

**AGREEMENT**

**BETWEEN THE**

**PUTNAM BOARD OF EDUCATION**

**AND**

**UNITED NURSES AND ALLIED PROFESSIONALS**  
**LOCAL 5202**

**2020-2023**



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## **ARTICLE I**

### **Preamble**

This agreement is made and entered into on **May 19, 2020** by and between the Putnam Board of Education [Board] and the United Nurses & Allied Professionals, Local 5202 [UNAP].

## **ARTICLE II**

### **Recognition**

The Board hereby recognizes the UNAP as the exclusive representative of all registered nurses employed by the Board for the purposes of collective bargaining with respect to compensation, hours and other conditions of employment.

## **ARTICLE III**

### **Professional Negotiation**

Commencing no later than 120 days prior to the expiration of this Agreement, the Board agrees to negotiate in good faith with the UNAP to secure a Successor Agreement.

## **ARTICLE IV**

### **Grievance Procedure**

#### **A. Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may arise affecting the welfare or working conditions of nurses. Both parties agree that proceedings shall be kept as confidential as is appropriate.

**B. Definitions**

1. "Grievance" shall mean a claim based upon an event or condition which affects the welfare or conditions of employment of a nurse or group of nurses and/or conditions of employment of a nurse or group of nurses and/or arising from the language of this Agreement or an alleged breach thereof.
2. "Nurse" shall mean any registered professional employee covered by this Agreement, and may include a group of nurses similarly affected by a grievance.
3. "Days" shall mean business days which means when the Business Office is open.

**C. Time Limits**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the Board and the UNAP.
2. If a nurse does not file a grievance in writing within thirty (30) days after s/he knew, or should have known, of the act or conditions on which the grievance is based, the grievance shall be waived.
3. Failure by the aggrieved nurse at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
4. Failure by the Administration/Board to specifically deny a grievance within the specified time limits shall permit the nurse to process the grievance to the next level.

**D. Informal Procedure**

1. If a nurse feels that s/he may have a grievance, s/he shall first discuss the matter with his/her principal in an effort to resolve the problem informally. The nurse may choose to be accompanied by a UNAP member.
2. If the nurse is not satisfied with such disposition of the matter, s/he shall have the right to have the UNAP assist him/her in further efforts to resolve the problem informally with the principal.

E. Formal Procedure

1. Level One – School Principal

- a. If an aggrieved nurse is not satisfied with the outcome of informal procedures, s/he may present his/her claim as a written grievance to his/her principal.
- b. The principal shall, within ten (10) days after receipt of the written grievance, meet with the aggrieved nurse and with representatives of the UNAP for the purpose of hearing the grievance.
- c. The principal shall, within five (5) days after hearing the grievance, render his/her decision and the reasons therefore in writing to the aggrieved nurse, with a copy to the UNAP.

2. Level Two- Superintendent of Schools

- a. If the aggrieved nurse is not satisfied with the disposition of his/her grievance at Level One, s/he may file his/her written grievance with the UNAP for referral to the Superintendent of Schools.
- b. The UNAP shall, within eight (8) days after the decision at Level One or within thirteen (13) days after the Level One presentation, refer the grievance to the Superintendent.
- c. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved nurse and with representatives of the UNAP for the purpose of resolving the grievance.
- d. The Superintendent shall, within five (5) days after the hearing, render his/her decision and the reasons therefor in writing to the aggrieved nurse, with a copy to the UNAP.

3. Level Three – Board of Education

- a. If the aggrieved nurse is not satisfied with the disposition of his/her grievance at Level Two, s/he may file the grievance again with the UNAP for appeal to the Board.
- b. The UNAP shall, within six (6) days after decision, or within nine (9) days after the Level Two hearing, refer the appeal to the Board.

- c. The Board shall within ten (10) days after receipt of the appeal, meet with the aggrieved nurse and with representatives of the UNAP for the purpose of resolving the grievance.
- d. The Board shall, within three (3) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved nurse, with a copy to the UNAP.

#### Level Four – Arbitration

- a. If the aggrieved nurse is not satisfied with the disposition of his/her grievance at Level Three, s/he may, within three (3) days after the decision, or within six (6) days after the Board meeting, request in writing to the president of the UNAP that his/her grievance be submitted to arbitration.
- b. The UNAP may, within fifteen (15) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing.
- c. The Chairman of the Board and the President of the UNAP shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within (5) days, the American Arbitration Association shall immediately be called upon to select the single arbitrator.
- d. The arbitrator selected shall confer promptly with representatives of the Board and the UNAP and shall hold such further meetings as s/he shall deem requisite.
- e. The arbitrator shall, within the rules of the American Arbitration Association, render his/her decision in writing to the Board and the UNAP, setting forth his/her findings of fact, reasoning, and conclusions on the issue submitted. The decision of the arbitrator shall be final and binding upon the Board and the UNAP.
- f. The costs for the services of the arbitrator shall be borne equally by the Board and the UNAP.



- g. The arbitrator shall hear and decide only one grievance at a time. However, this does not preclude the parties from agreeing to consolidate for hearing two (2) of the same grievances filed by two (2) different employees. The arbitrator shall be bound by and must comply with the terms of this Agreement and shall have no power to add to, subtract from or in any way modify the provisions of the Agreement.

**F. Rights of Nurses to Representation**

1. No reprisals of any kind shall be taken by either party or by any member of the administration or Board against any participant in the grievance procedure by reason of such participation.
2. Any nurse may be represented at Levels One through Three of the formal grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or by any officer of any nurse organization other than the UNAP. When a nurse is not represented by the UNAP, the UNAP shall have the right to be present and to state its views at all stages of the procedure.
3. The UNAP may, if it so desires, call upon the professional services of the UNAP staff in Rhode Island for consultation and assistance at any stage of the procedure.

**ARTICLE V**

**Work Day, Work Week, Work Year**

**A. Work Day**

The normal work day for nurses shall be seven (7) hours coinciding with the student day. Any time beyond the normal work day will be compensated in accordance with federal and state compensation and hour laws. Prior approval to work beyond the normal 7-hour work day must be obtained by the Superintendent or his/her designee. Extra hours may be required in extraordinary circumstances as determined at the discretion of the Superintendent or his/her designee.

**B. Work Week**

The normal work week for nurses shall be thirty-five (35) hours from Monday through Friday.

**C. Work Year**

The normal work year for nurses shall be the teacher days plus two (2) days.

**ARTICLE VI**

**Nursing Assignments**

- A. Nurses initially employed by the Board shall receive their tentative building assignments from the Superintendent's office.
- B. Nurses already in the system shall receive notifications of their tentative building assignments for the ensuing school year by July 1.
- C. Building assignments shall not be changed after July 1 except by mutual agreement.

**ARTICLE VII**

**Annuity Plan**

- A. Nurses shall be eligible to participate in a "tax sheltered" annuity plan.
- B. Remittance will be through one agency only.

**ARTICLE VIII**

**Pension Plan**

An eligible employee of the Board may elect to become a member of the Town of Putnam Retirement Plan by completing and delivering to the Board a payroll deduction order. Eligibility and contribution requirements are as set forth in the plan.

## **ARTICLE IX**

### **Protection of Nurses**

- A. Nurses shall report immediately in writing to their principal and to the central office all cases of assault suffered by them in connection with their employment.
- B. Such report shall be forwarded through the Superintendent to the Board which shall comply with any reasonable requests from the nurse for information in its possession not privileged under law which relates to the incident or the persons involved.
- C. The Board agrees to provide legal counsel, of the nurses' choice, to defend any nurse in any action arising out of an assault on a nurse or out of any disciplinary action taken against a student by a nurse, and in any action arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to or death of any person, or in accidental damage to or destruction of property, within or without the school building, providing such nurse, at the time of the accident resulting in such injury, damage or destruction, was acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the Board.
- D. If criminal, civil or administrative proceedings are brought against a nurse alleging that s/he committed an assault in connection with his/her employment, the Board shall furnish legal counsel, of the nurse's choice, to defend him/her in such proceedings.
- E. Whenever a nurse is absent from school as a result of personal injury caused by an assault arising out of and in the course of his/her employment, s/he shall be paid his/her full compensation for the period of such absence without having such absence charged to his/her annual or accumulated sick leave. Full compensation shall be based on the regularly assigned hours of the nurse at the time of the injury. Any amount of compensation payable pursuant to this Section shall be reduced by the amount of any workers' compensation award for temporary disability due to the said assault injury for the period for which such compensation is paid. The Board shall have the right to have the nurse examined by a physician during which time the nurse is temporarily disabled from performing his/her duties.
- F. The Board assumes responsibility for any assault to the nurse of his/her person while acting in the discharge of his/her duties or within the scope of his/her employment or under the direction of the Board or its designee. When absences arise out of or from such assault or injury, the nurse shall not forfeit any sick leave or personal leave. Any reasonable claim, demand, suit, or judgment arising from such assault or injury shall be honored by the Board.

## **ARTICLE X**

### **Personal Injury Leave**

Whenever a nurse is absent from school as a result of personal injury caused by an accident arising out of and in the course of his/her employment, s/he shall be paid his/her full compensation (less the amount of any workers' compensation award made for temporary disability due to said injury) for the period of such absence, and no part of such absence shall be charged to his/her annual or accumulated sick leave. Full compensation shall be based on the regularly assigned hours of the nurse at the time of the injury.

## **ARTICLE XI**

### **Days of Absence**

- A. Nurses will be allowed fifteen (15) days of absence for personal sickness with full pay.
- B. Nurses may accumulate 180 days for personal sickness. If a personal sickness extends for five (5) or more consecutive workdays, a doctor's note substantiating the sickness may be required.
- C. In addition to sick leave, a total of six (6) days of absence for personal reasons will be allowed each year. A reason is required for each day. Requests must be approved at least forty-eight (48) hours in advance, unless it is an emergency. Personal days may not be taken before or after holidays or vacations unless prior approval of the Superintendent is obtained.
- D. When the days of absence, as specified in Paragraphs A, B and C are used up, the nurse when absent, will lose a full day's pay which will be figured in accordance with their normal work day based on federal and state compensation and hour laws.
- E. Days of absence for serious observation of, and participation in, religious holidays, professional meetings and conventions, will be outside other considerations and will be granted at the discretion of the Superintendent of Schools.
- F. One of the UNAP Executive Board members will be allowed two (2) professional days annually to attend meetings. These days are in addition to personal time listed in Paragraph C.

- G. A statement on cumulative days to a nurse's credit for personal sickness will be given to the nurse each September.
- H. Part-time nurses are entitled to benefits set forth in this article on a pro-rated basis.
- I. In the event of the death of an immediate family member, a nurse shall be permitted three (3) days of absence per occurrence, without the loss of pay and deducted from the nurse's sick leave accumulation prescribed for in Section B herein. Immediate family shall be defined as the nurse's spouse, parent, step-parent, child, step-child, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt or domestic partner domiciled in the nurse's household. Notwithstanding the foregoing, the use of Bereavement Leave shall not affect any nurse's yearly attendance incentive prescribed for in Article XII (Unused Sick Leave), Section B (Annual Sick Day and/or Personal Leave Payment).

## **ARTICLE XII**

### **Unused Sick Leave**

#### **A. Retirement Sick Day Payment**

Upon retirement or leaving the Putnam Public School System after a minimum of 20 consecutive years of employment, a nurse shall receive payment for unused sick leave at the rate of twenty dollars (\$20) per day, for each day of unused sick leave beyond the 60 accumulated days.

#### **B. Annual Sick Day and/or Personal Leave Payment**

1. Any nurse who takes no sick and/or personal leave days during a school year shall receive a seven hundred fifty dollar (\$750) payment at the end of that current school year. All the allotted unused sick and/or personal leave days shall be accumulated as prescribed for in Section B of Article XI (Days of Absence) as it applies only to the accumulation of sick days. There is no accumulation of personal days.
2. Any nurse who uses one (1) or two (2) sick and/or personal leave days during a school year shall receive five hundred dollars (\$500); and three (3) sick and/or personal leave days shall receive two hundred fifty dollars (\$250) with all the unused sick and/or personal leave days being accumulated as provided for in Section B of Article XI (Days of Absence) as it applies only to the accumulation of sick days. There is no accumulation of personal days.

### **ARTICLE XIII**

#### **Military Leave**

Military Leave shall be in accordance with Connecticut General Statutes.

### **ARTICLE XIV**

#### **Jury Duty**

Any nurse who is called for jury duty shall receive the necessary paid leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. After five (5) days, the nurse shall receive a rate of pay equal to the difference between the professional compensation and the jury fee.

### **ARTICLE XV**

#### **Compensation**

1. Nurse compensation is set forth in Appendix A herein.

### **ARTICLE XVI**

#### **Placement on the Compensation Schedule**

All new nurses coming into the system shall be placed on the appropriate step on the compensation schedule taking into consideration the following:

1. Full credit for previous nursing experience in public, private, and military dependence schools provided that such experience shall have been continuous of at least one-half of any work year for nurses. Intermittent or short-term substitute service shall not be credited as previous nursing experience.
2. No new employee shall be placed on a step on the compensation schedule higher than any current employee with commensurate experience.

## **ARTICLE XVII**

### **Tuition Reimbursement**

The Board may, upon the recommendation of the Superintendent, reimburse any amount, not to exceed \$240, for any nurse who completes a course, inservice offering, workshop or conference for which a tuition or fee is charged.

Application for reimbursement must be made prior to registration and is limited to only one such offering per eligible nurse per year.

## **ARTICLE XVIII**

### **Insurance Benefits**

The Board shall provide nurses working twenty (20) hours per week or more insurance coverage as set forth in Article XVIII of this Agreement.

The Board may provide such health insurance coverage, through either the carrier(s) listed in Article XVIII, through alternate carriers, or through self-insurance, either in whole or in part, provided that the coverages, benefits and administration of claims are equivalent to that provided by the carrier(s) listed in Article XVIII. In terms of the administration and payment of claims, any carrier or self-insurance that provides payment of covered expenses within 30 days from the date that the claim is filed with the Board or its agent shall be deemed to be equivalent to carriers that provide for direct payment to health care providers.

The President of the UNAP shall be notified in writing within 30 days of any intention to change carriers and/or to self-insure and shall have a reasonable opportunity to review the proposed changes. The Board will provide a statement from an insurance expert or broker that such proposed change will result in equivalent coverage. Failure to provide such a statement, however, will not nullify the Board's right to change.

Should the Board and the UNAP disagree that the changes proposed will not result in coverages, benefits, and administration of claims that are equivalent, then the UNAP, within 30 days of the notification to its President of the proposed change, may file a grievance. Such grievance shall immediately proceed to arbitration pursuant to the grievance procedures in Article IV of this Agreement. In addition, if the Board or UNAP should disagree at any time that the changes implemented did not result in equivalent coverages and benefits, the UNAP may within 30 days of its discovery file a grievance.

A. Effective July 1, 2020, the Board will provide the following insurance coverage for the nurse and their dependents and an optional plan or plans at the Board's discretion and at the Board's choosing:

1. The Board shall implement a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) component featuring a pre-tax dollar savings account which includes the following components:

a.

Cost Shares Provisions	In-Network	Out-of Network
Annual Deductible (individual/aggregate family)	\$ 2,500/\$5,000 or \$3,000/\$6,000	
Co-insurance	100%	20/80% after deductible, up to co-insurance maximum
Annual Out-of-Pocket Maximum Co-insurance	\$2,500 individual coverage \$5,000 family coverage or \$3,000 individual coverage \$6,000 family coverage	\$5,000 individual coverage \$10,000 family coverage or \$6,000 individual coverage \$12,000 family coverage
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense/100% after deductible. Thirty (30)-day supply pharmacy and ninety (90)-day supply mail; one hundred percent (100%) after deductible.	

- b. The Board shall contribute fifty percent (50%) of the applicable HSA deductible amount. In the first year that a new hire or incumbent employee enters the HDHP with a HSA, the Board shall deposit into the employee's HSA twenty-five percent (25%) of their fifty percent (50%) contribution on July 1<sup>st</sup> and the remaining twenty-five percent (25%) on January 1<sup>st</sup>. In the following years of the contract, the deposit will be throughout the course of the year, on the Board's employee payroll dates. The parties acknowledge that the Board's fifty percent (50%) 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 active employees.



- c. Eligible dependent children covered until age 26, consistent with Connecticut law.
  - d. Flexible dental plan (one hundred percent/eighty percent/fifty percent [100%/80%/50%] coinsurance, fifty dollar/two hundred dollar [\$50/\$200] deductible, two thousand dollar [\$2,000] maximum). The premium cost of dependent dental coverage, consisting of two (2) person or family plan, will be paid by the Board of Education. The decision to add or drop dependent dental coverage will be subject to the same election procedures specified in the IRS Section 125 Cafeteria Plan for medical coverage.
- B. Life insurance in the amount of \$50,000.
- C. The Board shall provide each nurse with an identification card.
- D. All nurses retiring under the Town of Putnam Retirement Plan shall have the right to purchase, at group COBRA rates, all health insurance coverage which the nurse received immediately prior to his/her retirement (including dependents' coverage).
- E. Participating nurses shall pay a percentage of the premium for insurance coverage, other than life insurance, based on the actual rates for the coverages specified. Such percentage shall be as follows:
- July 1, 2020 – 15%
  - July 1, 2021 – 15%
  - July 1, 2022 – 15%
- Such deductions shall be through an IRS Section 125 account, such account to be at no cost to the nurses. A nurse may voluntarily participate in the deductions for premium share, medical and dependent care, which are allowed through an IRS 125 account through the nurse's personal contribution. The Board shall pay the remaining cost for insurance coverage.
- F. Nurses receiving insurance coverage as set forth above, shall be required to have a yearly wellness physical examination by a physician of their choice.

## **ARTICLE XIX**

### **Payroll Deductions**

- A. In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions. All requests for deductions must be in writing on approved authorized forms.
- B. A list of approved deductions is as follows: Disability Insurance, Dependent Dental Deductions for family members for the current insurance carrier, Medical Deductions (co-pay) for the current insurance carrier, UNAP dues or service fees, Tax Sheltered Annuity Plans through one agent only, Northeast School Employees Credit Union and the Town of Putnam Retirement Plan.
- C. Dues Deductions
  - 1. The UNAP shall certify to the Board in writing the current rate of its membership dues and service fees. The UNAP shall give the Board thirty (30) days' written notice prior to the effective date of any change in membership dues or service fees.
  - 2. The following deductions referred to in Section B shall be made from both payrolls of the month: Tax Sheltered Annuity Plans, through one agent only, Northeast School Employees Federal Credit Union, Disability Insurance, Dependent Dental Deductions for family members for the current insurance carrier, Medical Deductions (co-pay) for the current insurance carrier, United Nurses and Allied Professional dues or service fees and the Town of Putnam Retirement Plan. Service fee deductions shall not be made until after January 1.

The Board shall not be required to honor for any month's deductions any authorization that is delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are made.
  - 3. No later than September 30 of each year, the Board shall provide the UNAP with a list of those employees who have voluntarily authorized the Board to deduct dues or service fees for the UNAP. Nurses who have elected the Payroll Deduction Plan and who terminate their employment during the school year must have the balance of their dues or service fees deducted from their final pay period.

## **ARTICLE XX**

### **Vacancies and Transfers**

#### **A. Vacancies**

1. A vacancy shall be defined as a position, which the Board has, in its sole discretion, decided to fill, caused by death, retirement, discharge, resignation, elimination of a position, or the creation of a new position.
2. When a vacancy occurs, the vacant position will be posted in the buildings and the President of the UNAP will receive a copy of that posting.
3. All vacancies will be posted in the building and the central office for a minimum of ten (10) business days.
4. Nurses shall submit a letter of interest for any vacant position within the time period specified in the posting.
5. Qualified internal candidates shall be given preference over external candidates. Qualified is defined by: relevant work experience, employment record and work performance. If more than one internal candidate qualifies for the same position, the nurse with the most seniority shall be awarded the position.

#### **B. Transfers**

1. A transfer shall be defined as the voluntary placement of a nurse in a different school.
2. Nurses who desire a transfer shall make such request in writing to the Superintendent.
3. If more than one nurse requests a transfer to the same position, the nurse with the most seniority shall be transferred.

## **ARTICLE XXI**

### **Child Bearing and Child Raising Leave**

- A. Leaves relating to pregnancy shall fall into two categories. First, leave for the employee who is absent from work due to disability related to childbirth or pregnancy. Second, leave which the Board may grant for purposes of child raising.
- B. Childbirth or pregnancy leave shall be treated as any other physical disability for the purposes of this Agreement and shall be granted in accordance with all applicable state and federal statutes.
- C. Leave of Absence for Child Raising
  - 1. A nurse who parents or adopts a child during the school year may request a leave of absence for child raising purposes. The nurse may not be employed elsewhere during such leave.
  - 2. A nurse on child raising leave shall not be paid and all sick leave and other benefits will cease.
  - 3. All leaves will be provided for in accordance with all existing state and federal regulations.

## **ARTICLE XXII**

### **Communications**

There shall be open communications between the Executive Board of the UNAP and the Superintendent of Schools and/or the Board of Education with regard to topics of mutual interest. Meetings will be held between the parties at the request of either party. Such meetings shall be at a time and place mutually agreed upon by the parties.

## **ARTICLE XXIII**

### **Evaluation Reports**

- A. Nurses shall upon request be given a copy of any evaluation report prepared by their supervisor and shall have the right to discuss such reports with their supervisor.
- B. Any such report or other written statement of criticism may not be contained in the individual nurse personnel file unless such report is shown to the subject nurse and such individual has acknowledged the report by signature. Nurses are required to sign their evaluations, reports or other written statements of criticism. Acknowledgement does not mean agreement therewith. The nurse shall have the opportunity to respond in writing to reports or written statements of criticism.
- C. Any nurse has the right to examine the contents of his/her personnel file upon request. A nurse has the right to have an officer of the UNAP present at such an examination. No separate personnel file shall be maintained other than the one subject to nurse examination.

## **ARTICLE XXIV**

### **Reduction in Professional Staff**

Recognizing that it may become necessary to eliminate professional staff positions in certain circumstances, this procedure is adopted to provide a fair, equitable and orderly process should such elimination become necessary.

#### **Procedure**

- 1. When action must be taken to reduce the number of nurses, the Board, through the Superintendent of Schools, will meet with the Executive Board of the UNAP to discuss the effects of the reduction in force.
- 2. Prior to the identification of any nurse who is to be terminated, a systemwide seniority list will be developed by the Superintendent of Schools and the designated member of the Executive Board of the UNAP. This list will be available to all staff members for review.

3. For purposes of this Agreement, seniority shall mean total continuous employment by the Board within the bargaining unit, and shall accrue based upon the number of hours worked. Seniority shall continue to accrue during paid and unpaid leaves of absence as described in Article X, XI, XIII, and XIV herein.
4. The seniority list will reflect in this order:
  - a. nurse's name,
  - b. total continuous employment within the bargaining unit by the Board,
  - c. date of the nurse's first actual working day.
5. Prior to commencing action to reduce staff under this procedure, the Board will effectuate position elimination and/or reduction in staff by:
  - a. voluntary retirements,
  - b. voluntary resignations,
  - c. voluntary transfer of existing staff members,
  - d. voluntary leaves of absence.
6. Thereafter, nurses with the least seniority shall be laid off first.
7. If the position of a nurse is eliminated by the Board, such nurse will be entitled to assume any available position for which s/he is qualified. Available positions shall be defined as those that would be reduced first according to total continuous employment by the Board.
8. No nurse shall be laid off as a result of the contracting out of bargaining unit work or as a result of volunteers doing bargaining unit work.

#### Recall Procedure

1. The name of any nurse whose services have been terminated because of the elimination of a position or reduction in professional staff shall be placed upon a reappointment list and remain on such list for two (2) years, provided such nurse does not refuse a reappointment to a position equal in time to the one from which s/he was released.

2. Any offer of re-employment under the provisions of this agreement shall be made by notification in writing by registered mail sent to the nurse's last known address and to the Executive Board of the UNAP at least thirty (30) days prior to the anticipated date of re-employment. Any offer so made shall be accepted or rejected in writing within fifteen (15) days of receipt of certified written notification.

If the nurse rejects the appointment or does not respond to the notice of appointment within fifteen (15) days of receipt of the offer, the name of the nurse will be removed from the recall list.

3. A recall list shall be made available to the UNAP and the UNAP shall be notified as nurses are recalled.
4. Offers of re-employment shall be made in inverse order of release. No new nurse shall be hired for any position until nurses on the recall list are recalled or decline the opening.
5. The separation of a nurse pursuant to this procedure shall not affect any fringe benefits earned and/or accumulated, or benefits to be earned and/or accumulated when re-employed, with the exception of compensation schedule increments and years of service as applied to nurses retirement.

## **ARTICLE XXV**

### **Dues Deduction and Service Fee Deduction**

#### **A. Conditions of Continued Employment**

All staff covered by this Agreement shall, as a condition of continued employment, join the UNAP or pay the UNAP a service fee. Said service fee shall be equal in amount to the proportion of UNAP dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment.

**B. Members**

All staff covered by this Agreement shall sign and deliver to the UNAP, if they have not already done so, an authorization for the payroll deduction of membership dues or service fees of the unified membership. Said authorization shall continue in effect from year to year unless said staff member shall notify the Board and the UNAP in writing in the month of August of any year. If said notice is timely delivered, it shall mean that in the coming school year said nurse shall pay the service fee as described in Section A above, and paid in accordance with Section C below.

**C. Non-Members**

Those nurses commencing employment after the date of execution of this Agreement shall, within thirty (30) days of such commencement, sign and deliver to the Board an authorization card as described in Section B of this Article.

**D. Forwarding of Monies**

The Board agrees to forward to the UNAP each month all monies deducted during the month for dues and service fee deductions.

**E. Lists**

No later than the first paycheck in October of each school year, the Board shall provide the UNAP with a list of all employees covered by this Agreement. The Board shall notify the UNAP monthly of any change in said list. It is understood by both parties that the Board will not be held responsible for any claims, legal and/or monetary, arising from the implementation of this provision.

**F. Hold Harmless**

The UNAP shall indemnify and hold the Board harmless, against any and all claims, demands, suits, liabilities, attorneys fees or other costs or forms of liability that shall, or may, arise out of, or by reason of, any action taken by the Board and its agents for the purpose of complying with, enforcing or administering this Article.



## **ARTICLE XXVI**

### **Amendment**

This Agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the UNAP, which amendment shall be appended hereto and become a part hereof.

## **ARTICLE XXVII**

### **Holdover**

In the event that the Board and the UNAP shall fail to secure a Successor Agreement prior to the termination of this Agreement, the UNAP in its sole and absolute discretion may elect to extend the duration of this Agreement for any period not to extend beyond the date of the execution of a Successor Agreement.

## **ARTICLE XXVIII**

### **Just Cause**

No nurse shall be subject to any written warning, suspension or discharge unless there is just cause except in serious cases of misconduct when discharge or suspension may be appropriate. The Board agrees that progressive discipline will be applied when appropriate. If a nurse is to be formally disciplined by the Board or its agents, the nurse shall receive advance written notification of the disciplinary action, be entitled, upon request, to receive a written statement of reasons and have the right to have a representative of the UNAP present at any disciplinary meeting.

## **ARTICLE XXIX**

### **Mileage Allowance**

The Board agrees to pay nurses using private vehicles at the Board's request the prevailing IRS rate of reimbursement.

### **ARTICLE XXX**

#### **Severability**

In the event that any provision of this Agreement is found to be in conflict with any state, federal, or other applicable laws, such law(s) shall prevail and such provisions of the Agreement shall be considered invalid and void. Such invalidity shall not affect the validity of the remaining provisions of this Agreement which shall remain in full force and effect.

### **ARTICLE XXXI**

#### **Health and Safety**

The Board shall continue to maintain a safe and healthy working environment for school nurses. The Board and the nurses shall observe all applicable health and safety laws and regulations. The Board will provide proper and safe equipment required for employees to perform their duties and responsibilities at no cost to the nurses. The Board agrees to indemnify nurses for any damage to their clothing and/or belongings as a result of physical contact with a student in the course of employment.

### **ARTICLE XXXII**


#### **Duration**

The provisions of this Agreement shall be effective as of **July 1, 2020** and shall continue and remain in full force and effect through **June 30, 2023**.

**Signature Block**

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized, and their seals affixed hereto as of the date and year first above written.

**PUTNAM BOARD OF EDUCATION**

BY:   
CHAIR

6/9/20  
DATE

**UNAP, LOCAL 5202**

BY:   
PRESIDENT

6/10/20  
DATE

## **APPENDIX A**

### **Compensation Scale**

Compensation will be as set forth in the schedule below reflecting the following increases:

Year 1 – 2020-2021 .....1.50% general wage increase, includes increment  
Year 2 – 2021-2022 .....1.50% general wage increase, includes increment  
Year 3 – 2022-2023 .....2.95% general wage increase, includes increment

Compensation will be set forth in the scale below:

<b><u>Step</u></b>	<b><u>2020-2021</u></b>	<b><u>2021-2022</u></b>	<b><u>2022-2023</u></b>
Step 1	\$36.25	\$36.79	\$37.87
Step 2	\$37.89	\$38.46	\$39.59
Step 3	\$39.53	\$40.12	\$41.30
Step 4	\$41.18	\$41.80	\$43.03
Step 5	\$42.00	\$42.63	\$43.89
Step 6	\$42.57	\$43.07	\$44.34

Nurses who are not at top step shall advance one step.

The Coordinator of Nursing Services shall be paid a stipend each year in addition to the wages set forth above as follows:

2020-2021	\$3,250
2021-2022	\$3,500
2022-2023	\$3,750

Nurses shall be paid in twenty-six (26) biweekly installments. Nurses are required to have their paychecks electronically deposited to a bank or credit union of their choice.

Longevity payments for 5 to 9 years of service within the bargaining unit: \$250/year, to be paid at the end of the fiscal year in June.

Longevity payments for 10+ years of service within the bargaining unit: \$600/year, to be paid at the end of the fiscal year in June.