

**AGREEMENT**

between the

**WINDHAM BOARD OF EDUCATION**

and the

**WINDHAM FEDERATION OF SCHOOL NURSES**

**JULY 1, 2021 - JUNE 30, 2024**

## NURSES

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July 1, 2021 through June 30, 2024

ARTICLE I

RECOGNITION

The Board of Education (the "Board") recognizes the Windham Federation of School Nurses (the "Union"), as the sole and exclusive bargaining representative for all professional employees in the school nurse positions, including those working less than twenty (20) hours per week, who shall be covered by this contract but shall not be eligible for insurance and other benefits as designated in the applicable sections of the agreement, and excluding the 12-month nursing position(s) in the Head Start Program, for the purpose of collectively bargaining matters of wages, hours of employment and other conditions of employment, and with all of the rights and privileges as provided by the Municipal Employee Relation Act, Chapter 113; Section 7-467 et seq., as amended by General Statutes of Connecticut.

ARTICLE II

MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the Windham Public Schools and its certified and non-certified staff under governing law, ordinances, rules and regulations -- Municipal, State and Federal.

ARTICLE III

HOURS OF WORK/WORK YEAR

Hours of work shall consist of seven and one-half (7.5) hours per day. Individual nurse's starting and ending times may start as early as 7:00 a.m. or end as late as 5:00 p.m., provided the assignment is no longer than 7.5 hours per day, to provide optimal coverage for the students' day at the nurse's assigned location(s). In schools where special programs are in place that require either fewer or additional hours, the nurse's day shall be based on the student day plus one-half (.5) hour wraparound time and the nurse shall be compensated accordingly.



The work year shall consist of One Hundred Eighty-Six (186) days. The number of days in each subsequent school year shall be determined by the school calendar adopted by the Windham Board of Education. Should the length of the school year be changed, the Board shall negotiate the impact of such change with the union.

Notwithstanding that nurses are salaried employees, the parties agree that any work required by the Administration that is specific to either COVID-19 contact tracing or Kindergarten registration and exceeds the normal work week of 37.5 hours, shall be paid at the nurses' hourly rate. Nurses who receive a stipend for COVID-19 contact tracing shall not be eligible for the COVID -19 compensation in the preceding sentence.

#### ARTICLE IV

##### LEAVES

School nurses who work at least five (5) days per week/7.5 hours per day shall receive benefit leave days as described in the sections below. Employees who work less than five (5) days/37.50 hours per week shall receive a pro-rated share of leave days. For example: if a school nurse works .60 FTE (3 days per week/7.50 hours per day), she shall receive 60% of the allocation of leave days per year. In the example of sick days, the employee shall be eligible for fifteen (15) days x 60 % or nine (9) days annually. Nurses who work a reduced number of hours per day shall receive benefit days based on the number of hours in their normal work schedule.

A. Sick Leave:

Nurses shall be entitled to fifteen (15) days sick leave with full pay each school year as of the first day they report for duty. Sick leave is accumulative from year to year up to a maximum of 150 days. Sick leave days for nurses who work less than seven and one-half (7.5) hours per day/thirty-seven and one-half (37.5) hours per week shall be prorated.

B. Personal Leave:

1. Nurses shall be permitted absences without loss of pay and without deduction from such leave accumulations up to a total of not more than five (5) days in any school year. Personal leave days for nurses who work less than seven and one-half (7.5) hours per day/thirty-seven and one-half (37.5) hours per week shall be prorated.
2. An employee requesting personal leave shall submit such request through the District's electronic system at least forty-eight (48) hours prior to taking such leave (except in cases of emergency). Personal leave will

ordinarily not be granted the day before or the day after a holiday or vacation except in case of death or serious illness in the family.

C. Funeral Leave:

Nurses shall be permitted absences without loss of pay and without deduction from sick leave accumulations up to a total of not more than four (4) days in any school year in the event of death of spouse, parent, child, brother, sister, grandparent, mother-in-law, father-in-law or member of the immediate household.

D. Other Leaves:

1. Maternity Leave: Any employee who becomes pregnant shall so notify the Superintendent or his/her designee at least four months prior to the expected date of delivery. Such employee shall receive a leave of absence for the reasonable period of physical disability due to childbirth. Except in the case of unusual medical difficulties, leave is expected not to exceed six (6) to eight (8) weeks after delivery, unless such employee is FMLA eligible (see below). Upon return, the employee shall be assigned to her former position.
2. Childrearing Leave: An employee may request an unpaid leave of absence of up to twelve months for childrearing purposes. Such employee shall have access to group rates for insurance during the period of this leave. No decision made by the Superintendent or his/her designee with respect to such a request shall be subject to the grievance procedure. At the end of any such leave of absence, the employee shall be reinstated to his/her former position, if such position is still available, or to a position of equivalent pay and benefits.
3. Family and Medical Leave: Eligibility: Employees who have worked for the Board of Education for at least (12) months and who have worked at least 1,250 hours in the 12 months preceding commencement of the requested leave may submit a written request to the Board of Education seeking up to twelve (12) weeks of unpaid leave during any rolling twelve-month period in accordance with the federal Family and Medical Leave Act ("FMLA") 29 U.S.C. section 2601 *et seq.* If the requested leave qualifies for FMLA, any accumulated paid leave must be taken concurrently with the aforementioned twelve (12) weeks of allowable leave. A medical certificate acceptable to the Board shall be required for all FMLA leaves.



E. Return After Leave of Absence:

1. Nurses who have been granted long-term leaves of absence shall notify the Superintendent or designee in the Human Resources Department in writing on or before the last day of January of their intention to resume work at the beginning of the ensuing year.
2. All nurses returning from leaves of absence granted under this Article shall be restored to the same position they held at the time the leave was granted provided that former position exists.

F. Jury Duty:

Nurses shall be entitled to full pay for absence because of jury duty, less the fee paid with respect to such jury duty. The appropriate documentation from the court is required.

- G. Any employee absent from work without leave as provided in this Article may be subject to disciplinary action, including but not limited to less of salary, suspension, or dismissal.

H. Professional Leave:

1. The Board shall pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by nurses who attend workshops, seminars, conferences, or other professional improvement sessions, not including visiting days, at the request and/or with the advance approval of the Director of Pupil Services and Superintendent or his/her designee for particular purposes of special benefit to the school system. A written report shall be required of any nurse attending such sessions.
2. Any nurse may be permitted at least one (1) day per year without reimbursement of expense for visiting some other school system when such visit will benefit the Windham Public School System or the individual nurse as a professional in the system. The arrangements for visiting must be made in advance and the completed plans approved by the principal or Director of Pupil Services. Such requests may be brought to the Superintendent's and/or his designee's attention for review.

## ARTICLE V

### DISCIPLINE

An employee shall not be reprimanded, suspended or dismissed without just cause.

All reprimands, suspensions and dismissals shall be subject to the Grievance Procedure.

## ARTICLE VI

### GRIEVANCE PROCEDURE

#### A. Purpose:

The purpose of this procedure is to secure, at the lowest possible level of the employee-employer relationship, equitable solutions to problems which may arise affecting the welfare or working conditions of any nurse covered by this contract. Accordingly, the Board and the Union agree that during the life of this Agreement all disputes between them or between the Union and the Administration shall be settled in accordance with the provisions of this grievance procedure and that all such proceedings shall be kept as confidential as appropriate.

#### B. Definitions:

A grievance shall mean a complaint by an employee (i) that as to him/her/them there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement; or (ii) concerning his/her/their conditions of employment not covered by this Agreement. Step 4 of the grievance procedure shall not apply to complaints presented under part (ii) of the preceding sentence and the decisions of Step 3 shall be final.

#### C. Procedures:

##### Step 1

1. An employee(s) and a Union steward (if the employee(s) so desires) shall first discuss the problem with the Director of Pupil Services. If the matter is not satisfactorily adjusted within five (5) school days, the employee(s) shall submit it in writing within five (5) school days to the Director of Pupil Services. The written grievance shall set forth (a) the facts sufficient to describe the events giving rise to the grievance, (b) the specific provision(s) of this Agreement which the grievant alleges to have been violated, and (c) the remedy requested.



2. The Director of Pupil Services may request a meeting with the grievant(s) and a Union steward (if the grievant(s) so desires) prior to making a decision. Written copies of the Director's decision must go to the grievant(s) and the Union within five (5) school days of the submission of the grievance to the Director by the grievant(s).

#### Step 2

1. Failing satisfactory settlement within such time limit, the aggrieved employee(s) may, within five (5) school days appeal in writing to the Superintendent or a designated representative. The written appeal shall set forth the grounds on which it is made but no change shall be made in the terms of the original grievance.
2. The Superintendent and/or a representative shall meet with the grievant(s) and a Union steward (if requested by the grievant(s) within ten (10) school days of the receipt by them of such appeal, and shall give a decision in writing to the employee(s) and the Union within five (5) school days of such meeting.

#### Step 3

1. If the aggrieved employee(s) is not satisfied with the decision rendered at the level of the Superintendent, the grievant(s) may, within five (5) school days, appeal to the Board of Education or may request in writing with a copy to the Superintendent that the Union appeal on their behalf.
2. The Board of Education shall, within two (2) calendar weeks of its receipt of such appeal, meet in executive session with the employee and a Union representative (if the grievant(s) so desires), and shall render its decision and reasons therefore in writing to the grievant(s) and the Union within one (1) calendar week after such meeting.

#### Step 4

1. In the event a grievance shall not have been settled under the above procedure, the Union may request that such dispute or difference be referred to the American Arbitration Association for arbitration in accordance with its administrative procedures, practices and rules.
2. Notice of intention to make such submission to arbitration under Subsection 1 above must be in writing addressed to the Superintendent of Schools and submission to the Arbitration Association must be made not later than ten (10) school days following the decision of the Board of

Education or the expiration of the time limits for making such decision, whichever shall first occur.

3. The arbitrator shall hear and decide only one grievance in each case. He shall be bound by and must comply with all of the terms of this Agreement. He shall have no power to add to, delete from or modify in any way any of the provisions of this Agreement. The decisions of the arbitrator shall be binding upon both parties and all employees during the life of this Agreement unless the same is contrary to law. Fees and expenses of the arbitrator shall be borne equally by the Board and the Union.
4. No employee may file for arbitration as an individual; only the Union may file an appeal to arbitration hereunder.
5. No provisions of this contract which are stated as a matter of policy shall be subject to arbitration.

D. Time Limits:

1. Since it is important that grievances be processed as rapidly as possible, all grievances shall be processed in accordance with time limits, specified in each step herein, and the number of days indicated at each step shall be considered as a maximum. Such time limits, however, may be extended by written agreement between the Union and the Board or Administration provided that no such agreement of extension shall be made after the expiration of such time limits.
2. Any grievance not presented within fifteen (15) school days of the occurrence giving rise thereto shall not thereafter be considered a grievance under this Agreement. Grievances based on occurrences on or after June 15 shall be presented prior to July 1.
3. Failure of the grievant at any step to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance by the grievant of the disposition of such grievance.
4. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step.



E. Representative Rights of Nurses and the Union:

1. 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.
2. Any grievant or party in interest may be represented in the grievance procedure by a person of their own choosing provided that:
  - a. The representative of the grievant or party in interest is not a representative, legal counsel, or officer of any nurses' organization other than the Union;
  - b. The Union shall have the right to be present and to state its views at all stages of the procedure; and
  - c. The Union shall be notified in writing of the disposition of any such grievance at each step of the grievance procedure by the Administration representative involved at each step.
3. The Union shall have the right to initiate a grievance or appeal from the disposition of a grievance of an employee or group of employees at any step of this procedure.
4. Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons proper to be present. When such meetings are held during school hours, all persons who participate shall be excused without loss of pay for that purpose. Persons proper to be present for the purpose of the preceding sentence are defined as an aggrieved nurse or nurses, their appropriate Union representatives and qualified witnesses.
5. Grievances arising from the action of an official other than the Director of Special Services may be initiated with the Superintendent or a designated representative as set forth in Section C; Step 2 above.

F. Administrative Recordkeeping of Grievances:

All documents, communications, and records dealing with the processing of a grievance will not be available or exposed, or indicated in any manner, to anyone outside of the Windham Board of Education without the prior approval of the grievant unless otherwise provided by law, provided that this section shall not apply to documents, communications, and records dealing with the processing of grievances or the specific information contained therein which have otherwise been made public.

G. Disposition of Grievances - Saving Clause:

No disposition of any grievance at any level shall be contrary to any provisions of this Agreement, any applicable law, or any previous arbitration award under this Agreement.

ARTICLE VII

JOB VACANCIES AND TRANSFERS

- A. The school system administration has the sole and unquestioned right, responsibility and prerogative to conduct its personnel procedures and to rate candidates for a vacancy in the order of their relative excellence, from which appointments may be made.
- B. Notification shall be given to all nursing employees of vacancies or new nursing positions by posting for five (5) days in all schools. All such vacancies shall also be posted simultaneously on the District's website, and a copy of such website posting shall be provided to the Union President or designee. Nurses desiring consideration for any position openings shall apply directly to the Human Resources Office within the specified time limit. Vacancies may be filled by management through transfer of employees or through qualified new applicants, provided, where ability and fitness are substantially equal, preference for appointment to the position shall be given to the employed member of the bargaining unit.
- C. Transfer of nursing personnel between buildings may be initiated by the Superintendent or his designate, and in making personnel transfers, the needs and interests of affected parties will be given every consideration. Consideration shall also be given to the recommendation (if any) of the Head Nurse. However, overall welfare of the school system will be considered as paramount when personnel transfers are deemed necessary.
- D. Hiring Policy - New employees shall be hired at a rate commensurate with their training and work experience, but in no case shall they be paid a rate greater than that of a current employee with the same or similar work experience.

ARTICLE VIII

NO STRIKE

The Union and the employees expressly agree that during the life of this Agreement, there will be no strike, slowdowns, work stoppages or mass resignations or other similar forms of interference with the operation of the Board.



## ARTICLE IX

### SENIORITY, LAYOFF AND RECALL

- A. The Board shall prepare a list of all employees covered by this Agreement showing their seniority in length of service with the Board within the School Nurses bargaining unit and deliver the same to the Union annually, upon request. An employee shall acquire seniority commencing on the date of his/her employment by number of years served. Any employee covered under this Agreement who leaves the employ of the Board and who shall have left in good standing shall, upon return to services to the Board, be credited with all past accumulated service for the purpose of determining seniority rights, provided that they return within a one (1) year period.
  
- B. In the event of a layoff, the administration shall determine the employee(s) to be laid off so that staffing will continue to reflect the needs and interests of the school system. This determination shall be made upon the basis of relative ability and fitness to perform the work required, provided, where ability and fitness are determined by the administration to be substantially equal, preference for retention shall be given to the employee with the greatest seniority.
  
- C. Laid off employees shall have recall rights for a period of one (1) year from the date of layoff. When employees are to be recalled, they shall be recalled in reverse order to layoff provided that such employees are capable of doing the work then available. Notice of reappointment opportunity shall be sent by certified mail, return receipt requested, to the employees' last known address. The employee shall accept or reject the offer, in writing, within five (5) working days. An employee who does not accept the reappointment offered shall forfeit all further recall rights.

ARTICLE X

INSURANCE

A. 1. Full time employees who work thirty (30) or more hours per week shall be eligible to participate in medical, prescription, dental, life and Accidental Death and Dismemberment (AD&D) insurance as described below.

a. The HDHP/HSA plan shall be the sole insurance plan with the following plan features shall apply:

<b>Plan Features</b>	
Annual Deductibles	\$2,000/\$4,000
In network co-insurance	100%
Out of network co-insurance	80%/20%
In Network out of pocket maximums	\$3,000/\$6,000
Out of Network out of pocket maximums	\$4,000/\$8,000
Preventative Care Rider	100%
Prescription Drugs, after deductible	\$5/\$15/ \$25 retail 2x for mail order

The Board will contribute fifty percent (50%) of the applicable deductible amount for each full-time employee who elects coverage under the HDHP with HSA plan. The Board shall contribute one-half of the deductible funding on September 1 and the second one-half on March 1. The Board's contribution towards the deductible shall be pro-rated for employees hired after the beginning of the plan year.

The parties acknowledge that the Board's contribution toward the funding of the deductible is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed bargaining unit members. The Board shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.

HRA Account: An HRA shall be made available for any employee who is precluded from participating in the HSA because the individual receives Medicare and/or veterans' benefits and the annual maximum reimbursement by the Board of Education shall not exceed the Board's annual deductible contribution for those in the HSA.



- b. \$50,000 Group Life Insurance, and \$35,000 Accidental Death and Dismemberment (AD&D) Insurance.
2. The cost of the applicable premiums for the health insurance programs shall be borne as follows:
- a. Effective September 1, 2021, the Board shall pay (87%) of the cost of individual coverage and the employee shall pay (13%).
  - b. Effective September 1, 2022, the Board shall pay (86%) of the cost of individual coverage and the employee shall pay (14%).
  - c. Effective September 1, 2023, the Board shall pay (85%) of the cost of individual coverage and the employee shall pay (15%).
  - d. For all contract years, if employees elect dependent coverage, 80% is paid by the Board and 20% paid by the employee.
  - e. The Board pays the cost of individual coverage of \$50,000 Group Life Insurance, and \$35,000 Accidental Death and Dismemberment Insurance, and family coverage is not available.
  - f. Effective for nurses hired for the 1994-95 school year or later, Board contributions for insurance premiums as set forth above, shall be prorated when employees are assigned to part-time positions, unless the employee is involuntarily reduced to such status. Part-time employees on whose behalf the Board is contributing for the cost of premiums without proration prior to the 1994-95 school year shall continue to receive benefits without such prorations.
- B. Nurses covered under this Agreement will be eligible to participate in an Internal Revenue Code Section 125 Plan to the extent permitted by law.

The Board agrees to make payroll deductions for insurance premium co-payments in approximately equal installments over ten months, except in situations beyond its control, such as increases in premium costs during the school year.

- C. The Board reserves the right to change insurance carriers of the plans set forth above for plans substantially equal taken as a whole. Should the Board propose a change in carrier(s), it shall consult with the Union, provided that, absent agreement, the parties shall negotiate over any such change(s) prior to its implementation.

- D. Employees may participate in group dental plans administered by the Board. The Board pays the cost of individual dental coverage, and if elected by the employee, the costs of dependent dental coverage shall be paid seventy-five (75) percent by the Board and twenty-five (25) percent by the employee through payroll deductions.
- E. Excise Tax: Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with MERA. During such mid-term negotiations, the parties will reopen the issue of health insurance only (including any related appendices) for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.
- F. Either party may initiate a re-opener to explore the possibility of the State Partnership Medical Plan.

## ARTICLE XI

### PENSION AND RETIREMENT

- A. Employees covered by the Agreement who work thirty (30) or more hours per week shall be eligible to participate in the Town of Windham's Pension plan for non-certified employees of the Board.
- B. Employees hired on or before June 30, 2017 who retire at the age of no less than 55 with the last ten (10) years of service in Windham Schools, shall receive compensation for unused sick days at their per diem rate for 25% of their accumulated sick leave up to a maximum of 150 days (i.e., maximum 37.5 days paid). Employees hired on or after July 1, 2017 who retire at the age of no less than 55 with the last ten (10) years of service in Windham Schools shall receive compensation for unused sick days at their per diem rate for 25% of their accumulated sick leave up to a maximum of 150 days, (i.e., maximum 37.5 days paid).

At the retiree's option, health insurance may be purchased at the employee's expense from the Board of Education at the same rate paid by the Board, carrier permitting. Retirement severance shall be paid in the new fiscal year following retirement as long as the employee informs the Board of his/her anticipated retirement by January 1<sup>st</sup> of the preceding fiscal year. To be eligible to receive such payment in the July following retirement, the employee shall submit an irrevocable letter of resignation for purposes of retirement on or before the previous January 1. Should the employee fail to provide such timely written notification of retirement, the Board shall make severance payment in January or



July in the second fiscal year following; (e.g., notification received in January 2018 and payment will be made in July, 2018 or January, 2019. Notification received later than January 1, 2018, for example, May 1, 2018, will result in payment being made in July, 2019 or January, 2020). The employee may elect at his/her discretion to receive retirement severance pay in January or July.

- C. The Board shall make available a 403B plan and a 457B plan which shall be funded by employee contributions made by voluntary payroll deductions. Employees covered by the agreement shall be eligible to participate in the 403B and/or 457N plans as offered by the Board.

## ARTICLE XII

### PROBATIONARY PERIOD

New employees shall be on a trial or probationary period of no more than ninety (90) calendar days and shall be subject to layoff or discharge at the sole discretion of the Board during the probationary period. During such probationary working period, employees shall be subject to all provisions of this Agreement, with the exception of the grievance procedure. Upon the successful completion of such trial period, a probationary employee shall be placed on the seniority list in accordance with his/her date of hire. Employees shall be eligible for insurance enrollment within thirty (30) days of hire, subject to carrier rules.

The Board may extend a probationary period if deemed necessary to fully evaluate a new employee's performance for retention decisions. With written notice to the Union, the Board may extend the employee's initial probationary period by two (2) more periods of thirty (30) days each, for a total probationary trial period of not more than 150 days. The employee shall receive a written evaluation prior to the end of each 30 day extension of his/her probationary period. Upon the successful completion of such trial period, a probationary employee shall be placed on the seniority list in accordance with his/her date of hire.

## ARTICLE XIII

### MISCELLANEOUS

- A. All provisions of this agreement shall apply equally to all employees without discrimination on the basis of race, color, religion, age, sex, marital status, sexual orientation, national origin, alienage, ancestry, disability, pregnancy, genetic information, veteran status, or gender identity or expression, political or labor affiliation, or any other basis prohibited by state or federal law is prohibited.

- B. It is recognized that the employees may make constructive suggestions and contributions toward the improvement of mental and emotional health of the children and other items of mutual concern.
- C. In the event that the nurse uses her car for school business, she shall be reimbursed at the IRS reimbursement rate. Nurses will not be allowed to transport ill or injured students in their private cars.
- D. The Board shall provide for nurses' Individual Malpractice Insurance coverage for claims alleging malpractice. The full cost of this coverage shall be assumed by the Board.

#### ARTICLE XIV

##### SALARIES & LONGEVITY

- A. The salaries paid to members of the bargaining unit are set forth in Appendix A.
  - 1. Each nurse who attains fifteen (15) or more years of service in Windham will receive an additional \$1,000 annually as a longevity payment.
  - 2. Increases to current salaries are as follows:
    - 2021-22:**  
Retroactive to July 1, 2021, a \$500 equity adjustment for each nurse, followed by a 3.0% general wage increase
    - 2022-23:**  
Effective July 1, 2022, a \$500 equity adjustment for each nurse, followed by a 3.0% general wage increase
    - 2023-24:**  
Effective July 1, 2023, a \$500 equity adjustment for each nurse, followed by a 3.0% general wage increase
- B. When a school nurse is appointed "Head Nurse" by the Superintendent, this position requires additional duties. For these duties, the nurse will be compensated at the rate of \$7,905; in addition to the annual salary and any other differentials that may apply. The stipend for Head Nurse shall be adjusted proportionately for an absence of more than one week when a substitute is retained, i.e. the stipend shall be paid to the substitute Head Nurse. The term of office as Head Nurse shall be for a two year period.



- C. The Head Nurse shall have one (1) day a month release time for administrative duties at her discretion, with a substitute to be provided by the Board of Education.
- D. Nurses holding a credential of “certified school nurse” shall receive an annual stipend in the amount of \$500.00.
- E. The Board shall establish a tuition reimbursement fund with an annual balance of \$500.00 per nurse. Nurses may apply for reimbursement if they earn a grade of B or better in an accredited course. The available funds will be allocated pro-rata to applicants for reimbursement at the end of the year.

## ARTICLE XV

### AMENDMENT

- A. This Agreement contains the full and complete agreement between the Board and the Union on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement, unless otherwise mutually agreed.
- B. This Agreement may be altered or modified only by mutual agreement of the parties, and no amendment shall be effective unless it is in writing and signed by both parties.
- C. No individual employee in the bargaining unit or representative, agent or employee of the Board may enter into any separate agreement of understanding which will be inconsistent with the terms of this Agreement. Any such separate inconsistent agreement will not be binding upon the parties hereto unless expressly adopted in writing and mutually agreed upon between the Board and the Union.

## ARTICLE XVI

### SAVINGS CLAUSE

In the event that any portion or portions of this Agreement are found to be illegal, void, or voidable, it is agreed that such finding will have no effect on the remaining portion or portions of this Agreement, which shall remain binding on all parties.

## ARTICLE XVII

### DEDUCTIONS

#### A. Dues Deduction:

1. All nurses who voluntarily elect to join the federation shall sign and deliver to the Federation, if they have not already done so, an authorization for the payroll deduction on membership dues of the Federation. Said authorization shall be delivered to the Board of Education and shall continue in effect unless such nurse notifies the Board of Education and the Federation in writing that he/she no longer authorizes deduction of membership dues of the Federation.
2. The Board of Education agrees to deduct from each nurse an amount equal to the Federation membership dues by means of payroll deductions. The deduction from each pay check of membership dues shall be made in seventeen (17) equal installments commencing from the second paycheck in October and then from the first two paychecks in each following month. The amount of Federation membership dues shall be certified by the Federation to the Board of Education prior to August 15.
3. Those nurses commencing employment after the start of the school year who voluntarily sign and deliver to the Board of Education an authorization card as described in Section 2 shall commence dues deductions with the second paycheck, and thus, the amount of membership dues under this section shall be a prorated amount equal to the percentage of the remaining school year.
4. The Board of Education agrees to forward to the Federation treasurer, each month, a check for the amount of money deducted during that month. The Board shall include a list of the nurses for whom such deductions were made.
5. The singular reference to the "Federation" herein shall be interpreted as referred to the Windham Federation of Teachers, Connecticut State Federation of Teachers, and the American Federation of Teachers.
6. The Federation agrees to indemnify and hold the Board of Education harmless against any or all claims, demands, suits, other forms of liability including attorney's fees and the cost of administrative hearings that shall or may arise out of, or by reason of, action taken by the Board of Education for the purpose of complying with the provisions of this article.



APPENDIX A

SCHEDULE OF SALARIES

	<u>2021-22</u>	
<u>STEP</u>	<u>R.N.</u>	<u>R.N. - B.S.</u>
1	47,671	52,068
2	49,350	53,709
3	51,030	55,351
4	52,606	57,095
5	56,069	58,634
6	58,280	60,276

Each nurse not on top step of her lane (R.N. or R.N. - B.S.) in 2021-22, will advance one step on that lane.

SCHEDULE OF SALARIES

	<u>2022-23</u>	
<u>STEP</u>	<u>R.N.</u>	<u>R.N. - B.S.</u>
1	49,616	54,145
2	51,346	55,835
3	53,076	57,527
4	54,699	59,323
5	58,266	60,908
6	60,543	62,599

Each nurse not on top step of her lane (R.N. or R.N. - B.S.) in 2022-23, will advance one step on that lane.

SCHEDULE OF SALARIES

	<u>2023-24</u>	
<u>STEP</u>	<u>R.N.</u>	<u>R.N. - B.S.</u>
1	51,619	56,284
2	53,401	58,025
3	55,183	59,768
4	56,855	61,618
5	60,529	63,250
6	62,874	64,992

Each nurse not on top step of her lane (R.N. or R.N. - B.S.) in 2023-24 will advance one step on that lane.

B. Other Deductions:

The Board of Education agrees to make payroll deductions from the salaries of such members of the bargaining unit who voluntarily authorize such deductions in writing for participation in a dental plan, health insurance plan or voluntary contributions to the political or other committees of the Windham Federation of Teachers or Windham Federation of Nurses.

ARTICLE XVIII

DURATION

- A. This Agreement shall be binding upon the Board and the Union from July 1, 2021, and shall continue in full force and effect to June 30, 2024.
- B. Negotiations for a successor agreement shall be conducted in accordance with the provisions of the Municipal Employees Relations Act, Connecticut General Statutes Section 7-467 et seq.

WHEREFORE the parties have set their hands this 9<sup>th</sup> day of February, 2022.

WINDHAM BOARD OF EDUCATION

WINDHAM FEDERATION OF  
SCHOOL NURSES

By

Lyne Ide

By

Amy Gaden RN