written grievance must contain a brief statement of the basis for the complaint, the contract provision alleged to have been violated, and the remedy requested.

**Section 4.1 Association to Union**

- 4.1.1. If an employee feels that he or she may have a grievance, he or she shall first discuss the matter with his/her principal.

4.1.2. If, after such discussion, the employee is not satisfied with the disposition of the matter, he or she shall have the right to have the Union representative assist him or her in further efforts to resolve the problem informally with the principal or immediate supervisor. Any settlement reached shall be made known to the Union by immediate supervisor.

## Section 4.2

### **Level One-Supervisor**

4.2.1. The grievant shall submit the grievance in writing to the Supervisor.

4.2.2. Within ten (10) working days after receipt of the written grievance, the Supervisor shall meet with the grievant and a representative of the Union. The Supervisor shall render a written decision within ten (10) working days thereafter.

## Section 4.3 – Level Two – Superintendent of Schools or Designee

4.3.1. In the event that the grievant is not satisfied with the disposition of his or her grievance at Level One, he or she may appeal in writing to the Superintendent within five (5) working days of disposition of the grievance at Level One.

4.3.2. Within ten (10) working days after receipt of the written grievance, the Superintendent shall meet with the grievant and a representative of the Union. The Superintendent shall render a written decision within ten (10) working days thereafter.

## Section 4.4- Level Three-Board of Education

4.4.1. If the Union is not satisfied with the disposition of the grievance at Level Two, it may appeal in writing to the Board of Education within ten (10) working days of the disposition of the grievance at Level Two.

4.4.2. Within fifteen (15) working days of receipt of the written grievance, the Board, or committee thereof, shall meet with the grievant and a representative of the Union. The Board shall render its decision in writing within ten (10) working days thereafter.

## Section 4.5 Arbitration

Any grievance not settled at Level Three of the grievance procedure may be taken to arbitration for the purpose of interpreting the contract provisions involved, or determining whether or not there has been any violation of any provision of the contract, and if so, the action to comply with such contract provision, provided that the following procedure is as follows:

4.5.1. Upon mutual agreement of the parties, any unresolved grievance may be submitted to mediation to seek settlement. If not successfully resolved at mediation, the arbitration procedure shall be initiated by mailing a written request for arbitration to the Connecticut State Board of Arbitration. The request shall be made by letter postmarked no later than

thirty (30) working days after the date of the answer in Level 3 of the grievance procedure, or no later than thirty (30) working days after mediation.

- 4.5.2. The arbitrator shall have no power in any matter to make an award which amends, adds to, subtracts from, or eliminates any provision of this Agreement, and the decision of the arbitrator shall be final and binding on both parties.
- 4.5.3. The expenses of the arbitrator shall be shared equally by the parties, but each party shall be responsible for the costs incurred by it in the presentation of its case in arbitration.

## ARTICLE 5 NOTIFICATION OF VACANCIES

### Section 5.0

The Board shall make provisions for the posting of all vacancies which occur in the Health Services Department. Said postings shall be prominently displayed for five (5) working days. A copy of the posting shall be sent by email to each member of the union with a hard copy mailed to the Union President or his/her designee. Should vacancies occur during the summer months, the notification shall be emailed to each member of the union at their personal email address. A representative from the bargaining unit shall provide a complete list of all bargaining unit members' home/personal emails to the Business Manager by June 15th of each year. Union members shall have five (5) working days from receipt of the email to apply in writing to the Superintendent. It shall be the Board's sole determination which applicant is best able to fill the position based, but not limited to, qualifications, experience, ability to perform the job, and seniority.

## ARTICLE 6 REDUCTION IN FORCE

### Section 6.0

The Board retains all rights related to reduction in force in the Union. If such determination is made by the Board, said reduction will be done according to seniority, the least senior person(s) laid off first.

### Section 6.1

The Board shall make a reasonable effort to notify the employee(s) affected by the reduction in force and the Union as soon as possible but no later than fifteen (15) days before the layoff date. Concurrently, the Union President will be notified in writing at least fifteen (15) days prior to the layoff date.

### Section 6.2

An employee on layoff shall have recall rights for at least two (2) school years from the date the layoff was effective. Notice of said recall shall be mailed to the employee's last known address via certified mail by the Board.

### Section 6.3

If a layoff does occur, the Board will not hire any permanent medical personnel if any school nurse(s) who is covered by this Agreement is on layoff status. There will be no subcontracting of any work performed by bargaining unit members.

## ARTICLE 7 SENIORITY

### Section 7.0

Seniority shall mean the total length of continuous employment as a school nurse with the Board. Seniority shall not be broken by authorized leaves of absence or promotion or transfer to a new position within the Health Service Department. The Board shall prepare a list by November 1st, of each year of all employees within the bargaining unit. The list will show each employee's date of hire and length of service. Said list shall be made available to the Union.

### Section 7.1

Whenever a bargaining unit position is eliminated, or hours of work reduced, the affected employee in said position shall have the right to displace the least senior bargaining unit member in his or her position with the same hours or less.

### Section 7.2 Probationary Period

All new hires in the Union shall serve a 90 work day probationary period. Probationary employees may be terminated at the sole discretion of the Board of Education, and such probationary employee shall not have access to the grievance provisions of this contract.

**ARTICLE 8**  
**LEAVE PROVISIONS**

**Section 8.0 Sick Leave**

Effective 7/1/99, newly hired employees shall accrue paid sick days at a rate of one and one-half (1.5) days per month to a maximum of fifteen (15) days per year.

All current employees, with a hiring date prior to 7/1/99, shall continue to receive fifteen (15) paid sick days each September. The Superintendent may request verification from a physician for sick leave in excess of three working days duration. An employee may be required to verify sick leave of shorter duration by providing a doctor's certificate at Board expense upon request. All employees shall be notified in writing of the amount of their accumulated sick leave not later than October 15 of each year.

**Section 8.1 Use of Sick Leave**

Effective 7/1/99 newly hired employees shall be allowed to accumulate sick leave to a maximum of one hundred fifty (150) days.

All current nurse employees with a hiring date prior to 7/1/99 shall be allowed to accumulate unlimited sick leave.

8.1.1 Sick Leave may be used for personal illness or physical incapacity and for dental or medical appointments that cannot be scheduled outside of working hours.

**Section 8.2 Bereavement Pay**

In the event of a death in the immediate family of a regular employee or the immediate family of his/her spouse, such employee will be paid for time lost from scheduled work at his or her daily salary to prepare for and to attend the funeral. Such time shall not exceed four (4) days commencing the date of death may be taken for a period of time up to one year. Immediate family, for the purpose of this clause, is defined as parents, guardians, grandparents; spouse, brother, sister, child, or stepchild, grandchild, son or daughter-in-law, or father or mother-in-law. With the Superintendent's approval one (1) day paid per year may be granted to the employee where the deceased is not in any of the above categories. This time is not to be accumulated. The Board may request verification of the date of the death and funeral and the relationship of the deceased.

**Section 8.3 Child-Bearing Leave**

To the extent required by law, any period of disability during child-bearing or in conjunction with or because of the birth or adoption of a child shall be treated as a temporary disability, and the employee shall be entitled to use accumulated sick leave, retain fringe benefit coverage, seniority and their position.

#### **Section 8.4 Jury Duty**

An employee who is called for jury duty shall notify the Officer of the Superintendent within twenty-four (24) hours of receiving notification. The employee shall receive by the Board the difference in pay between the jury duty fee and the amount of his/her salary.

#### **Section 8.5 Personal Leave**

An employee shall be allowed not more than four (4) days of personal leave. This leave will be in addition to leave granted in other provisions of this agreement and is not to be accumulated. The granting of such personal leave is subject to the approval of the Superintendent. Such personal leave days shall be granted for the following reasons only:

- 8.5.1 Because of critical illness in the immediate family of a Union member or absence necessitated by the birth or adoption of an immediate family member's child;
- 8.5.2 To attend one's own wedding or that of siblings or children of the Association member (one day per occurrence);
- 8.5.3 To attend high school or college graduation of a son, daughter or spouse;
- 8.5.4 To enable the Union member to change local residence (one day per occurrence);
- 8.5.5 To attend mortgage closings and other important business that cannot be conducted Outside the regular school day (one day per occurrence);
- 8.5.6 To perform civic duties as required by law;
- 8.5.7 To observe up to two recognized religious holidays. Such leave shall not count against the number of personal leave days;
- 8.5.8 Emergency situations to include one (1) day for a personal non-disclosable urgent matter which cannot be attended to during non-work hours.

The employee shall receive full pay if the personal day is taken for one of that stated reasons.

#### **Section 8.6 Leave Without Pay**

- 8.6.1 Leave without pay shall be provided upon approval of the Superintendent and approved by the Board of Education for a period not to exceed one year.
- 8.6.2 Application for such leave of absence must be made in writing stating the reason for the length of time desired. A leave of absence expires automatically at the date of expiration approved for the leave. If an extension is required or requested, it must be approved by the Board.

8.6.3 It is expected that, as far as possible, leave will be so arranged as to begin or end at the close of the school year.

8.6.4 If approved, the employee may continue insurance coverage at his/her own expense during the leave, and not lose seniority rights, job position or salary step.

### Section 8.7

It shall not be required of the School Nurses to obtain substitutes in the event of their absences.

## ARTICLE 9 SALARY DEDUCTIONS

### Section 9.0

In case of absence in excess of time permitted, per diem salary deductions will be computed by dividing the annual salary by 186 days.

### Section 9.1

The Board agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Board and the Union. The Board agrees to remit any deductions made pursuant to this Section promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union agrees to hold the Board harmless from any claim arising as a result of any deduction made pursuant to this Section.

## ARTICLE 10 WORK YEAR AND HOURS

### Section 10.0

Employees shall work one hundred eighty six (186) days per year in accordance with the published school calendar. Should the Board of Education increase the length of the student year, the additional days impacted shall be negotiated by the Union. The one hundred eighty six (186) day period shall include a total of four (4) days either before the start and/or following the end of the student year.

The five (5) protocol days shall be early release days for school nurses without loss of pay.

Additional work scheduled by the school board that is required to be done, other than during the normal school year, shall be compensated at a rate of \$21.00 per hour.

#### Section 10.1

The required hours of work for employees shall be seven (7) hours per day including one-half (1/2) hour for lunch.

Building principals shall establish the work day, beginning and ending, to coincide with this seven (7) hour period. The building principal shall also meet and confer with the employee for the purpose of establishing the employee's lunch schedule. Where practical, the lunch period shall be uninterrupted of duty free. It is understood that the very nature of the School Nurses' position may require the School Nurse, in emergency situations, to have the lunch period interrupted. In this case, the building principal will make every reasonable effort to provide the employee an equal amount of unscheduled time outside of the assigned lunch on that day.

#### Section 10.2

On days the school is closed for emergency reasons, Nurses will be allowed to leave the building after all the buses have left without loss of pay.

### ARTICLE 11 SALARIES

#### Section 11.0 Salaries

The salary schedules for the term of this Agreement shall be as follows:

	<u>July 1, 2018</u>	<u>July 1, 2019</u>
Hiring Rate	\$44,602	\$45,048
Five Year Rate	\$49,030	\$49,520
Ten Year Rate	\$49,877	\$50,376
Fifteen Year Rate	\$50,663	\$51,170

Effective 7/1/2020 there will be a reopen for wages and medical benefits.

The Superintendent, with input from the union, shall have the discretion to hire new employees at a rate of 5% above the hiring rate based on qualifications and experience

Employees shall be eligible for the five year rate on their anniversary date immediately following five full years of service.

Employees shall be eligible for the ten year rate on their anniversary date immediately following ten full years of service.

Employees shall be eligible for the fifteen year rate on their anniversary date immediately following fifteen full years of service.

### Section 11.1 Severance Pay

All employees, with a hiring date prior to 7/1/99 who determine to resign or retire, said employee shall be paid the equivalent of one-half (1/2) of his/her accumulated sick leave up to 150 days at his/her existing daily rate, and 10% of those days in excess of the 150 days at his/her existing daily rate over and above his/her regular compensation. Days exceeding 150 shall be maintained at the level achieved as of 7/1/99, and if used during the course of the contract, may be replaced.

Employees hired between 7/1/99 and 6/30/02 (inclusive)-who determines to resign or retire, said employee shall be paid the equivalent of one-half (1/2) of his/her accumulated sick leave up to 150 days at his/her existing daily rate.

In the event of the death of an employee after 20 years of service, the severance pay shall be paid to the employee's estate.

Employees hired on or after July 1, 2002, shall not be eligible for the above benefits.

### Section 11.2

Nurses may elect to receive salary on an annualized basis (ex. 26 pay periods).

### Section 11.3

A School Nurse who elects to attend and work the Swift Middle School Washington D.C. field trip will receive a stipend of Six Hundred dollars (\$600). If none of the bargaining unit members agree to work the field trip, the Board may hire an outside contractor.

### Section 11.4

Effective upon execution of this agreement, school nurses who attend and work overnight field trips on weekdays (Monday-Friday) will receive a stipend of \$200 per night, in addition to his/her normal rate of pay. School nurses who attend and work overnight field trips on a Saturday and/or Sunday shall receive a stipend of \$350 per day. Such nurses shall not receive his/her normal rate of pay on Saturdays and Sundays.

### Section 11.5

Effective upon execution of the agreement, all employees shall be paid on a bi-weekly basis.

### Section 11.6

Effective upon execution of the agreement, all employees shall be paid via direct deposit.

**ARTICLE 12**  
**INSURANCE BENEFITS**

**Section 12.0** The following coverage for all employees and their enrolled dependents shall be continued under this agreement as follows:

(a) Century Preferred Plan (PPO) (As set forth in Appendix B)

OR

High Deductible/Health Savings Account Plan (HSA)

(b) The Board shall provide a PPO Plan with three tier prescription coverage with co-pays as follows: \$5 generic; \$25 listed brand; \$30 non-listed brand; mail order 2x retail co-pay for 100 day supply. As set forth in subsection (d) below, the PPO Plan becomes the buy-up option effective April 1, 2016.

(c). The Board shall provide a High Deductible/HSA Plan. For each year of the collective bargaining agreement, the deductible for the High Deductible/HSA Plan shall be \$2,000 for single coverage and \$4,000 for family coverage.

(d) Effective April 1, 2016, the High Deductible/HSA plan shall be the core insurance plan. Employees may elect to participate in the PPO Plan as described in Appendix C. However, for any employee who remains enrolled in the PPO Plan, the Board will pay the same total dollar amount toward the premium cost for the PPO Plan as the Board pays toward the premium cost for the High Deductible/HSA Plan for an employee enrolled at the same coverage level. The employee shall pay one hundred percent (100%) of the difference between the Board's total dollar premium contribution and the total premium cost for the PPO plan.

(e) The Board will fund fifty percent (50%) of the applicable HSA deductible amount in one installment on April 1, or each year, for each full-time employee who elects coverage under the High Deductible/HSA plan (with pro-rated funding of the deductible for part-time teachers).

(f) The Board's full contribution toward the HSA deductible will be deposited into the HSA accounts on or about April 1. 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 employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. If the High Deductible/HSA plan is implemented after the start of the contract year, the Board's contribution toward the funding shall be pro-rated for that year.

(g) Anthem Century Preferred or a comparable plan shall be provided to employees for retirees as currently in effect. When Medicare eligible, a supplemental plan (Blue Cross 65 Low and Blue Shield 65-83), or a comparable plan, will be provided.

The Employer may, after notice to and consultation with the Union, change the carrier of any of the above benefits provided that the coverage is the same as or better than those listed above.

Employees on the HDHP/HSA Plan shall contribute ten percent (10%) percent toward the cost of the HDHP/HSA Plan.

An HRA shall be made available for any active employee who is precluded from participating in the HSA because the individual is enrolled in Medicare and/or receives veterans' medical benefits through the VA. The annual maximum reimbursement by the Board shall not exceed the Board's annual deductible contribution for those in the HSA.

#### Excise tax

The parties-understand and acknowledge that several aspects of the Patient Protection and Affordable Care Act (PPACA), commonly called the Affordable Care Act (ACA) remain under review and may be subject to change through the duration of this contract. As a result, either party shall have the right to initiate a reopen of the contract in the 2017-2018 contract year to permit the parties to address the issue of medical insurance only. To initiate a reopen in the 2017-2018 contract year, either party must demonstrate that the issue relates directly to the PPACA/ACA and the impact the PPACA/ACA is having on the District's operations and/or employees' health care coverage.

### Section 12.1

The Board shall provide and pay for Dental insurance for the employee, spouse and dependents (\$1,250 annual maximum benefit).

### Section 12.2

Retirees shall receive the same health insurance plan that is provided to active employees pursuant to this and successor collective bargaining agreements until Medicare eligible and then a Medicare supplemental plan, Blue Cross 65 (\$560) and Blue Shield 65 (Plan 82). Such coverage shall be provided in accordance with the terms under which active employees participate in any such plan.

### Section 12.3

\$30,000.00 Term Life Insurance plus an equal amount of coverage for accidental death and dismemberment for each employee subject to the conditions imposed in the policy between the Board and the agency of date. Upon retirement, employee coverage shall be reduced to \$5,000.00 Term Life Insurance; employees hired on or after July 1, 2002, shall not be entitled to life insurance upon retirement.

### Section 12.4

Health insurance premium contributions will be subject to Federal C-125 guidelines.

### Section 12.5

To receive the above benefits or any other employee paid benefits, the employee must be employed for thirty (30) hours or more per week.

### Section 12.6

The Board reserves the right to change insurance carriers or plans provided that the benefits are equal to or better than those provided in the existing plan. The Board further reserves the right to offer an HMO or another PPO (Health Maintenance Organization or Preferred Provider Organization) option in lieu of the existing plan.

## ARTICLE 13 PENSION

### Section 13.0

Because nurses do not qualify for the teachers' retirement plan, they will be included under the Town Pension Plan. This is in addition to the coverage under the Social Security Act. Final

average compensation for pension benefit purposes shall be calculated as the average of the highest three (3) years.

#### Section 13.1

If the Board makes improvements in any of its pension programs, the Board will reopen negotiations with the Union.

#### Section 13.2

The Board shall have the employees provided with a summary of their pension status (i.e. normal retirement date, pension benefits, etc.) annually.

#### Section 13.3

For employees retiring on or after July 1, 2018 the Social Security offset provided for in the Town of Watertown Retirement Income Plan document (the “Plan”) shall be decreased to 17.5%, with the multiplier at 1%.

#### Section 13.4

Employees hired after January 1, 2017 will be not eligible for the Town of Watertown Retirement Income Plan. Employees hired after that date must enroll in the defined contribution retirement plan offered by the Town. The annual contribution by the Town will be 4% of base pay.

### ARTICLE 14 MILEAGE

#### Section 14.0

A Nurse who is required to use his/her personal vehicle in the performance of duty shall be reimbursed at the General Service Administration (GSA) rate.

#### Section 14.1

No member of this bargaining unit shall be required to provide transportation for students.

### ARTICLE 15 UNION SECURITY

#### Section 15.0

The Board agrees that as a condition of continued employment, all employees shall be required to become a member of the Union, or at the employee's option, pay a service fee to the Union. This provision shall apply to all employees commencing on the 31st day following the date of his or her employment or the execution of this agreement, whichever is later.

### Section 15.1

The Board agrees to deduct Union dues or service fees required to be paid pursuant to this Article, provided however, that no deductions hereunder shall be made without written authorization of the employee. The Union will provide the Board with signed authorizations of employee from whose wages due or agency service fees are to be deducted.

### Section 15.2

The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or proceedings arising out of, or by reason of, any action taken or not taken by the Employer in reliance upon the check-off provisions of the Agreement or on the correctness of any dues or service fee deduction authorization furnished by the Union to the Employer.

The Board shall call upon the Union to defend any suits or proceedings arising out of the foregoing indemnity, and the Union shall promptly defend such suits or proceedings without cost to the Board, and in the event the Union fails to defend such suits or proceedings, the Board shall undertake such defense and all costs thereof shall be charged to the Union.

**ARTICLE 16**  
**MISCELLANEOUS**

**Section 16.0**

The Board shall continue to provide the existing Long Term Disability Income Plan with application and administration as provided for in the Summary Plan Description.

**Section 16.1**

The Board will reimburse each School Nurse annually for malpractice insurance coverage up to the amount of \$150. The School Nurse shall submit proof of premium cost to the Board to receive reimbursement.

**Section 16.2**

The Health Service Coordinator shall be a Registered Nurse.

**Section 16.3**

Prior to the end of each school year the Board shall post the position of Health Service Coordinator for the subsequent school year. The selected applicant shall receive a stipend commensurate with other coordinators in the school system.

**Section 16.4**

The Board will provide computer training for the School Nurses and develop software for the School Nurses' use. The computer training and programs will be utilized to assist in storing and maintaining student records, records of visits, health care plans and individual medical histories. Paid training will be provided during regular school hours to implement the training and programs.

In-Service professional programs to maintain licensure will be provided. Each School Nurse will be granted up to three (3) days to attend seminars or off premises programs related to the Nursing occupation.

#### Section 16.5

Nurse(s) shall be reimbursed the cost of a conference or seminar not to exceed one hundred and twenty-five dollars (\$125.00) annually. Reimbursement requests shall be made promptly and supported by relevant documentation.

#### Section 16.6

The Board will pay an annual stipend of \$600 for nurses who possess a bachelor's degree.

#### Section 16.7

Effective upon execution of this agreement, the Board shall set aside an annual amount of up to \$500 for school nurses within their first five years of employment with the WPS to attend nursing orientation conferences. Such conferences are subject to the approval of the Superintendent of Schools. At no time shall more than two school nurses attend such conferences on the same day/time.

### ARTICLE 17 DURATION

#### Section 17.0

This Agreement shall become effective on July 1, 2018 and shall remain in full force and effect through June 30, 2021 and shall automatically be renewed for additional one year periods from year to year, unless written notice, given by either party to the other party, is served by certified mail, or intent to modify or terminate the agreement at least one hundred fifty (150) days in advance of the expiration date of any subsequent anniversary date.

### ARTICLE 18 PRIOR AGREEMENTS

#### Section 18.0

This Agreement contains the full and complete contract between the parties on all negotiable issues and neither party shall be required during the term hereof to negotiate on any issue except by mutual agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE HERETO SET THEIR HANDS AND SEALS THIS 15<sup>th</sup>  
DAY OF Oct, 2018.

WATERTOWN BOARD OF EDUCATION

AFL-CIO

Leslie Crotty

Chairman Board of Education

Ryder Haron

Superintendent of Schools

LOCAL 1303-262 OF COUNCIL #4, AFSCME,

Lynn Kelly

Local Union President

Am. Dr.

Staff Representative, Council #4, AFSCME

## **MEMORANDUM OF UNDERSTANDING**

Contract language (Article X, Section 10.0) specifies:

"Employees shall work two additional days following the end of the Student year, selection of which shall be at the Superintendent's discretion."

The Board and the Union agree to the following procedure for administration of the above:

The Nurses will contact the Superintendent's Office in advance, for each of the indicated days specifying the work to be performed and will assume 'approval' unless otherwise so notified by the Superintendent's Office.

## APPENDIX B

	CENTURY PREFERRED		IDGH DEDUCTIBLE/HEALTH (BSA)	
	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK	OUT-OF-NETWORK
<b>FINANCIAL:</b>				
Deductible	None	\$400/\$800/\$1000		\$2,000/\$4,000
Co-insurance Out-of-Pocket Maximum	None	20%	0%	20%
Maximum Lifetime Benefit Per Member	None	\$1,200/\$2,400/\$3,000		\$4,000/\$8,000
Benefit Per Member Network	None	\$1,000,000	None	\$1,000,000
<b>Gatekeeper</b>	No	No	No	No
<b>DEPENDENT</b>				
<b>*LIMITING AGE:</b>	21125	21125	21125	21125
<b>PREVENTIVE CARE:</b>				
Physical Examination -Child	No Charge	Ded. & Co-ins.	No Charge	Ded. & Co-ins.
Physical Examination -Adult	No Charge	Ded. & Co-ins.	No Charge	Ded. & Co-ins.
Vision Examination	No charge/every 24 mos.	Ded. & Co-ins.	No Charge	Ded. & Co-ins.
Immunizations	No	Ded. & Co-ins.	No	Ded. & Co-ins.
<b>OUTPATIENT CARE:</b>				
Physician Office Visits	\$15	Ded. & Co-ins.	Ded. & Co-ins.	Ded. & Co-ins.
Specialist Office Visits	\$15	Ded. & Co-ins.	Ded. & Co-ins.	Ded. & Co-ins.
Outpatient Surgical Services	\$100	Ded. & Co-ins.	Ded. & Co-ins.	Ded. & Co-ins.
Diagnostic X-Ray or Lab Examinations	No charge	Ded. & Co-ins.	Ded. & Co-ins.	Ded. & Co-ins.
Outpatient Rehabilitation	\$15, up to 50 visits	Ded. & Co-ins.	Ded. & Co-ins.	Ded. & Co-ins.
Prenatal and Postnatal Maternity Care				
	\$15	Ded. & Co-ins.	Ded. & Co-ins.	Ded. & Co-ins.
<b>MENTAL HEALTH CARE:</b>				
Outpatient Treatment	\$15	Ded. & Co-ins.	Ded. & Co-ins.	Ded. & Co-ins.
Inpatient Treatment				
	\$100	Ded. & Co-ins.	Ded. & Co-ins.	Ded. & Co-ins.
<b>SUBSTANCE ABUSE:</b>				
Outpatient Treatment	\$100	Ded. & Co-ins.	Ded. & Co-ins.	Ded. & Co-ins.
Inpatient Treatment	\$100	Ded. & Co-ins.	Ded. & Co-ins.	Ded. & Co-ins.
<b>ALLERGY CARE:</b>				
Visits	\$15, up to 80 visits in 3 years	Ded. & Co-ins.	Ded. & Co-ins.	Ded. & Co-ins.
Injections	No	Ded. & Co-ins.	Ded. & Co-ins.	Ded. & Co-ins.

	CENTURY PREFERRED		HIGH DEDUCTIBLE/HEALTH SAVINGS ACCOUNT PLAN (HSA)	
	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK	OUT-OF-NETWORK
<b>HOSPITAL CARE:</b> Semi-Private Hospital Room Admission Skilled Nursing and Rehabilitation Facilities	\$100 100	Ded. & Co-ins. Ded. & Co-ins.	Ded. & Co-ins. Ded. & Co-ins.	Ded. & Co-ins. Ded. & Co-ins.
<b>HOME HEALTH CARE:</b>	No	\$ 50 Ded. & Co-ins.	Ded. & Co-ins.	Ded. & 25% Co-ins.
<b>EMERGENCY CARE:</b> Emergency Room (waived if admitted) Ambulance Service Urgent Care (participating centers only)	\$50 No charge \$50	\$50 No charge Not covered	Ded. & Co-ins. Ded. & Co-ins. Ded. & Co-ins.	paid as in-network Ded. & Co-ins. as in-network
<b>PRESCRIPTION DRUGS:</b> Generic Tier 1 Drugs Listed Brand Tier 2 Drugs Non-Listed Brand Tier 3 Drugs Mail Order Annual Maximum	\$5 \$25 \$30 Twice Retail Unlimited	Ded. & Co-ins. Ded. & Co-ins. Ded. & Co-ins. Ded. & Co-ins.	Ded. & Co-ins. Ded. & Co-ins. Ded. & Co-ins. Ded. & Co-ins.	Ded. & Co-ins. Ded. & Co-ins. Ded. & Co-ins. Ded. & Co-ins.

\*Age references will comport with the Affordable Care Act.

*This summary is intended for use only as a general summary of benefits. For a detailed description of benefits, terms, limitations and exclusions, see group certificate.*

