

PROFESSIONAL AGREEMENT

BETWEEN THE

VERNON BOARD OF EDUCATION

AND THE

VERNON SCHOOL NURSES' ASSOCIATION

July 1, 2010 - June 30, 2013

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ARTICLE I RECOGNITION

The Board of Education, (herein referred to as the "Board"), recognizes the Vernon School Nurses Association, (herein referred to as the "Nurses" or the "Association"), as the sole and exclusive bargaining agent for the purpose of ...

1. Professional negotiations of wages, hours and other conditions of employment for all Registered Nurses employed by the Board.
2. To encourage and abet an effective and harmonious working relationship between the Board and the Registered Nurses in order that the cause of healthcare in the educational environment may be best served. Recognition is granted pursuant to certification issued by the State Labor Relations Board in case no. ME-5257.

ARTICLE II LICENSURE

Throughout the term of this agreement, all School Nurses will maintain and furnish the Board with a valid Registered Nurse's license issued by the Connecticut Department of Public Health. If at any time during the term of this agreement a Nurse loses or ceases to hold a valid license from the Connecticut Department of Health which entitles him/her to discharge the duties and responsibilities of a School Nurse, it shall be deemed just cause for immediate termination.

ARTICLE III WORK YEAR

1. The work year for the nurses shall be the student school year plus one additional day immediately prior to the opening of school. Any change shall be subject to negotiations between the Board and the Association.
2. Nurses shall have a duty-free lunch period in their assigned schools. Nurses who have their lunch period interrupted by student or staff medical needs may take compensable time after providing the needed service.

It is understood that nurses are free to leave the building during their lunch period, with prior arrangements for nursing coverage, mutual agreement of the building principal or designee, and notification of departure and destination prior to leaving.

3. On each work day nurses shall report for work fifteen (15) minutes prior to the opening time for that day and shall remain thirty (30) minutes after school closes. On half-day sessions or early closing, nurses shall remain until the last bus leaves. Any change to the length of the work day beyond the current seven and one half hours (7 ½) shall be subject to negotiations between the Board and the Association.
4. Nurses shall not be assigned scheduled duties such as cafeteria, playground, etc.

5. Any nurse required to travel from one school to another during the course of her normal working schedule shall be reimbursed mileage using the current IRS standard mileage rate.

ARTICLE IV PROFESSIONAL NEGOTIATIONS

1. The Board and the Nurses' Association agree to commence negotiations in good faith 120 days prior to the expiration of this agreement, in accordance with state statute, to secure a successor agreement relative to all matters concerning salaries and all other conditions of employment. The Agreement so negotiated shall bind and inure to the benefit of the Board and all members of the Nurses' Association and shall be reduced to writing and signed by the Board and Association.

2. The Board and the Nurses' Association shall cooperate with one another upon reasonable request to provide information, statistics and records which the Nurses' Association or the Board may deem necessary for the proper administration of this contract. Either party may, if it so desires, utilize the services of outside consultants or negotiators and may call upon professional and lay representatives to assist in negotiations.

3. The Board will provide each employee with a copy of this Agreement within a reasonable time after the date of the signing of this agreement; new employees will be provided with a copy of this agreement at the time of hiring.

ARTICLE V LEAVE PROVISIONS

1. Personal Days

Nurses shall be entitled to five (5) days of paid personal leave in each school year for imperative personal business which could not effectively be conducted outside of school hours. All personal days must receive prior notification and approval of the Nurse Supervisor and the Principal and/or the Superintendent. The reason for the Personal Day on the request form may be stated as "imperative personal business."

Personal days are non-accumulative.

Request for personal days shall, when possible, be submitted to the Nurse Supervisor and Principal and/or Superintendent at least seven (7) days prior to the requested day of leave. In extreme emergencies, personal days may be granted by the Nurse Supervisor and Principal or Superintendent to eligible staff members unable to request the day(s) in advance.

2. Bereavement

Up to three (3) days with full pay will be granted in the event of death(s) within the employee's immediate family. Immediate family for the purposes of this clause is

defined as spouse, children, parents, grandparents, siblings, stepchildren, grandchildren, son-in-law, daughter-in-law, great grandparents, great grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, and also any relative who is domiciled in the employee's household.

3. Religious Days

After five (5) days of personal days have been used, the Superintendent may grant up to three (3) additional days.

4. Unauthorized Absence

Loss of pay for a Nurse's unauthorized absence shall be based on the nurse's current daily rate of pay in the year of occurrence. Such rate shall be determined by the number of days nurses are required to work.

5. Professional Development

With prior approval of the Head Nurse and the Superintendent, leaves not to exceed three (3) school days, with full pay and expenses shall be granted for attending health related educational conferences or important professional meetings. In addition, each nurse shall be allowed one school day for the purpose of visiting health programs in some other school. Each nurse shall submit a properly executed request form and furnish a report to the Superintendent following the conference or visit.

6. Maternity Leave

6.1 A nurse who becomes sick or disabled due to pregnancy or childbirth shall, upon her request, be placed on sick leave for childbearing purposes. Any nurse who becomes pregnant is required to furnish notification to the Superintendent or his/her designee at least (4) months prior to the anticipated commencement of childbearing leave, to permit substitute coverage to be arranged.

6.2 Leave for childbearing purposes shall begin when, in the opinion of her physician, the nurse is no longer physically able to work and said leave shall expire when, in the opinion of the nurse's physician, she is physically able to return to work. The nurse shall furnish appropriate certification from her physician. Except in cases of medical difficulties not normally encountered, sick leave for childbearing purposes is not normally expected to continue for more than six (6) weeks after delivery.

6.3 Accumulated sick leave shall be available for use during such periods of disability. Disability leave beyond any accumulated sick leave shall be available without pay for such reasonable further period of time as a female nurse is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto. If sick leave is exhausted, the nurse may also make an application to the Board for additional sick leave.

6.4 Upon her return from childbearing leave, the nurse shall be assigned to her former position. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.

7. Parental Leave

Nurses wishing to apply for parental (childrearing) leave may make application for such leave to the Board of Education through the Superintendent of Schools in accordance with established procedures governing all requests for unscheduled leaves of absence other than personal leave, sick leave, or other leaves specifically provided for in this agreement.

Requests for childrearing leave shall be considered by the Board of Education in good faith in a manner identical to other requests from nurses for unscheduled leaves of absence.

8. Leaves of Absence

Leaves of absence may be granted by the Board of Education after two (2) years of service. A letter of intent must be presented to the Board of Education before May 1st for the leave of absence starting in September of the same year. In extreme emergencies, a leave of absence may be granted by the Superintendent of Schools to eligible staff members unable to request leave in advance.

Leaves of absence are limited to ten (10) school months in any five (5) year period. Exceptions may be granted upon request from the Superintendent and approved by the Board of Education.

A nurse receiving a leave of absence for one year shall be guaranteed that position or a comparable position, if available, upon return providing that the Superintendent of Schools is notified in writing of the intent to return by March 1st. In the event of such return, such leave shall not be considered a break in service.

9. Military Leave

Military leave not to exceed two (2) weeks shall be granted to regular employees when required to serve a period on active reserve or National Guard duty. During this period, the employee shall be paid the difference, if any, between his/her regular and military salary. Copies of orders to active duty shall be provided the Superintendent of Schools.

Employees required to serve in the military service of the United States shall be entitled to indefinite leave without pay for up to two (2) years and any mandatory extensions. No employee shall lose any seniority standing because of any required military service, including service in the National Guard or organized reserves.

The employee's accumulation of sick leave upon leaving shall be retained to his/her credit when he/she returns from military service.

The employee must pay to the employee's retirement fund the employee's annual assessments due for the period of his/her absence when he returns from required military service to receive credit for this time.

On return from required military service, an employee shall be reinstated to his/her former job or one of like rank and shall receive credit for any yearly increments or general wage increases awarded during his/her absence for military service, provided that he/she reports for duty within ninety (90) days of his/her discharge from the military service.

ARTICLE VI SICK LEAVE

1. All employees under this Agreement shall be entitled to a minimum sick leave of fifteen (15) school days in each school year with full pay. Sick leave may accumulate to not more than 172 days. Nurses hired prior to July 1, 2006 retain 182 days of accumulation. Sick leave shall accumulate or be restored when the said limit is reduced below this limit at the rate of one and one-half ($1\frac{1}{2}$) days per month during the school year.
2. Each employee shall receive written notification of his/her accumulated sick leave each school year.
3. In exceptional cases, a written request for extension of sick leave may be granted by the Board when a nurse's sick time has been used up. If the Board hires a substitute nurse, the Board may pay to the nurse on extended sick leave the difference between the substitute's rate of pay and that of the nurse.
4. Loss of pay for nurses exceeding their sick leave shall be based on the current daily rate of pay of the nurse in the year of occurrence.
5. A physician's certificate may be required after three (3) consecutive working days of absence of all personnel covered by this contract.
6. Association members shall receive no compensation for unused accumulated sick leave upon resignation, termination or retirement from the Vernon Board of Education.

ARTICLE VII AFTER SCHOOL MEETINGS

1. Nurses may be required to remain after school to attend the following meetings: Superintendent of Schools General Staff Meeting or other meetings called by the Superintendent; Monthly Nurses' Staff Meetings as called by the Head Nurse; General Faculty Meetings called by the School Principal; and special groups as authorized by the Superintendent of Schools.
2. The total of such meetings shall not exceed two (2) evening meetings per school

year and four (4) afternoon meetings per month. Attendance exceptions shall be determined by the administration. After school meetings shall not exceed one (1) hour but in extraordinary situations may be extended to 1 ½ hours. Planning and Placement Team (PPT) meetings, and parent/nurse conferences shall not be included in the above totals.

However, the Board shall use its best efforts to encourage parents to, where feasible, schedule PPT meetings immediately before or after the normal school day.

ARTICLE VIII ASSIGNMENTS AND TRANSFERS

1. Assignments and transfers of nurses will be made by the Superintendent of Schools to best serve the interests of the educational program. Whenever possible, affected nurses shall be given advance notice of assignments and transfers.

2. In the event that nurse assignments for the coming year are changed during summer recess, written notice of the change in assignment will be provided to affected nurses as soon as possible. The notice will be sent to the record address of the affected nurse with a copy to the president of the Association. Nurses who anticipate being away from their regular mailing address for an extended period during the summer may, if they desire, leave a temporary address with the Superintendent of Schools prior to the close of school, and a copy of the change in assignment will be sent to that address.

3. Up-to-date listing of new and open positions shall be forwarded to the President of the Nurses' Association and posted internally before it is advertised outside the District. Written notice will also be mailed to the President of the Nurses' Association during the summer time period.

4. In the event a vacancy occurs within the bargaining unit, any nurse may submit a written request to the Superintendent for a transfer.

ARTICLE IX EDUCATIONAL REIMBURSEMENT

The Board of Education shall, upon presentation of an official transcript, reimburse fifty percent (50%) of tuition costs and expenses up to \$300 per nurse in a given year. All courses must have the prior approval of the Superintendent of Schools and courses must lead to a baccalaureate or higher degree in nursing.

ARTICLE X REDUCTION IN FORCE

In the event of a reduction of the number of school nurses in Vernon, length of service shall be the factor in the Board's determination of personnel to be retained. The salary of an individual shall not be a factor. The affected employee shall receive thirty (30)

days' notice prior to the effective date of any such staff reduction. Employees, who have been terminated due to reduction in force, shall have recall rights for a period of two (2) years, and shall be recalled in inverse order of termination.

ARTICLE XI INSURANCE

Members of the Nurses' Association will be entitled to the following:

1. Life Insurance

The Board agrees to provide and pay for Life Insurance coverage in the amount of \$50,000 with double indemnity for accidental death, for each nurse covered by this Agreement.

Nurses shall be eligible to purchase at their own expense additional amounts of life insurance at applicable group rates to an amount of two (2) times the annual salary of each nurse rounded to the nearest \$1000, to a maximum of \$75,000 contingent upon the insured offering of said coverage.

2. Health Insurance

2.1 The Board of Education agrees to provide insurance benefits for individuals covered by the bargaining agreement. Each employee shall elect one of two options during the month of May preceding the contract year for insurance benefits to remain in effect for the subsequent July 1 through June 30. If no election is made in May, the insurance coverage option maintained by the employee shall remain in force.

The two options are as follows:

Option I

* HSA Plan

Option II

* POS HMO

The cost of the health insurance program shall be shared by the Board of Education and Employees. Employee contributions shall be made pursuant to Internal Revenue Code Section 125 Plan as pre-tax payroll deductions if elected by employee. The percentage of employee contributions shall be based upon the premium rate charged by the respective insurance carrier and is set forth for each of the respective options:

Option I: HSA Plan

Employee contribution will be 14% of the applicable premium rate. Effective July 1, 2012, the employee contribution will increase to 16% of the applicable premium rate.

Option II: HMO Plan

Employee contribution will be 14% of the applicable premium rate. Effective July 1, 2012, the employee contribution will increase to 16% of the applicable premium rate.

*1) HSA Plan

The specifics of this program are set forth in the attached Exhibit 1 referred to as Option I.

*2) HMO Plan

The specifics of this program are set forth in the attached Exhibit 2 and referred to as Option II.

3. Dental Insurance

The Vernon Board of Education agrees to provide individual and family membership in the Connecticut Blue Cross Co-pay Dental Plan. The employee contribution of the applicable premium rate for basic dental is the same as the medical premium rate.

The Vernon Board of Education also agrees, subject to the rules of Blue Cross/Blue Shield, to make available to all members of the bargaining group Blue Cross Dental Rider "A". Members of the bargaining unit will pay for the cost of this plan.

4. Waiver of Insurance

A member may elect to waive his/her health insurance benefits and, in lieu of said benefits, receive a \$1,000.00 payment for individual coverage or a \$2,000.00 payment for two person or family coverage.

Members who elect to make such waiver shall notify the Board in writing during the May Open Enrollment period of any year of this Agreement that he/she is canceling his/her participation and coverage and the participation and coverage of his/her dependent(s) in the insurance plans.

The Board shall make payment to all members eligible to receive the \$1,000.00 payment in the following manner:

\$500.00 in the first pay period in December

\$500.00 in the last pay period in June

The Board shall make payment to all members eligible to receive the \$2,000.00 payment in the following manner:

\$1,000.00 in the first pay period in December

\$1,000.00 in the last pay period in June

Any member who has notified the Board in accordance with this section and whose insurance coverage and participation has been cancelled; who has a change of circumstances may apply in writing to the Board to be included in the insurance plan(s). Upon such request and subject to any regulations, restrictions or waiting periods which may be in effect by the insurance carrier, the member shall be reinstated.

Any member who enrolls in the insurance plan(s) in accordance with the above paragraph shall receive pro rata payment for those months during which he/she was not participating in or covered by the insurance plan(s).

5. Self Insurance Option/Competitive Selection

The Vernon Board of Education may provide health coverage for bargaining unit members through alternate carriers or through self-insurance. In no case shall the coverages and benefits provided through alternate insurance carriers, through self-insurance or through a combination of such alternatives be less than the coverages available to nurses under the group health insurance policies described elsewhere in this article.

Should the Vernon Board of Education desire to change insurance carriers and/or self-insure, the Association president shall be first notified and given an opportunity to review the proposed changes. Should the Association and the Board disagree that the alternative coverage proposed will provide equal coverage to those provided by the group plans set forth elsewhere in this section, binding arbitration as set forth under Article XIII of this contract may be immediately implemented at the request of the Association or the Board. Such arbitration shall take place before an impartial arbitrator with expertise in insurance. None of the individual coverages set forth in this section shall be subject to a proposed change in carrier and/or the self-insurance option more than once per year. Should the Board self-insure or change carriers pursuant to this section, the privacy of the members of the unit shall be fully respected.

6. Health Insurance at Retirement

The Board agrees to carry retirees on its insurance roll as part of the same group as active employees at no cost to the Board until eligible for Medicare. Eligible retirees will pay the full cost of health insurance at prescribed intervals as established by the Board's Director of Business and Finance. Current insurance plans available at retirement include: HSA Plan and HMO Plan.

ARTICLE XII

1. Retirement Pay

Upon the retirement or death of a health staff member, such member or survivor shall be paid an amount equivalent to two (2) days compensation established by the

individual's current daily wages at time of retirement or death for each year of service to the Town of Vernon.

2. Town of Vernon Pension Plan

The employee retirement plan of the Town of Vernon, Division 40, is hereby made part of this agreement including any plan amendments by or on behalf of members of the Vernon School Nurses' Association and excluding any plan amendments made by or on behalf of members of any other employee group. In the event the company and/or contract is changed, members of the Vernon School Nurses' Association who are participants in the Town of Vernon retirement plan will be notified in writing of such change.

The current pension plan shall be modified as follows, with all other provisions remaining as they are as of July 1, 1998.

Participant Contributions:

Employee contributions will be six point five percent (6.5%) of earnings through a Section 414h2 pre-tax plan of the Internal Revenue Service.

Retirement Dates:

Age 62 and ten (10) years of service.

Accrued Benefits and Retirement Benefits:

The benefit will be two percent (2.0%) of average earnings times years of service to a maximum of 30.

**Pensions are based on the % factor times years of service times the average five highest years of salary.

3. Health and Safety

The Board shall provide free of charge to all nurses and health aides who wish them, medical injections for the prevention of influenza (flu shots).

ARTICLE XIII SALARY SCHEDULE

The Nurses salary schedule for each year of the contract is attached hereto as Exhibit 3.

For new hires, placement on the salary schedule shall be as follows:

- Step 1 for 1-3 years of school experience
- Step 2 for 4-6 years of school experience

Step 3 for 7+ years of school experience

The middle school nurse and high school nurse will be paid \$800 per year effective July 1, 2010; \$850 effective July 1, 2011; and \$900 effective July 1, 2012.

Nurses shall be paid an educational stipend of \$250 per year for a Bachelors Degree + 15 credits and \$500 per year for a Masters Degree.

Longevity pay shall be an additional \$250 beginning with the thirteenth (13) year of service in Vernon and nurses eligible for longevity shall subsequently receive an additional \$25 for each successive year of service in Vernon. The terms of this provision shall not apply to nurses hired after June 30, 1998.

**ARTICLE XIV
GRIEVANCE PROCEDURES**

1. 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.

2. Definitions

For the purpose of this Agreement a grievance shall be defined as a written complaint by an employee in the unit covered by this Agreement that a specific provision or provisions of this Agreement has been misapplied or misinterpreted. A grievance shall state a specific section or sections of the Agreement claimed to be misapplied or misinterpreted and shall also contain a clear statement of the relief requested.

"Nurse" shall mean any person regularly employed as a school nurse by the Board who is also licensed by the State of Connecticut as a Registered Nurse (R.N.).

"Party in interest" shall mean the person or persons making the claim, including their designated representative as provided for herein and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

"Days" shall mean days when school is in session.

3. Time Limits

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 parties in interest.

If a nurse does not file a grievance in writing within thirty (30) days after he/she knew, or

should have known, of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

Failure by the aggrieved nurse at any level to appeal a grievance to the next level within the specified time shall be deemed to be acceptance of the decision rendered at that level.

All grievances must be processed after school hours, unless otherwise mutually agreed upon.

4. Informal Procedures

If a nurse feels that he/she may have a grievance, he/she must first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally.

If a nurse is not satisfied with such disposition of the matter, he/she shall have the right to have the Association assist him/her in further efforts to resolve the problem informally with the principal or other appropriate administrators.

5. Formal Procedures

Level One - School Principal

If an aggrieved nurse is not satisfied with the outcome of informal procedures, or if he/she has elected not to utilize such procedures, he/she may present his/her claim as a written grievance to his/her principal or other appropriate administrator. If the grievance is directed at the principal then the grievance would be presented to the Assistant Superintendent in lieu of the principal.

The principal or Assistant Superintendent shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved nurse, with a copy to the Association.

Level Two - Superintendent of Schools

If the aggrieved nurse is not satisfied with the disposition of his/her grievance at Level One, he/she may, within three (3) days after the decision, or within eight (8) days after his/her formal presentation, file his/her written grievance with the Association for referral to the Superintendent of Schools.

The Association shall, within five (5) days after receipt, refer the grievance to the Superintendent, but prior to so doing, the Association shall provide an opportunity for the aggrieved nurse to meet with the appropriate Association committee to review the grievance.

The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved nurse and with representatives of the Association for the purpose of resolving

the grievance. A full and accurate record of such hearing shall be kept by the Superintendent and made available to party or parties concerned or their authorized representatives and the Board of Education upon written request.

The Superintendent shall, within five (5) days after the hearing render his/her decision and the reasons therefore in writing to the aggrieved nurse, with a copy to the Association.

Level Three - Board of Education

If the aggrieved nurse is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within three (3) days after the decision file the grievance again with the Association for appeal to the Board of Education.

The Association shall, within three (3) days after receipt refer the appeal to the Board of Education.

The Board of Education or its designated Grievance Committee shall, within ten (10) days after the receipt of the appeal, meet with the aggrieved nurse and with representatives of the Association for the purposes of resolving the grievance. A hearing of the grievance shall include testimony if offered from the aggrieved nurse with representatives of the Association if desired as well as testimony from the Superintendent or other administrator(s) if offered. Both parties may be allowed to present testimony if they wish. Under normal situations the Board will avoid receiving testimony from either administration or the nurse or his/her representative after the hearing has been concluded. Full and accurate record of such hearing shall be kept by the Superintendent and made available to any party or parties concerned on their written request.

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 Association unless extreme extenuating circumstances make it impossible for the Board of Education to file a written decision within three (3) days in which case a decision is to be filed as soon as possible.

Level Four - Arbitration

If the aggrieved nurse is not satisfied with the disposition of this grievance at Level Three, he/she may, within three (3) days after the decision, request in writing to the president of the Association that his/her grievance be submitted to arbitration.

The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing.

The Chairperson of the Board and the President of the Association 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 five (5) days, the American Arbitration Association shall immediately be

called upon to select the single arbitrator.

The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved nurse and other parties in interest as he/she shall deem requisite.

The Arbitrator shall, within thirty (30) days after conclusion of the hearings, render his/her decision in writing to all parties in interest setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon all parties in interest.

The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

6. Rights of Nurses to Representation

No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.

The Association may act as or for an aggrieved nurse at any stage in this procedure provided that this shall not be interpreted to limit the right of a nurse to present his/her own grievance without representation by the Association. Any party in interest may be represented at Levels Two and Three of the formal grievance procedure by a person of his own choosing, except that he/she may not be represented by a representative or by an officer of any nurse organization other than the Association. The Association shall have the right to state its views when it does not represent the nurse.

In the event that the Association shall not have elected to submit a grievance to arbitration, the aggrieved nurse may submit his/her grievance to arbitration independently by following the procedure outlined above in lieu of the Association, provided; however, that in such case the costs for the services of the arbitrator shall be borne by the aggrieved nurse.

The Association and/or the Board may, if they so desire, call upon any professional services for consultation and assistance at any stage of the procedure.

7. Miscellaneous

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE XV JUST CAUSE/TERMINATION OF EMPLOYMENT

No employee shall be discharged, demoted, suspended or disciplined in any way except for just cause as defined in the Board of Education's Policy Manual sections

4117.41 and 4217.41.

**ARTICLE XVI
GENERAL PROVISIONS**

1. This Agreement contains the full and complete agreement between the Board and the Association and neither party is required to renegotiate upon any item whether it is covered or not, during the term of this Agreement.
2. In the event that any provisions or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.
3. This Agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the Association, which amendment shall be appended hereto and become a part hereof.

**ARTICLE XVII
DURATION AND HOLDOVER**

The provisions of this Agreement shall be effective as of July 1, 2010 and shall continue and remain in full force and effect to and including June 30, 2013.

In the event the Board and the Association fail to secure a successor agreement prior to the termination of this Agreement, the Board or the Association may elect to extend the duration of this Agreement until a successor agreement is made. Such successor agreement shall become effective on July 1st of the year in which the current Agreement would otherwise have expired

SIGNATURE BLOCK

This agreement is made and entered into on the 28th day of September by and between the Vernon Board of Education and the Vernon School Nurses' Association.


Chairperson, Board of Education


President, Vernon School Nurses' Association

**Exhibit 1 - Option I
Health Savings Account (HSA) Plan**

| | Oxford HSA | |
|--|--|-------------------------|
| | IN NETWORK | OUT OF NETWORK |
| FINANCIAL | ALL STANDARD OHI BENEFITS FOR LIMITATIONS | |
| Office Visit Copayment | Ded & Coins | Ded & Coins |
| Specialist Visit Copayment | Ded & Coins | Ded & Coins |
| Hospital Copayment | Ded & Coins | Ded & Coins |
| Urgent Care Copayment | Ded & Coins | Ded & Coins |
| ER Copayment (waived if admitted) | Ded & Coins | Ded & Coins |
| Outpatient Surgery Copayment | Ded & Coins | Ded & Coins |
| Annual Deductible (individual/family) | \$1,500/\$3,000 | \$1,500/\$3,000 |
| Coinsurance | \$100 | 70/30 |
| Maximum out of pocket (individual/family) | \$1,500/\$3,000 | \$3,000/\$6,000 |
| Lifetime Maximum | unlimited | unlimited |
| PREVENTIVE CARE | | |
| Well Child Care | No Charge | Ded & Coins |
| Periodic Routine Health Exams | No Charge | Ded & Coins |
| Routine Eye Exams - one every two years | Ded & Coins | Ded & Coins |
| Routine OB/GYN visits | No Charge (2 exams per year) | Ded & Coins |
| Mammography | | |
| one baseline age 35-39 | Ded & Coins | Ded & Coins |
| one screening per year age 40+ | Ded & Coins | Ded & Coins |
| add'l exams when medically necessary | Ded & Coins | Ded & Coins |
| Preventive Dental (children up to 12 years of age) | No charge | No charge |
| MEDICAL CARE | | |
| Primary care office visit | Ded & Coins | Ded & Coins |
| Specialist consultation | Ded & Coins | Ded & Coins |
| OB/GYN care - no referral required | Ded & Coins | Ded & Coins |
| Maternity care - initial visit subject to copay | Ded & Coins | Ded & Coins |
| Laboratory | Ded & Coins | Ded & Coins |
| X-ray and Diagnostic testing | Ded & Coins | Ded & Coins |
| Allergy services | Ded & Coins | Ded & Coins |
| HOSPITAL CARE prior authorization required | | |
| Semi-private room | Ded & Coins | Ded & Coins |
| Maternity and newborn care | Ded & Coins | Ded & Coins |
| Skilled nursing facility | Ded & Coins | Ded & Coins |
| -up to 90 days per calendar year | | |
| Rehab services - 60 days per cal yr | Ded & Coins | Ded & Coins |
| Hospice - unlimited max | Ded & Coins | Ded & Coins |
| Outpatient surgery (hospital or surgi-center) | Ded & Coins | Ded & Coins |
| EMERGENCY CARE - No referrals required | | |
| Walk-in centers | Ded & Coins | Ded & Coins |
| Urgent care - at participating centers | Ded & Coins | Ded & Coins |
| Emergency care - copayment waived if admitted | Ded & Coins | Ded & Coins |
| Ambulance - air no maximum per trip | Ded & Coins | Ded & Coins |
| OTHER HEALTH CARE | | |
| Outpatient rehab services | | |
| -unlimited including PT, ST, and OT | Ded & Coins | Ded & Coins |
| Home Health Care - unlimited | Ded & Coins | Ded & Coins |
| DME - up to \$1,000 per calendar year | Ded & Coins | Ded & Coins |
| Chiropractic Services | Ded & Coins | Ded & Coins |
| -unlimited including PT, ST, and OT | | |
| Infertility | Ded & Coins | Ded & Coins |
| MENTAL HEALTH/SUBSTANCE ABUSE CARE | | |
| Inpatient | Ded & Coins | Ded & Coins |
| Outpatient/office visits | Ded & Coins | Ded & Coins |
| RX | | |
| Mail Order | \$10/\$20/\$30 after deductible 2x copay | Ded & Coins 2x copay |

**Exhibit 2 - Option II
POS HMO Plan**

| | Oxford Access Plan | |
|--|--|-------------------------|
| | IN NETWORK | OUT OF NETWORK |
| FINANCIAL | ALL STANDARD OHI BENEFITS FOR LIMITATIONS | |
| Office Visit Copayment | \$15 | Ded & Coins |
| Specialist Visit Copayment | \$15 | Ded & Coins |
| Hospital Copayment | \$0 | Ded & Coins |
| Urgent Care Copayment | \$15 | Ded & Coins |
| ER Copayment (waived if admitted) | \$50 | \$50 |
| Outpatient Surgery Copayment | \$0 | Ded & Coins |
| Annual Deductible (individual/family) | n/a | \$2,000/\$4,000 |
| Coinsurance | n/a | 70/30 |
| Maximum out of pocket (individual/family) | n/a | \$25,000 |
| Lifetime Maximum | unlimited | unlimited |
| PREVENTIVE CARE | | |
| Well Child Care | No Charge - one per year | Ded & Coins |
| Periodic Routine Health Exams | No Charge - one per year | Ded & Coins |
| Routine Eye Exams - one every two years | No Charge | Ded & Coins |
| Routine OB/GYN visits | No Charge - 2 exams per year | Ded & Coins |
| Mammography | | |
| one baseline age 35-39 | No Charge | Ded & Coins |
| one screening per year age 40+ | No Charge | Ded & Coins |
| add'l exams when medically necessary | | |
| Preventive Dental (children up to 12 years of age) | No charge | No charge |
| MEDICAL CARE | | |
| | 7 | |
| Specialist consultation | \$15 Copay | Ded & Coins |
| OB/GYN care - no referral required | \$15 Copay | Ded & Coins |
| Maternity care - initial visit subject to copay | \$15 Copay | Ded & Coins |
| Laboratory | No Charge | Ded & Coins |
| X-ray and Diagnostic testing | No Charge | Ded & Coins |
| Allergy services | \$15 Copay | Ded & Coins |
| HOSPITAL CARE prior authorization required | | |
| Semi-private room | \$0 | Ded & Coins |
| Maternity and newborn care | \$0 | Ded & Coins |
| Skilled nursing facility | \$0 | Ded & Coins |
| -up to 90 days per calendar year | | |
| Rehab services - 60 days per cal yr | \$0 | Ded & Coins |
| Hospice - unlimited max | No Charge | Ded & Coins |
| Outpatient surgery (hospital or surgi-center) | \$0 | Ded & Coins |
| EMERGENCY CARE - No referrals required | | |
| Walk-in centers | \$15 | Ded & Coins |
| Urgent care - at participating centers | \$15 | Ded & Coins |
| Emergency care - copayment waived if admitted | \$50 | \$100 |
| Ambulance - air no maximum per trip | No Charge | Ded & Coins |
| OTHER HEALTH CARE | | |
| Outpatient rehab services | | |
| -unlimited including PT, ST, and OT | \$15 Copay | Ded & Coins |
| Home Health Care - unlimited | No Charge | Coins |
| DME - up to \$1,000 per calendar year | Ded & Coins | Ded & Coins |
| Chiropractic Services | | |
| -unlimited including PT, ST, and OT | \$15 Copay | Ded & Coins |
| Infertility | State Mandate | State Mandate |
| MENTAL HEALTH/SUBSTANCE ABUSE CARE | | |
| Inpatient | \$0 | Ded & Coins |
| Outpatient/office visits | \$15 Copay | Ded & Coins |
| RX | | |
| Mail Order | \$10/\$20/\$30 after deductible 2x copay | Ded & Coins 2x copay |

EXHIBIT 3

**Vernon Public Schools
Nurses' Salary Schedule
Years 2010- 2013**

| Steps | 2010-2011 | 2011-2012 | 2012-2013 |
|-----------------|------------------|------------------|------------------|
| Entry – 3 years | \$36,253 | \$36,253 | \$37,159 |
| 4-6 years | \$38,879 | \$38,879 | \$39,851 |
| 7+ years | \$39,931 | \$39,931 | \$40,929 |
| Head Nurse | \$45,545 | \$45,545 | \$46,684 |

New hires will be placed on the salary schedule as follows:

- Step 1 for 1-3 years of school experience
- Step 2 for 4-6 years of school experience
- Step 3 for 7+ years of school experience

The Middle School Nurse and the High School Nurse shall receive an \$800 stipend effective July 1, 2010; an \$850 stipend effective July 1, 2011; and a \$900 stipend effective July 1, 2012.

Memorandum of Agreement

The Vernon Board of Education, (herein referred to as the "Board") and the Vernon School Nurses Association, (herein referred to as the "Association") hereby agree to the following continuation of practices existing in the 2009-10 school year:

1. Nurses will be allowed to elect either 22 or 26 equal biweekly pay installments during each school year. Biweekly pay installments will be paid between August and June. Any unpaid installments will be paid on the last day of school each year.
2. Nurses will continue to have malpractice insurance coverage through a plan provided by the Town of Vernon.

This Memorandum of Agreement constitutes the full agreement between the Parties regarding the issues of biweekly pay installments and malpractice insurance. This Agreement shall not be modified other than in writing signed by the Parties.

Dated September 27, 2010.


Vernon Board of Education


Vernon School Nurses Association