

**BOARD OF EDUCATION
NEWINGTON PUBLIC SCHOOLS
NEWINGTON, CT 06111**

Newington Town Hall
Monday, June 22, 2020 (Virtual)

6:00 p.m.

Board of Education members and NPS staff members *who are using an npsct.org account in the Google Chrome browser* may join by going to [Google Meet](#) and entering the nickname: **boemeeting2020**

OR

If you are using a different account or browser, you will need a direct link. The link will be provided [in this document](#) 10 minutes prior to the meeting.

SPECIAL MEETING

A G E N D A

A. Call to Order

- Pledge of Allegiance
- Roll Call

B. Public Participation

(In Person/Via Telephone: 860-665-8736)

C. New Business

1. Discussion/Possible Action – Collective Bargaining Agreement Between the Newington Board of Education and United Public Service Employees Union (UPSEU) July 1, 2020 – June 30, 2024
2. Other

D. Public Participation

(In Person/Via Telephone: 860-665-8736)

E. Remarks by Board Members

F. Adjournment

COLLECTIVE BARGAINING AGREEMENT

Between the

NEWINGTON BOARD OF EDUCATION

And

**UNITED PUBLIC SERVICE EMPLOYEES UNION
(UPSEU)**

July 1, 2020 - June 30, 2024

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AGREEMENT

This Agreement is made and entered into on this 1st day of July, 2020 by and between the NEWINGTON BOARD OF EDUCATION (hereinafter referred to as the “Board”) and the UNITED PUBLIC SERVICE EMPLOYEES UNION (UPSEU) (hereinafter referred to as the “Union”).

ARTICLE I RECOGNITION

- A. Pursuant to the certification of the Connecticut State Board of Labor Relation dated September 18, 2019, the Board hereby recognizes the Union as the representative for the purposes of collective bargaining with respect to wages, hours and other conditions of employment for all regularly scheduled full and part-time school nurses excluding the Nurse Administrator.
- B. The words “Board of Education” or “Board,” as used in this Agreement, shall mean the Board or its designee.
- C. The word “Superintendent,” as used in this Agreement, shall mean the Superintendent or the Superintendent’s designee.

ARTICLE II MANAGEMENT RIGHTS

- A. This Agreement shall not affect the discretion and responsibilities reposed in the Board by law. Unless expressly limited by a specific section of this Agreement which is subject to the above reservation, the rights, powers, and authority held by the Board under any Town Charter, general or special act of the Legislature, town ordinance, regulation, or other type of lawful provision over matters involving the Newington Public Schools including, but not limited to, full control over the policies, practices, procedures, and regulations with respect to employees of the Board at all its schools shall remain vested solely and exclusively in the Board. Such rights shall include, but shall not be limited to, the following:
 - 1. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Board.
 - 2. To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices, or procedures.

3. To discontinue processes or operations or to discontinue their performance by employees.
4. To select and to determine the number and types of employees required to perform the Board's operations, and to create, modify and/or eliminate positions accordingly.
5. To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
6. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, and to evaluate the performance of employees;
7. To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rates.

ARTICLE III GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this grievance procedure is to expeditiously resolve grievances at the lowest level of the administration. The parties-in-interest shall agree that the proceedings be kept as confidential as allowed by law.
2. Nothing contained herein shall be construed as limiting the right of any nurse of the unit to discuss informally a concern or a problem with any appropriate member of the school administration.

B. Definitions

1. A grievance shall mean a complaint by a nurse that alleges there has been a violation, misinterpretation or misapplication of a specific provision or provisions of this Agreement which relates to or involves the grieving nurse or nurses.
2. As used in this article, the term “nurse” shall also mean a group of nurses having the same grievance which has been submitted on an appropriate form signed by them or their designated representative.
3. As used in this article, the term “principal” shall mean principal or other appropriate administrator.

4. "Party" shall mean the person or persons, as defined in subsection B.2 above, making the claim, including their designated representative as provided herein, and any person(s) who might be required to take action or against whom action might be taken in order to resolve the problem.

5. "Days" shall mean business days when the Board's Central 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 level shall be considered as maximum. The time limits specified may, however, be extended by written agreement of the parties.

2. The nurse must file a written, formal grievance within ten (10) days after the nurse knew or should have known of the act or condition upon which the grievance is based. If the nurse fails to file a formal written grievance within this time, the grievance shall be waived.

3. Failure by the aggrieved party 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. All parties shall exchange all requested materials with all reasonable promptness.

D. Formal Procedures

1. Level One - School Principal or Immediate Supervisor

a. If an aggrieved nurse is not satisfied with the outcome of an informal procedure, if used, the nurse may pursue the formal grievance procedure. In so doing, the nurse must present a claim as a formal grievance to the principal within the time limits specified in subsection C.2 and must cite the provision in the Agreement which the nurse alleges has been violated, the alleged facts and the remedy requested.

b. The principal shall, within ten (10) days after the receipt of the formal grievance, meet with the grievant and within ten (10) days of the meeting render a decision and the reasons in writing to the aggrieved nurse with a copy to the Union.

2. Level Two - Superintendent of Schools or Designee

- a. If the aggrieved nurse is not satisfied with the disposition of the grievance at Level One, the nurse may, within ten (10) days after the decision file the written grievance and Level One response with the Superintendent or designee.
- b. The Superintendent or designee shall, within ten (10) days after receipt of the grievance, meet with the aggrieved nurse and with the representatives of the Union for the purpose of resolving the grievance.
- c. The Superintendent or designee shall, within ten (10) days after the hearing, render a decision and reason(s) in writing to the aggrieved nurse, with a copy to the Union.

3. Level Three - Board of Education

- a. If the aggrieved nurse is not satisfied with the disposition of her grievance at Level Two, the nurse may, within five (5) days after the decision file the grievance with the Union for appeal to the Board.
- b. If the Union determines that the matter should be submitted to the Board, the Union may, within ten (10) days after receipt, refer the appeal to the Board.
- c. The Board, or a committee thereof, shall, within fifteen (15) calendar days after receipt of the appeal, meet with the aggrieved nurse and with representatives of the Union for the purpose of resolving the grievance.
- d. The Board (or Board committee) shall, within ten (10) days after such meeting, render its decision and the reason(s) in writing to the aggrieved nurse, with a copy to the Union.

4. Level Four - Arbitration

- a. If the aggrieved nurse is not satisfied with the disposition of her grievance at Level Three, the nurse may, within ten (10) days after the decision request in writing to the President of the Union that her grievance be submitted to arbitration.
- b. If the Union determines that the matter should be submitted to arbitration, the Union may, within five (5) days after receipt of such request, submit the grievance to arbitration and simultaneously notify the Board in writing.
- c. Arbitration shall be submitted to the American Arbitration Association in accordance with its rules and regulations. No arbitrator may add, delete or change the agreement set forth herein.

- d. The cost of services of the arbitrator shall be borne equally by the Board and the Union.

**ARTICLE IV
WORK YEAR**

The regular work year for nurses who are assigned to a particular school shall be one hundred ninety-three (193) days of employment and shall be scheduled by the Superintendent or designee. Should the Board change the length of the work year, the parties shall negotiate the impact of the change, if any.

**ARTICLE V
WORKDAY**

The normal work schedule for a ten-month full-time school nurse shall consist of thirty-eight and (three-quarters (38.75) hours per week, consisting of seven and three-quarters (7.75) hours per day. Such hours shall include an on-call thirty (30) minute lunch period. Each nurse's schedule shall be adjusted by the Superintendent or designee to meet the needs of the school to which the nurse is assigned.

**ARTICLE VI
SENIORITY, LAYOFF AND RECALL**

- A. School nurse employment may be affected by reductions in the work force. Reduction in the work force can occur when sufficient funds do not exist in the budget, when other than Town funds supporting subsidized programs are decreased or terminated, when school enrollment decreases, or when the Board determines in its sole discretion that there is a need for fewer school nurses.
- B. If a reduction in the work force is to occur, notification will be given to the Union four (4) weeks prior to the final date of employment. The Board shall notify the Union of an intended reduction in work force prior to notifying the nurse(s) affected.
- C. In the event of a reduction in the work force, the Superintendent or designee will identify the school nurse to be affected by layoff after considering the following: quality of service rendered to date as determined by evaluation; seniority; specific needs of the school system.

- D. Seniority shall be defined as the length of continuous service from the most recent date of employment as a permanent Registered Nurse by the Newington Board of Education.
- E. A laid off nurse shall be placed on a recall list for a period of one (1) year. A nurse intending to report to work shall give notice of such intent within ten (10) business days of the date of the notice of recall. A nurse who rejects an offer of recall or fails to respond to a recall offer within ten (10) business days of the date of the notice of recall shall forfeit recall rights. The notice of recall shall be by email and certified mail.
- F. A newly hired nurse shall serve a probationary period of six (6) months during which time the nurse shall not accrue seniority. An employee may be disciplined up to and including termination of employment during the probationary period for any reason and shall have no recourse to the grievance procedure provided for in this Agreement. Upon the expiration of the probationary period, seniority shall be retroactive to the date of hire and shall accrue as prescribed in Section E above.

ARTICLE VII

SICK LEAVE

- A. Each member of the unit shall be credited with fifteen (15) days of paid sick leave in each year of the contract which shall accrue at the rate of one and one-half (1½) working days per ten (10) months of the school year. Unused sick leave shall be accumulated from year to year, so long as the member of the unit remains continuously in the service to the Board, up to but not in excess of one hundred (100) school days. There shall be no payment for unused sick days at the end of employment.
- B. Employees may use up to three (3) days of their annual sick leave accrual per year for illness of members of the employee's immediate family
- C. Sick leave shall be affirmed by a certificate of an attending physician if requested by the Superintendent or designee.

ARTICLE VIII

OTHER LEAVES

A. Temporary Leave of Absence

- 1. Each member of the unit shall be entitled to two (2) days' leave of absence with pay each year for legal, business, religious holy days, household or family matters (including bereavement) which, after a good faith effort, cannot be scheduled or

accommodated outside of the school day. It is expressly agreed that such leaves are not to be used for extension of vacation periods, recreation or holidays.

2. Requests to use such leave shall be made in writing to the immediate supervisor as far in advance as practicable and at least forty-eight (48) hours in advance, except in the case of emergency. The employee shall state the reason for taking such leave as set forth above. Such leave shall be granted except in cases of extreme hardship or disability to the school system.
3. The Union and the Board jointly accept the responsibility to encourage employees to use temporary leaves of absence days with discretion. The Union shall receive annually a list of all employees who have used temporary leave of absence days and the number of such days used. Such temporary leaves of absence shall not be utilized for vacation, recreational, or other purposes not consistent with the permitted uses of legal, business, religious holy days, household or family matters (including bereavement).
4. The employee's responsibility to the school district's operations must be considered when scheduling legal, business, household and family matters during work hours.
5. Temporary leaves of absence shall not be taken the day before or the day after school holidays or school vacation periods unless the Superintendent/designee has specifically approved the reason for taking such leave. Such approval shall be in writing.

B. Health Leaves

1. Leaves of absence as specified per Board policy may be available to unit members concurrently or in addition to leave granted under the FMLA.
2. Leaves of absence without pay for health reasons may be granted by the Board to members of the unit on recommendation by the Superintendent or designee subject to the following conditions:
 - a) The applicant has completed at least three (3) consecutive full years of service in the Newington schools.
 - b) This type leave shall be limited to one (1) year only.
 - c) The year's absence shall not be credited to the nurse for determining position on the salary scale.
 - d) Insurance programs will be continued at the nurse's expense.
3. Upon return from an unpaid health leave, the nurse will be given the position formerly held, or another for which the nurse is qualified.

4. Decisions regarding requests for leave under this section shall not be subject to the grievance procedure.

C. Maternity Leaves

1. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes.
2. Accumulated sick leave shall be available for use during periods of such disability.
3. Disability leave beyond any accumulated sick leave shall be available, for such reasonable further period of time as the employee is determined by a physician to be disabled from performing the duties of the position, because of pregnancy or conditions attendant thereto.
4. Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.
5. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.
6. The employee shall notify the Superintendent or designee in writing at least thirty (30) days before the leave is to become effective unless emergency conditions exist.
7. Prior to pregnancy-related disability leave becoming effective, the employee must present a written statement from a physician certifying that she will be unable to perform employment duties as of a specific date or that continued employment might jeopardize the health of the member and/or the unborn child. To aid the school district in finding a satisfactory replacement during the period of leave, the written statement from the physician must set forth the anticipated duration of the disability. Should change in this anticipated duration occur supplementary written physician's statements must be provided.

D. Childrearing Leaves

1. Leaves of absence for childrearing purposes may be granted by the Board of Education to members of the unit on recommendation by the Superintendent or designee, subject to the following conditions:
2. In general, this type of leave shall be limited to one (1) year only provided, however, that in the discretion of the Superintendent or designee, whenever a childrearing leave is granted within the middle of school year, the one (1) year may be extended to include the remainder of the following year.
3. The year's absence shall not be credited to the nurse or determining position on the salary scale.
4. A nurse on an unpaid childrearing leave shall be responsible for the cost of health insurance during such leave except as otherwise may be provided by the Family Medical Leave Act.
5. Upon return from a childrearing leave, the nurse shall be given the position formerly held or another for which the nurse is qualified.
6. Decisions regarding requests for leave under this section shall not be subject to the grievance procedure.

E. Insurance Benefits and Extended Leaves

When a member of the unit is on extended leave and insurance benefits listed in Article XII, Section B of this Agreement are in force but not paid for by the Board of Education, these insurance benefits may remain in force throughout the extended leave provided the member of the unit pays the cost of such insurance to the Business Office one (1) month prior to the premium due date.

**ARTICLE IX
UNION LEAVE**

- A. When it is necessary, pursuant to the grievance procedure in Article II of this Agreement, for a school representative, a member of the Grievance Committee or other representative designated by the Union to attend a grievance hearing during a school day, the nurse shall, upon notice to the supervisor and/or principal and to the Superintendent or designee by the President of the Union, be released without loss of pay, as necessary, in order to permit participation in the foregoing activities. Nonetheless, every effort shall be made to schedule grievance hearings outside of work hours.
 1. This privilege shall be limited to one (1) Union representative per grievance per day.

2. Any nurse whose appearance (as a witness) in such hearing is necessary shall be accorded the same right, with notice to the nurse's supervisor and/or principal, and only so long as the witness's presence is necessary. If the proceedings or participation in such proceedings do not take an entire work day, the participant shall return to work as soon as her participation is complete and/or her attendance is no longer required.

B. The Union agrees that these rights shall not be abused.

ARTICLE X

PROFESSIONAL AND EDUCATIONAL MEETINGS

Time for participation in professional and educational institutes, workshops or meetings, in-service programs, and professional conferences and conventions which will improve the individual's on-the-job performance and professional growth may be granted by the Superintendent or designee. Requests for such time will be made two (2) weeks prior to the activity, whenever possible.

- A. Requests for reimbursement must be approved by the Superintendent or designee prior to attending the activity.
- B. Reimbursement, if applicable, will be received upon proof of successful completion of the activity.
- C. Workshops, meetings and professional development activities taken outside of normal hours shall not be a basis for receiving hourly compensation.

ARTICLE XI

SALARIES

At the time of initial hire, school nurses shall be placed at a salary rate commensurate with their background and experience as determined by the Superintendent or designee in accordance with the salary schedule in Appendix A.

ARTICLE XII

INSURANCE BENEFITS

- A. The provisions of this Article shall apply only to nurses who are assigned to a particular school.

The Board shall offer the following benefits to employees who are regularly scheduled to work at least thirty (30) hours per week:

B. Health and Dental Insurance

The Board shall provide individual, two-person, or family coverage for each employee who is regularly scheduled to work at least thirty (30) hours per week and who wishes to participate in the following insurance benefit plan:

High Deductible Health Plan (HDHP) with Health Savings Account (HSA)

1. All services are subject to the deductible except for preventive services allowed under HDHP rules. Preventive services are covered at 100% and are not counted against the deductible. The list of approved preventive services can be periodically changed at the discretion of the insurance carrier to maintain compliance with mandated requirements based on Health and Human Services (HHS) recommendations.
2. Prior to the deductible being met, the member is responsible to pay for 100% of the insurance carrier's discounted cost of the service. Once the deductible has been met (currently \$2,000/\$4,000) the plan will pay 100% of in network, medically necessary services, except for prescription drugs. Prescription drugs will have a copay structure that applies (currently \$5/\$20/\$40). This copay structure will apply from the point that the deductible is met up until the Out of Pocket maximum is reached.
3. Once the Out of Pocket maximum is met (currently \$4,000/\$8,000) the plan will pay 100% of all prescription costs for the remainder of the year.
4. Deductibles and Out-of-Pocket maximums reset as of the first day of each new plan year (e.g. 7/1/20).
5. The HDHP plan will contain the following deductibles:
 - i. Calendar year deductible: one person - \$2,000
 - ii. two person or more than two person - \$4,000
6. Fifty percent employer funding contribution towards deductible (\$1,000/\$2,000 based on \$2,000/\$4,000 deductible) by September 30 and January 31 of each contract year into an employee's HSA account. Employees hired before January 1 of any year will receive the deductible contribution as outlined above. Employees hired after January 1 will receive only the portion of the deductible contribution that is paid by January 31.
7. This plan includes a Vision Rider and Dental Care Plan.

8. Plan will include HSA/HRA. The Board will pay banking fees for HSA account only at Board designated financial institution (set up fees and monthly account fees only).
9. Unused HRA funds remain with the Board. Federal regulations prohibit HRA funds from being transferred to the employee.

C. Premium Contributions

The HDHP and dental insurance will be provided on a premium cost-sharing basis whereby the employee will pay a percentage of the allocation rate (projected claims, administrative fees, and stop loss).

Effective July 1, 2020, the employee will pay 17.50% of the allocation rate by payroll deduction.

Effective July 1, 2021, the employee will pay 17.50% of the allocation rate by payroll deduction.

Effective July 1, 2022, the employee will pay 18.50% of the allocation rate by payroll deduction.

Effective July 1, 2023, the employee will pay 19.50% of the allocation rate by payroll deduction.

- D. The Board shall establish and maintain an IRS Section 125 Flexible Spending Account (FSA) for employees. The account shall be designed to permit exclusion from taxable income for each employee's share of health and medical premiums as well as cost of dependent care. As allowed by law, the Dependent Care Account shall have a \$5000 maximum, automatically increasing upon any change in the law.
- E. The Board shall pay 100% of the cost of group life insurance and Accidental Death and Dismemberment Insurance in the amount of one times each employee's salary, up to a maximum of \$250,000. Additional group life insurance and Accidental Death and Dismemberment Insurance, in increments of \$10,000 to a maximum of \$50,000, may be purchased by an individual employee at the prevailing group rate. The provision of this benefit is subject to insurance carrier rules and regulations including minimum enrollment and evidence of insurability requirements.

F. Long-Term Disability Insurance:

The Newington Public Schools will maintain an individual disability plan (Appendix B).

An application will need to be completed and underwriting requirements must be satisfied for an individual to qualify.

- G. The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided that the overall level of benefits remains substantially comparable to the overall level of benefits in effect immediately preceding any such change.

ARTICLE XIII UNION MEMBERSHIP

- A. The Union shall notify the Board in writing regarding the rates for union membership fees and dues. Further, the Union shall supply the board with written notice provided at least thirty (30) days prior to the effective date of any change in such rates for fees and dues.
- B. Upon the submission of a voluntary written authorization, the Board agrees to deduct from an employee's salary payments an amount equal to the monthly Union membership dues by means of payroll deductions. The deduction of fees or dues for any month shall be remitted to the financial officer of the Union. The Union shall supply to the Board the name and address of said financial officer. The regular Union dues remittances to the Union will be accompanied by a list of names of employees from whose wages the deductions have been made.
- C. The Union agrees to indemnify and save the Board harmless against any and all claims, demand, suits or other forms of liabilities, including but not limited to all legal fees and costs that shall arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provision of this Article of the Agreement.

ARTICLE XIV JUST CAUSE

No employee shall be issued a written reprimand, be suspended without pay or be terminated without just cause. Written reprimands may only be grieved through the Board of Education Level (Level Three).

ARTICLE XV RETIREMENT PLAN

- A. A deferred compensation pension plan administered by ICMA is provided. This is a defined contribution plan structure. Employee annual contributions to this plan will be four and one-half percent (4.5%) of the employee's gross salary on a pre-tax basis with

the Employer annually contributing an amount equal to nine percent (9%) of such gross salary.

ARTICLE XVI FIELD TRIPS

- A. In the event that the Board requires the presence of a school nurse on a field trip which occurs outside of the school day the following procedure will be utilized:
1. The school nurse in the school building from which the trip originates will be offered this duty.
 2. If the school nurse from the originating building declines the field trip, nurses from the other schools will be offered this duty.
 3. If none of the nurses employed by the Board volunteer for the field trip assignment, the Board shall have the right to assign a nurse to the field trip, or to use substitute nurses or contracted services. If the Board assigns a nurse in the bargaining unit to provide such coverage, such assignments shall be made in the inverse order of seniority.
 4. An hourly wage will be assigned to Newington Public School nurses attending field trips outside of the school day based on their calculated hourly rate. Nurses will be reimbursed for a maximum of four (4) hours for any field trip of a single day's duration.
 5. Any field trip of multiple day duration the nurse will be paid their regular per diem pay plus five (5) hours of additional time at the regular hourly rate for each day of the trip. For any trip which concludes during the normal work day hours, the nurse will only be paid the nurse's regular per diem pay for that work day. Any accommodations and/or travel expenses will be paid for by the Board.

ARTICLE XVII FULL AND COMPLETE AGREEMENT

It is understood and agreed that this Agreement contains the complete agreement of the parties and that it may be amended or altered only by mutual agreement in writing signed by the parties. The Board and the Union agree that each had a full opportunity to raise issues, and that all matters to be included in this Agreement have been presented, discussed and incorporated herein or rejected.

ARTICLE XVIII
SAVINGS CLAUSE

In the event that any provision or portion of this Agreement is ruled invalid for any reason by an authority of established legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

ARTICLE XIX
EXTRA WORK OPPORTUNITIES

A. For Extra Work Opportunities (for example, summer school) the following shall apply:

School nurses will be compensated at their prorated hourly rate based on the annual amount per the salary scale. This amount is then divided by the number of work days per Article IV and then divided by the daily hours of work per Article V.

B. Extra Work Opportunities will initially be offered on a volunteer basis to the staff. Staff members must submit their interest in writing for this work to the Nurse Administrator on a week by week basis (Monday to Friday). Seniority will be the determining factor if more than one school nurse volunteers for the same Extra Work Opportunity.

For those Extra Work Opportunities that are intermittent in nature or one time opportunities, a day by day volunteer sign-up will be used.

C. If none of the nurses employed by the Board volunteer for an extra work opportunity, the Board shall have the right to assign a nurse to the extra work opportunity, or to use substitute nurses or contracted services. If the Board assigns a nurse in the bargaining unit to provide such coverage, such assignments shall be made in the inverse order of seniority.

ARTICLE XX
DURATION

This Agreement shall be in effect from July 1, 2020 to and including June 30, 2024.

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

NEWINGTON BOARD OF EDUCATION

By _____

Chairperson

Date

UNITED PUBLIC SERVICE EMPLOYEES UNION

By _____

President

Date

APPENDIX A (SALARIES)

For nurses who are hired on or after the signing of this Agreement, the Board shall hire such employees at a starting salary within the following scale:

	2020	2021	2022	2023
Step 1	\$48,500	\$48,500	\$48,985	\$49,475
Step 2	\$51,500	\$51,500	\$52,015	\$52,535
Step 3	\$56,500	\$56,500	\$57,065	\$57,636
Step 4	\$59,500	\$59,500	\$60,095	\$60,696
Step 5	\$63,500	\$63,500	\$64,135	\$64,776

APPENDIX B

Long Term Disability (enclosed)

MEMORANDUM OF AGREEMENT

Notwithstanding any provision to the contrary in the 2020-24 collective bargaining agreement between the Newington Board of Education (hereinafter referred to as the “Board”) and the United Public Service Employees Union (UPSEU) (hereinafter referred to as the “Union”), the parties agree that the following provisions shall apply only to Rosemary Breen, in order to preserve benefits previously earned by Ms. Breen based on her July 1, 1991 hire date.

1. Ms. Breen will receive a payout of seventy-five percent (75%) of her accrued sick leave upon retirement in accordance with the Town’s Retirement Plan.
2. Ms. Breen will continue to be eligible to participate in the Town of Newington defined benefit pension plan, in accordance with the terms of such plan, as may be amended from time to time.

NEWINGTON BOARD OF EDUCATION

By _____ Date _____
Chairperson

UNITED PUBLIC SERVICE EMPLOYEES UNION (UPSEU)

By _____ Date _____
President

TOWN OF NEWINGTON
LONG TERM DISABILITY INCOME BENEFIT
FOR ADMINISTRATIVE PERSONNEL

An Individual Disability Income Insurance Policy provides a monthly income benefit to those who suffer a loss of wages due to accident or sickness. The policy pays in addition to any other benefits that might be available, such as Worker's Compensation and Social Security.

Employees become eligible after 90 days of full time employment. The program attempts to provide a replacement income of up to approximately 75% of the employee's salary. An application will need to be completed and underwriting requirements must be satisfied.

The cost of the premium for an employee's disability income benefit, the total premium amount which equals a maximum of 3.5% of an employee's annual earnings, will be paid by the Town of Newington. Under current income tax regulations, the premiums paid by the Town are not taxable to the employee. Any benefits received by the employee at the time of a disability would be taxable.

Should an employee leave the Town of Newington, the employee may make arrangements to continue the policy at their own expense at the Town's negotiated discount premium. Your discounted policy will continue as long as you pay the premium even if the Town of Newington no longer offers LTD, the discounts, premium and insurance coverage are guaranteed renewable through age 65.

Revised October, 2013

**HIGHLIGHTS OF THE TOWN OF NEWINGTON'S
LONG TERM DISABILITY INCOME PROGRAM
FOR ADMINISTRATIVE PERSONNEL**

An Individual Disability Income Insurance Policy provides a monthly income benefit to those who suffer a loss of wages due to accident or sickness. The policy pays in addition to any other benefits that might be available, such as Worker's Compensation and Social Security.

Employees become eligible after 90 days of full time employment. MassMutual's individual disability underwriting program for the Town of Newington's administrators attempts to provide a replacement income of up to approximately 75% of the employee's salary. An application will need to be completed and underwriting requirements **must** be satisfied including MassMutual's issue and participation limits.

The cost of the premium for an employee's disability income benefit, the total premium amount which equals a maximum of 3.5% of an employee's annual earnings, will be paid by the Town of Newington. Under current income tax regulations, the premiums paid by the Town are not taxable to the employee. Any benefits received by the employee at the time of a disability would be taxable.

Should an employee leave the Town of Newington, the employee may make arrangements to continue the policy at their own expense at the Town's negotiated discount premium. This discount will continue as long as the Town's program with MassMutual is in effect.

**Revised August 1, 1998
Revised December 19, 2001**

Revised August 1, 1998

**HIGHLIGHTS OF THE TOWN OF NEWINGTON'S
LONG TERM DISABILITY INCOME PROGRAM
FOR ADMINISTRATIVE PERSONNEL**

Disability income insurance provides a monthly income benefit to those who suffer a loss of wages due to accident or sickness. The plan pays in addition to any other benefits that might be available, such as Worker's Compensation and Social Security.

The Town of Newington's program for administrative personnel is designed to initially provide a replacement for 75% of one's salary subject to the insurance company's published Issue & Participant Limits for those employees age 60 and 6 months or younger. The Town, through its consultant, J.T. Worthy Consultants, has negotiated with MassMutual. The Blue Chip Company, a guaranteed standard issue of 75% of your initial monthly income to a maximum of \$1,000 per month (the first \$16,000 of salary). These benefits are to begin after 90 days of disability and to continue as long as one is disabled to a maximum of age 65. Benefits are provided for Total and Partial Disability as defined in the insurance contract you will receive. For those earning in excess of \$16,000 per year, MassMutual guarantees to issue up to an additional \$1,500 per month to the 75% of salary limit. This additional coverage could have a premium cost greater than the standard rate and the company might choose not to cover certain medical conditions and/or to restrict the benefit parameters. These restrictions would only affect those who do not qualify for standard insurance and would only affect amounts in excess of \$1,000 per month. With this two tiered approach, 75% of an employee's initial salary to \$40,000 has been covered. Should additional coverage be necessary to meet the 75% target benefit amount, full underwriting requirements must be satisfied including the insurance company's Issue & Participation Limits. There are no further guarantees available for any salaries in excess of \$40,000. In **no** event, will the total premium of your Long Term Disability Income benefit exceed 3.5% of your annual earnings.

For those employees over age 60 and 6 months who apply for insurance, an alternate 2 year benefit plan without any issue guarantees is available.

Though its consultant, the Town has negotiated with MassMutual a substantial premium discount. Should you leave the Town's employ, you may make arrangements to continue the policy yourself at the Town's negotiated discount premium. This discount will continue as long as the Town's program with MassMutual, The Blue Chip Company, is in effect.

(over)

Administrative LTD Income Program

New employees become eligible after 90 days of full time employment. About that time, a representative of J.T. Worthy Consultants will contact the employee to begin the underwriting process. This process includes:

1. Completion of an application for insurance.
2. Completion of a medical questionnaire – depending upon the employee's age, benefit amount and medical history, a paramedical examination may be required. The insurance company always requires a blood chemistry profile and urinalysis test performed by a paramedic. The extent of the requirements is dictated by the insurance company's published underwriting guidelines and is not determined by the Town or its consultant.
3. The cost of any medical information or tests required is paid for entirely by the insurance company. At the employee's request, any adverse findings in the blood test will be shared with the employee's physician. There is no cost to the employee for this extra service. The results of the medical exam and tests are confidential and are not shared with the Town or any of its employees.
4. The insurance company guarantees the policy renewable. For those employees whose policies went into effect at age 60 or earlier, premiums may not be increased prior to age 65 unless the Town discontinues the entire program and then all or a portion of the discount might be lost.
5. The cost of this program is 100% paid for by the Town of Newington. Under current income tax regulations, the premiums paid by the Town for your policy are not taxable to you. Any benefits received by you at the time of a disability would be taxable.