

COLLECTIVE BARGAINING AGREEMENT

PORTLAND BOARD OF EDUCATION

AND

**MUNICIPAL EMPLOYEES UNION INDEPENDENT,
LOCAL 506, SEIU**

NURSES BARGAINING UNIT

FOR THE PERIOD

JULY 1, 2022 – JUNE 30, 2025

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PREAMBLE

This Agreement is entered into by and between the Board of Education of the Town of Portland, hereinafter referred to as the "Board", and the Municipal Employees Union Independent, Inc., hereinafter referred to as the "Union".

ARTICLE I – RECOGNITION

The Board recognizes the Municipal Employees Union Independent as the exclusive bargaining agent for all Registered Nurses, Licensed Practical Nurses, and Health Aides employed by the Portland Board of Education, excluding members of other certified bargaining units and those Supervisory and other employees excluded by the provisions of M.E.R.A.

ARTICLE II - UNION SECURITY

1. The Board shall provide the Union with electronic notification of the name, job title, department, work location, work telephone number, work email address and, if the employee consents, the home address of any newly hired employee within five (5) days of the date of hire. The Town will permit the Union up to one (1) hour of time to meet with new hires either during their employee orientation or during another mutually agreed upon time.
2. Upon receipt of a voluntary authorization form signed by the bargaining unit member, the Board agrees to deduct from the bargaining unit member's pay such membership dues, as may be fixed by the Union. An employee may withdraw from membership in the Union by giving written notice to the Union and the Board.
3. The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in the rates of dues. In addition, the Union shall furnish the Board with a statement signed by the employee authorizing the Board to make dues deductions.
4. The deduction of Union fees and dues for any month shall be made during the applicable month and shall be remitted to the financial officer of the Union not later than the third Thursday of the following month. The monthly dues remittances to the Union will be accompanied by the list of names of employees from whose wages dues deductions have been made.
5. No dues will be deducted from an employee on sick leave who has exhausted accumulated sick leave or while collecting Workers' Compensation.
6. The Union agrees to indemnify and to hold and save the Board harmless against any and all claims, damages and suits that shall or may arise out of or by reason of any action taken by the Board for the purpose of complying with the provisions of this Article.

7. The Board shall provide each employee with a copy of the contract within thirty (30) days after the signing of the Agreement.
8. New employees shall be provided with a copy of this Agreement when they are hired.
9. Union representatives shall be permitted to enter any of the schools with approval of the building principal for the purpose of discussing, processing or investigating grievances.
10. The Board agrees to provide space on a bulletin board in each building under its supervision in which a member of the bargaining unit works, for the exclusive use of the Union.
11. The Employer agrees to voluntary payroll deductions for the Union's Political Action Fund. These deductions shall be kept consistent with federal and state law on this subject.

ARTICLE III - NONDISCRIMINATION

All provisions of this Agreement shall apply equally to all employees without discrimination on the basis of race, sexual orientation, color, creed or religion, sex, national origin, age, physical disability, or present or past history of mental disorder, political or labor affiliation, or other applicable unlawful discriminatory standard that may be enacted by the state legislature or the U.S. Congress.

Article III shall not be subject to the grievance procedure, as set forth in Article VIII.

ARTICLE IV – SENIORITY

1. The Board shall prepare a list of all employees covered by this Agreement, showing their seniority and length of service with the Board, and deliver the same to the Union office on October 1st of each year.
2. No employee shall attain seniority or other rights under this Agreement until s/he has been continuously on the payroll of the Board for a period of sixty five (65) work days. Work days shall be defined as days the employee attends work for his/her regularly scheduled work day.

During the probationary period, the employee may be terminated and will have no recourse to the grievance and arbitration clause of this Agreement. An employee who does not successfully complete her/his first sixty five (65) work days shall be entitled to a conference with the Superintendent or his/her designee to discuss the reasons for such failure. Upon successful completion of this period, the name of the new employee shall be added to the seniority list, with seniority commencing on the date of her/his employment as a Union bargaining unit member.

3. Seniority shall be defined as an employee's uninterrupted service with the Board within the bargaining unit from date of last hire, including all authorized paid leave, provided the employee returns to work immediately at the conclusion of such leave.
4. Seniority will not be broken by any authorized unpaid leave or layoff, but seniority will not accrue during an unpaid leave or layoff. Seniority will continue to accrue while an employee is receiving Workers' Compensation benefits.
5. If any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position (with or without a reasonable accommodation) for a period of twelve (12) months or longer, the Board shall have the right to retire or discharge the employee.
6. Seniority will not be broken if an employee returns to her/his job within eight (8) weeks of authorized unpaid leave.

Seniority will be interrupted during further periods of authorized unpaid leave and will resume upon return to work if within the authorized leave period.

ARTICLE V - VACANCY

1. Job vacancy is defined as an opening created by a death, retirement, resignation, dismissal or a new position in the classifications listed in the salary schedule.
2. All job vacancies covered by this Agreement shall be posted within five (5) working days of the vacancy so created. Postings shall be in each school and at the office of the Board of Education for five (5) working days, and the Union office and Union Steward(s) will be notified of the vacancy. During the summer vacation, the Board will send notice to the Union office of any vacancy, and the Union will then notify the members of the bargaining group. No position shall be filled by a member of the bargaining unit until the posting period has closed. No position shall be filled from outside of the bargaining unit until the posting period has closed without the permission of the Union.
3. Employees desiring to bid on a job or apply for a transfer to a vacancy shall file an application in writing within the posted time limit.
 - a. Promotions and vacancies shall be filled first by management from within based on qualifications and seniority and secondly by qualified new applicants.
 - b. When candidates from within have essentially equal qualifications, seniority will prevail.
 - c. Employees, who file an application for promotion, transfer, and / or vacancy, will be interviewed prior to interviewing candidates from outside the bargaining unit.

ARTICLE VI - LAYOFF AND RECALL

1. Whenever a work force reduction in a classification is required, the reduction shall be made in the following manner: Bargaining unit employees shall be laid off in inverse order to their length of service with the Board, providing the employee has the qualifications to perform the work as called for in the job description.
2. In the event of a layoff the employee affected shall be allowed to replace the least senior employee in the bargaining group, regardless of classification, provided the replacing employee:
 - a. has more overall seniority than the employee s/he replaces, and
 - b. is capable of performing the duties as determined by the Superintendent or his designee.
3. The laid off individual's name shall be placed on a recall list for a period of two (2) years subject to recall in order of seniority (from highest to lowest). However, a recalled individual shall have the right to be recalled at a later date to the classification from which s/he was laid off if a position should become vacant. The choice of employees to be rehired shall be based on seniority.

No person shall be newly employed in a classification that includes an individual on the recall list until all persons on the recall list in that classification have been notified by certified mail, sent to the individual's last known address, and such individual either is offered employment or declines such reemployment offer. It shall be the laid off individual's responsibility to notify the Superintendent of Schools of her/his current address and failure to do so will result in forfeiture of recall rights.

An individual who declines an offer of reemployment shall forfeit recall rights and lose all seniority. Failure to respond in writing to a notice of an opening within ten (10) working days after the mailing thereof shall be deemed to be a refusal to accept reemployment.

ARTICLE VII - PERSONNEL RECORDS

1. An employee covered hereunder shall be permitted, on her/his request, to examine and copy any and all materials in her/his personnel file. The Union may have access to an employee's records upon presentation of written authorization by said employee.
2. No new material derogatory to an employee hereunder shall be placed in her/his personnel file unless she/he has been provided an opportunity to review and sign the document (indicating receipt of such material) and has received a copy of such material. An employee shall have the opportunity to explain or file a rebuttal/statement to any material in her/his personnel file. Any such rebuttal/statement shall be attached to the material to which it pertains. If based on

the explanation or rebuttal/statement, a determination by the Superintendent is made in the employee's favor, the questioned material shall be expunged from the file.

3. Information not available for inspection by the employee shall not be used as evidence in any hearing or punitive action. This shall not apply to any information that is allowed under Connecticut General Statutes Section 31-128a.

ARTICLE VIII - GRIEVANCE PROCEDURE

1. **Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances regarding misapplication and misinterpretation of the collective bargaining agreement.

2. **Definitions**

- a. "Grievance" shall mean a complaint by an employee, or a group of employees that her/his/their rights under the specific language of this Agreement have been violated or that, as to her/him/them, there has been a misinterpretation or misapplication of the specific provisions of this Agreement.
- b. "Grievant" shall mean any member of the bargaining unit or a group of bargaining unit members similarly affected by a grievance, seeking recourse under the terms of this Article.
- c. "Days" shall mean working days.

3. **Time Limits**

- a. If a grievance, in writing, is not filed within fifteen (15) days after the grievant first knows 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.
- b. The time limits specified within this Article, except for the initial filing, may be extended by mutual agreement of the Union and the Board or its designee, provided that if a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the answer in the last step considered.
- c. Failure by any administrator or the Board of Education to render his/her decision within the specified time limits shall be deemed a denial of the grievance, and the grievance shall proceed to the next level.

4. **Level One – School Principal/Immediate Supervisor**
 - a. If an employee feels that s/he may have a grievance, s/he and or her/his Union Steward or Union Representative may first discuss the matter with her/his principal or other appropriate administrator in an effort to resolve the problem informally.
 - b. If the employee is still not satisfied with the disposition of the matter, s/he shall reduce the grievance to writing and submit it to the principal or other appropriate administrator. The principal shall, within five (5) days of that filing of the grievance in writing, give a written answer, with a copy to the Union.

5. **Level Two – Superintendent of Schools**
 - a. If the grievant is not satisfied with the disposition of her/his grievance at Level One, s/he may, within five (5) days after the decision, file her/his written grievance with the Superintendent of Schools.
 - b. The Superintendent shall, within five (5) days after receipt of the referral, meet with the grievant and a representative of the Union for the purpose of resolving the grievance.
 - c. The Superintendent shall, within five (5) days after the meeting, render her/his decision and the reasons therefore, in writing to the grievant, with a copy to the Union.

6. **Level Three – Board of Education**
 - a. If the grievant is not satisfied with the disposition of her/his grievance at Level Two, s/he may, within five (5) days after the decision, submit the grievance to the Board of Education.
 - b. The Board of Education shall hold a meeting within fifteen (15) days after receipt of the grievance, at which time it shall meet with the grievant and with representatives of the Union for the purpose of resolving the grievance.
 - c. The Board shall, within ten (10) days after such meeting, render its decision and reasons therefore, in writing to the grievant, with a copy to the Union.
 - d. In cases of dismissal, suspension, demotion and class action grievances, the grievance shall be submitted directly to Level Two.

7. **Level Four - Mediation**

If the grievance is not resolved, the Union or the Board may submit the matter to a mediator appointed by the State Board of Mediation and Arbitration for the purpose of helping to resolve the grievance within ten (10) days after receipt of the Level

Three answer. A copy of the request shall be sent to the other party by the requesting party.

8. **Level Five – Arbitration**

- a. If the grievance is not resolved to the Union's satisfaction at Level Four, the Union may, at its option, submit the grievance to arbitration within fourteen (14) days of receiving the Level Four answer. The submission of the grievance shall state the provisions of the contract allegedly violated and the remedy sought. Grievances shall be submitted to the American Arbitration Association.
- b. The arbitrator shall have no power to add to, subtract from, alter or modify this Agreement. The arbitrator shall render her/his decision in writing not later than thirty (30) days after the conclusion of the hearing. The decision of the arbitrator shall be final and binding.
- c. The cost of arbitration will be borne equally by the parties.
- d. The arbitrator will hear only one grievance at a time. This provision will not prevent the arbitrator from hearing a class action grievance. Neither will it prevent discussion of the arbitrability and the merits of the grievance at the same hearing.

9. A grievance may be initiated at the level where the incident giving rise to the grievance, first occurred. A class action grievance shall be submitted by the Union at the Superintendent's level.

ARTICLE IX - SAFETY & HEALTH

The employer shall comply with all federal, state, and local health and safety codes, laws and regulations.

Article IX is for information purposes only shall not be subject to the grievance procedure, as set forth in Article VIII.

ARTICLE X - SAVINGS CLAUSE

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected hereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision, and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein separately and apart from the other.

ARTICLE XI - DISCIPLINE

1. No employee shall be discharged or otherwise disciplined without just cause. All disciplinary action shall be applied in a fair and consistent manner and shall not be inconsistent to the infraction for which disciplinary action is being applied.
2. Disciplinary actions shall normally be in the following order:
 - verbal warning
 - written warning
 - suspension, with or without pay
 - discharge
3. The Employer and the Union agree that the Superintendent of Schools may take summary action for any grave or serious offenses. However, before any such summary action is taken, the Superintendent shall meet with the Union Staff Representative or Union Steward regarding the action.
4. In the event that an employee is given a written warning, suspended or discharged, a copy of such disciplinary action shall be given to the employee at the time of the action and a copy shall be forwarded to the Union within three (3) days of the action.
5. In the event that an employee is required to meet with supervisory personnel for disciplinary action, the employee may, at his/her discretion have the Union Staff Representative or Union Steward present at such meeting. If the employee decides during the meeting to have the Union Staff Representative or Steward present, the meeting shall cease until a Union Staff Representative or Steward can be present.

ARTICLE XII - NO STRIKE OR LOCKOUT

The Union agrees that during the term of this Agreement, it shall not authorize, cause, engage in, sanction, or assist in any work stoppage, strike or slow-down of operations. The Board agrees that during the term of this Agreement, it will not lockout any of the employees covered by this Agreement.

ARTICLE XIII - SCHOOL FACILITIES

Upon request through the principal of the school, the Union will have the right to use school buildings at reasonable times at no cost.

ARTICLE XIV - JOB DESCRIPTIONS

Any changes in the newly established job descriptions shall be discussed with the Union prior to implementation.

ARTICLE XV - LENGTH OF WORK DAY AND WORK YEAR

1. The length of the employee work day shall not exceed seven (7) hours. Such work day shall include a one-half (½) hour unpaid lunch break.
2. The regular work year shall be one hundred eighty three (183) days, consisting of the student school year of one hundred eighty one (181) days plus two (2) days before or after the start of the school year, or one day before and one day after. As much advance notice as feasible under the circumstances will be given to employees concerning work year scheduling.

The Nursing Supervisor shall be responsible for scheduling nursing coverage of up to 1 additional day per school beyond the regular work year if necessary, with the prior approval of the Superintendent.

3. If training, meetings, or other professional activities have been previously scheduled to take place on days when students are scheduled for a one-half (½) day of school, employees will remain at work after students leave and shall be dismissed at their regular full school day dismissal time. If no such activities have previously been scheduled to take place on one-half (½) days of school for students, employees will be dismissed after the buses have left from the respective schools.

ARTICLE XVI - PROFESSIONAL DEVELOPMENT

1. In accordance with Connecticut Administrative Regulation 10-212-5, each employee will participate in at least ten (10) hours of professional development programs or activities approved by the Board of Education, in each two-year period. The employee may request from the Board of Education to attend courses offered anytime during the year, including the summer. The cost of such professional development programs or activities will be fully paid for by the Board of Education if permission is granted to attend the development program or activity.
2. If an employee is approved for a course or training session scheduled for a regularly scheduled work day, such leave from work to attend the course or training session shall not be deducted from the employee's personal or sick leave.
3. In each contract year, the Board will pay up to seven hundred dollars (\$700.00) for tuition for courses approved by the Superintendent prior to the course being taken by a nurse. This provision will have a maximum total aggregate expenditure of three thousand dollars (\$3,000.00) per contract year.

In order to be eligible for reimbursement, the applicant must attain a passing grade in a pass/fail course or a grade of B or better in a graded course (eighty (80) or better).

Application for such reimbursement must be submitted in writing to the

Superintendent prior to the start of the course. At the end of the contract year, the total cap expenditure for that contract year will be distributed to all applicants who meet the criteria set forth above with an understanding that each applicant is reimbursed for up to six hundred dollars (\$600.00) prior to disbursement of remaining monies for additional courses.

In the event that the maximum cap is not sufficient to reimburse each applicant six hundred dollars (\$600.00) for one (1) course, the total cap expenditure for that contract year shall be divided equally among all applicants.

ARTICLE XVII - LEAVE PROVISIONS

1. All employees shall receive sick leave with full pay of fifteen (15) days per contract year with an accumulation of one hundred fifty (150) days of unused sick leave.

An employee who reaches her/his sick leave accumulation maximum will have that time set aside. Future accrued time may be used in the current contract year, but will not be accrued past the maximum.

Sick leave may be used in the following cases:

- a. personal illness or injury,
- b. to meet dental or medical appointments.

Every reasonable attempt will be made not to schedule medical/dental appointments during school hours.

Employees may use up to five (5) sick days per contract year for illnesses to the employee's spouse, children or parents.

2. Employees shall be credited with three (3) days of personal leave in each contract year for pressing personal matters that cannot be addressed outside of normal school hours. Such days shall not be cumulative.

Requests to use personal days must be submitted for administrative approval through the District's electronic leave reporting system at least 24 hours in advance, except in cases of emergency.

3. Sick and personal leave may be taken in one-quarter ($\frac{1}{4}$) day increments when necessary.
4. Workers' Compensation, as distinguished from sick leave, shall mean leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of her/his duties.

The Board of Education covers all employees with Workers' Compensation insurance, which pays an eligible employee a percentage of her/his earnings during the period of absence.

5. In the event that an employee receives Workers' Compensation s/he may elect to receive the regular difference between his/her regular pay and the Workers' Compensation payment by deducting the difference from his/her sick leave.
6. Any employee who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days.
7. Upon retirement or death of any employee hired on or before July 1, 2019, who has completed ten (10) years of continuous service with the Board from his/her seniority date, she/he or the legal representative of his/her estate, shall be compensated with one-half (½) of her/his accumulated days of sick leave at full days' pay.
8. An employee who is disabled due to a non-work related injury and is unable to work due to such non-work related injury may use accumulated sick leave to cover the period of disability. The Superintendent, or the Business Manager, at the Superintendent's request, may require, at regular intervals, written certification from the employee's physician of continued disability.
9. The Board and the Union recognize that nurses are entitled to leave for maternity related disability in accordance with the law.
10. On the rare occasion when an employee with five (5) years of completed service with the Board may have an extended period of disability due to catastrophic illness or injury which extends beyond the amount of sick leave covered by the employee's accumulated sick leave and all other available leave time, that employee may request that the Board consider allowing other employees to donate up to five (5) days of accumulated sick leave per employee for use by the affected member. The donated days may be used exclusively by the applicant. Any unused, donated days will be forfeited. An employee may only request a sick leave donation one time during his/her employment. The decision to deny or allow sick leave donation shall be solely the discretion of the Superintendent and not subject to the grievance procedure.

ARTICLE XVIII - WAGES

1. Wage increases for July 1, 2022 through June 30, 2025 shall be:

Effective July 1, 2022, current bargaining unit members shall receive a one thousand dollar (\$1,000) wage adjustment and then a two percent (2 %) increase in their annual salary.

2022-23 RN rate: \$53,067.04

Nursing Supervisor: \$6,369 stipend added to RN rate

Effective July 1, 2023 current bargaining unit members shall receive a two and one-half percent (2.5%) increase in their annual salary (including any stipends).

2023-24 RN rate: \$54,393.72

Nursing Supervisor: \$6,528 stipend added to RN rate

Effective July 1, 2024 current bargaining unit members shall receive a two and one-half percent (2.5%) increase in their annual salary (including any stipends).

2024-25 RN rate: \$55,753.56

Nursing Supervisor: \$6,691 stipend added to RN rate

2. The Board shall reimburse each employee for mandatory licensure fees paid in an amount not to exceed one hundred fifty dollars (\$150.00) annually.

ARTICLE XIX - PENSION & INSURANCE

1. For each employee who is regularly scheduled to work, on average, thirty (30) or more hours per week, the Board of Education will provide the following insurance benefits as follows:

The following plan shall be offered:

ConnectiCare High Deductible Health Plan (“HDHP”)

Summary of Plan Design:

The deductibles will be \$2,500 (single) and \$5,000 (two person and family). Upon satisfaction of the HDHP deductible, prescriptions subject to a managed three tier drug rider with co-pays of \$5.00 Generic/\$25.00 Brand Name/\$40.00 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

Out of pocket maximum: in network \$3,500.00 for the individual and \$7,000.00 for the family.

Out of network medical services will be subject to a 70% plan/30% member coinsurance. Out of pocket maximum: out of network \$5,000.00 for the individual and \$10,000.00 for the family.

The Board will contribute \$1,250 toward the deductible for employees on single insurance and \$2,500 toward the deductible for employees on a two person or family plan into the employee's established Health Savings Account (“HSA”). The Board's contribution toward the deductible will be deposited into the HSA accounts throughout the course of the contract year on a quarterly basis (on or about July 31st, October 31st, January 31st and April 30th).

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

2. **Premium Share:**

The following premium share contributions shall apply:

July 1, 2022	19.0%
July 1, 2023	19.5%
July 1, 2024	20.5%

Premium share contributions shall be deducted from employee's paychecks.

3. **The Patient Protection and Affordable Care Act:**

The Patient Protection and Affordable Care Act ("PPACA" has set forth and codified under Internal Revenue Code (IRC) §49801 the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any federal statute or regulation 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 re-open Article 11 for the purpose of addressing the impact of the excise tax. No other provision of the Agreement shall be re-opened during such mid-term negotiations.

4. **Insurance Waiver:**

In any contract year, an eligible employee may elect to waive all health insurance benefits set forth herein and in lieu thereof, will receive a payment of one thousand two hundred dollars (\$1,200.00). Employees who elect to waive health insurance coverage shall deliver proof of health insurance to the Superintendent of School prior to the 1st Friday of June of each contract year. Payment to those employees waiving coverage will be made in a lump sum, less applicable federal and state withholdings, for the applicable year not on the health plan. In cases of extenuating circumstances, the Employer may grant a revocation of the waiver. However, such revocation shall be at the sole discretion of the Superintendent of Schools.

Since waiver payments are based on and issued at the conclusion of a contract year, in order to be eligible for and receive the lump sum payment, the employee must be: (a) employed by the Board as of June 30th of the applicable contract year; and (b) the waiver must have remained in effect for the entire contract year.

Waiver payments shall be provided to employees in a separate check (or a separate direct deposit, as determined by the Board).

5. **Group Dental Coverage:**

The Board shall provide employees with access to a dental plan. The Board of Education pays for coverage for insurance for individual dental care. If the employee elects dependent dental coverage, the additional premium is at the employee's expense.

6. **Group Term Life Insurance:**

Group Life Insurance Coverage of twenty-five thousand dollars (\$25,000.00) with the Board assuming full cost of the premium (such benefit is not available to retirees).

7. **Group Long Term Disability Insurance:**

Eligible employees are covered under the Town of Portland's Long Term Disability Plan. The Board shall contribute one hundred percent (100%) cost of premium. Such plan shall have a waiting (elimination) period of either one hundred eighty (180) days or upon the employee's exhaustion of sick days, whichever is greater.

Upon the expiration of the waiting period, the eligible employee will be provided with a monetary benefit of 66 2/3% of the employee's regular wages to a maximum of three thousand dollars (\$3,000.00) per month.

If an employee elects to increase the monthly benefit and if the plan permits, he/she will assume the additional cost.

8. **Change of Carriers/Funding Arrangements:**

In each case when the name of a particular company or specific plan has been used, the intent is to indicate a specific type of insurance benefit and not to establish a relationship with one particular company or any specific type of insurance benefit with other companies. The Board shall have the right to change insurance carriers administrators, or plans, in whole or in part, in order to provide the insurance coverage set forth below, provided that the plan(s) which result from change in carriers, administrators, or plans, or third party administrators are comparable to the plan(s) described below, in terms of coverage, benefits, and administration.

Prior to any change in insurance plans, administrators, or carriers, the Board shall notify and consult the Union. The representative of the insurance carrier/administrator shall meet with the representative of the Union to explain any proposed changes. If the representative does not approve of a proposed change as recommended by the Superintendent, he/she shall submit a written statement detailing the reasons for such disapproval specifically listing the reductions in the level of benefits, service or administration to which he objects. The Union must submit this written statement within thirty (30) days of meeting with the insurance representative. Failure to submit such statement within the thirty (30) day time period shall be deemed approval of the proposed plan and a waiver of any right to arbitrate the issue.

If the Union disapproves of any change pursuant to the written statement noted above, it may submit the issue to arbitration within fifteen (15) calendar days of receipt of notice from the Superintendent that the Board intends to implement the new plan. The sole substantive issue for the arbitrator shall be: Is the proposed insurance plan(s) comparable to the existing plan(s) in terms of benefits, coverage,

and administration? Arbitration in accordance with the rules of the American Arbitration Association shall be the exclusive method of deciding the above issue.

9. **Pension:**

Bargaining unit employees will be enrolled in a Town retirement plan that the employee meets the eligibility requirements (as determined by the provisions of the applicable Town retirement plan) upon the employee's date of hire.

Contributions by the Board and the employee shall be in accordance with the provisions of the applicable retirement plan.

ARTICLE XX - SALARY PAYMENT

- A. Paychecks will be issued on the first Friday after the start of the work year for nurses and every two weeks thereafter. Nurses may opt to receive 1/22 of their salary per paycheck or 1/26 of their salary per paycheck. In the latter case, the final four checks shall be paid in addition to the last paycheck in June. Nurses shall have the option of electing to have paychecks deposited electronically.
- B. All bargaining unit employees shall be paid via direct deposit. All remuneration owed to employees shall be paid via direct deposit. Bargaining unit employees shall complete necessary documentation in order for the Board to implement direct deposit.

ARTICLE XXI - UNION CONVENTION AND TRAINING

The Board shall, upon reasonable advance notice; permit one (1) Union designated employee to attend MEUI conventions or other Union functions each year for an aggregate maximum of eight (8) hours each year without loss of compensation.

ARTICLE XXII - VAN RIDING

In the event that an employee is asked to ride with a student to or from school, the employee will be compensated for all time in excess of their regularly scheduled day at the employee's hourly rate for each hour, or part thereof. The Superintendent shall meet with the nurses to schedule any necessary trips and determine which nurse shall ride when. Qualifications, Volunteerism, Seniority, and Minimizing employee inconvenience shall be the four factors in determining who shall be assigned to ride with the students.

ARTICLE XXIII - FIELD TRIPS

Employees may be asked to attend field trips that extend their work day, but they shall not be required to attend. Employees may be required to attend field trips during their work day. Hours that nurses are attending field trips that extend their normal work day will be paid at their regular hourly rate up to a forty hour work week. Beyond forty hours, additional time will be paid at time and one-half.

ARTICLE XXIV - MISCELLANEOUS

1. In the event of a late opening, due to weather or other emergency conditions, employees will report to school fifteen (15) minutes before the students report to the respective schools.
2. In the event that schools are closed early due to weather or other emergency conditions, employees will be dismissed after the buses have left from the respective school.
3. Personal vehicles will not be used for school business, except when authorized by the Superintendent or Principal; reimbursement will be paid at the IRS rate in effect, per mile.
4. Employees will not be required to drive students.
5. Employees will not be required to do bus duty.
6. If employee evaluations occur, the evaluations will be done for all bargaining unit employees and will be written prior to June 1st of each year, by either the employee's building principal or immediate supervisor.
7. Employees shall have the right to approach the Superintendent of Schools with a request for a flex time schedule to fit special needs. Grant or denial of a flex time schedule request shall be solely discretionary on the part of the Superintendent and shall not be subject to the grievance procedure. Approved flex time arrangements may be ended for operational needs by the Superintendent after at least one month's notice. Grant or denial of a flex time schedule request shall not establish or be claimed as a precedent or practice in any other case, whether similar or dissimilar.
8. OSHA and Blood Borne Pathogen Training will be done by a trainer experienced in OSHA standards and training when possible.
9. When reviewing applications for vacant positions in the bargaining unit, the Board agrees to consult with the Head Nurse for assistance in determining the most qualified applicant. The Head Nurse's recommendations or suggestions shall not be binding upon the Board.
10. In the event that an employee works during summer school, the employee shall receive his/her regular hourly wage rate for all hours worked.
11. Family and Medical Leave shall be provided in accordance with applicable federal law.
12. The building principal shall be the direct supervisor of all bargaining unit members assigned to the building principal's respective school, provided, however, all questions related to student medical issues shall be directed to the Head Nurse.

The Head Nurse shall address all student medical issues with the Director of Student Services.

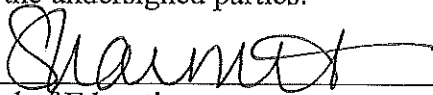
ARTICLE XXV - DURATION

This Agreement shall be effective July 1, 2022 and shall remain in full force and effect until the 30th day of June, 2025. This Agreement shall remain in full force and be effective during the period of negotiations for a new agreement as provided by statute.

Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor agreement; however, neither party shall be obligated to take part in any such collective bargaining session prior to January 1, 2025.

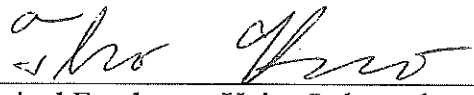
SIGNATURE PAGE

Agreed to by the undersigned parties:



Portland Board of Education

5/17/22
Date



Municipal Employees Union Independent

6/12/22
Date