

AGREEMENT BETWEEN
THE SIMSBURY BOARD OF EDUCATION
AND THE
SIMSBURY SCHOOL NURSES
ASSOCIATION

JULY 1, 2018 – JUNE 30, 2021



The terms of this Agreement conform to Simsbury Board of Education Policy #4208, regarding equal employment opportunity and non-discrimination on the basis of race, color, religion, sex, age, physical handicap or national origin.

THIS AGREEMENT MADE AND ENTERED INTO this 8th day of May, 2018 by and between the SIMSBURY BOARD OF EDUCATION (hereinafter called the "Board") and the SIMSBURY SCHOOL NURSES ASSOCIATION (hereinafter called the "Association").

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ARTICLE I

PREAMBLE

WHEREAS, the Board and the Association recognize the importance of sustaining a high level of morale among the school nurses and maintaining harmonious relationships between the Board and the School nurses and encouraging the school nurses to provide full service to the Board of Education and the Town of Simsbury to the improvement of quality of said service and assuring necessary, usual and beneficial communications between the Board and the school nurses.

NOW THEREFORE, in consideration of these premises and other good considerations, the Board and the Association enter into this Agreement.

ARTICLE II

GENERAL

- A. This Agreement has been entered into by virtue of negotiations under Chapter 113, Sections 7-467 through 7-477 of General Statutes of the State of Connecticut, as amended, in order to fix for its term the wages and hours of employment provided herein.
- B. The provisions of this Agreement shall be in force and effect unless amended in writing by the parties hereto.
- C. If there is any previously adopted policy, rule or regulation of the Board which is in conflict with any provisions of this Agreement, said Agreement provision shall govern during the term of this Agreement. No such provision shall operate retroactively unless expressly so stated.

ARTICLE III

RECOGNITION

The Board of Education recognizes the Simsbury School Nurses Association, a non-affiliated association, as the sole and exclusive bargaining representative for all employees in the unit excluding those working less than twenty (20) hours per week and the Director of Health Services, for the purpose of collective bargaining matters of wages, hours of employment and other conditions of employment, and with all of the rights and privileges as provided by said law.

ARTICLE IV

BOARD RIGHTS AND RESPONSIBILITIES

It is recognized that the Board retains and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility, and prerogative to direct the operation of the Simsbury Public Schools in all its aspects including but not limited to the acquisition, control and regulation of all property, the employment and supervision of all employees and the organization and administration of the program of the Simsbury Public Schools.

These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives, other than as there are specific provisions herein elsewhere contained shall be subject to the grievance provisions of this Agreement.

ARTICLE V

GRIEVANCE PROCEDURE

A. Purpose and Prerequisite

The purpose of the grievance procedure shall be to resolve at the lowest possible administrative level issues which may arise from time to time with respect to the provisions of this Agreement.

The grievance procedure shall not be applicable until and unless normal administrative channels for resolving a problem through the level of the principal or immediate supervisor have been followed in good faith.

B. Definitions

1. A "grievance" is a claim that a specific provision of the Agreement has been misapplied or misinterpreted.
2. An "aggrieved person" is the employee making the claim.
3. A "party in interest" is the person or a person who, in addition to the aggrieved, has a recognized and reasonable interest in the grievance or in its resolution.
4. The term "days" means work days.

C. Procedures

1. **Level One**

An employee with a grievance shall discuss it with his/her principal or immediate supervisor, with the object of resolving the matter informally.

2. **Level Two**

If the aggrieved person is not reasonably satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within four (4) days following application of the grievance under Level One, he/she shall forthwith present the written grievance to the Superintendent of Schools or his/her designee. The Superintendent of Schools or his/her designee shall notify the aggrieved person of his/her decision in writing, within five (5) days from the day the application of the grievance was submitted to him/her.

3. **Level Three**

(a) If the aggrieved person is not reasonably satisfied with the disposition of his/her grievance at Level Two, he/ she shall, in writing request the Association Committee to submit his/her grievance to mediation. Such request shall be presented within five (5) days following a decision under Level Two.

(b) If the Association Committee determines that the grievance is meritorious and that submitting it to mediation is in the best interests of the school system, the Association Committee shall recommend to the full Association Membership that the Association submit the grievance to mediation within ten (10) days after receipt of the request by the aggrieved person.

(c) If the Association, in the foregoing manner, determines that the matter should be submitted to mediation, and so notifies the Board in writing, a written request by all parties to this Agreement shall be forwarded to the State Board of Mediation and Arbitration.

(d) The decision of the State Board of Mediation and Arbitration shall not be binding on all parties.

4. **Level Four**

(a) If the aggrieved person is not reasonably satisfied with the disposition of his/her grievance at Level Three, he/she shall, in writing, request the Association Committee to submit his/her grievance to arbitration. Such request shall be presented within five (5) days following a decision under Level Three.

(b) If the Association Committee determines that the grievance is meritorious and that submitting it to arbitration is in the best interests of the school system, the Association Committee shall recommend to the full Association Membership that the Association submit the grievance to arbitration within ten (10) days after receipt of a request by the aggrieved person.

(c) If the Association, in the foregoing manner, determines that the matter should be submitted to arbitration and so notifies the Board in writing, a written request by all parties to this Agreement shall be forwarded to the State Board of Mediation and Arbitration.

(d) The decision of the State Board of Mediation and Arbitration shall not be binding on all parties. The cost of arbitration shall be borne equally by the Association and the Board.

Miscellaneous

1. The Board and the Association agree that these proceedings shall be kept as informal and confidential as possible.
2. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process.

The time limits specified, however, may be extended by mutual agreement in writing for cause shown.

3. Any grievance not processed in accordance with the foregoing procedures and schedules shall be deemed settled and obviated.
4. Commencing with Level One, a record shall be kept of all proceedings hereunder.
5. It is understood that the aggrieved person or persons shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and Administration until such grievance and any effect thereof shall have been disposed of.

ARTICLE VI

WORKING CONDITIONS

A. Hours

1. Personnel covered by this Agreement shall work a predetermined schedule as established by school administration in accordance with individual assignments and responsibilities. All full-time personnel will work a minimum of 35 hours per week. Employees covered by this agreement shall work, as a minimum, the school calendar year (180 student days) plus five additional days to be scheduled by the Director of Health Services for professional development and preparation for the school year. Employees shall be notified prior to the start of the school year as to the school year's workdays, hours and assignment.
2. The number of working hours per day for the nursing staff shall be determined by the Board of Education.
3. Starting and finishing hours shall be determined by the Superintendent of Schools or his/her designee, in consultation with the Director of Health Services.
4. Employees covered by this agreement may be temporarily reassigned on a day to day basis to support nursing shortages as determined by the Director of Health Services.

B. Miscellaneous

1. All open association positions (20 hours or more) shall be announced.
2. When an association position (20 hours or more) increases in hours to become benefit eligible (30 hours or more), such positions shall be announced.
3. Announcements shall be posted for a period of five (5) working days.
4. Appointment to posted positions will be at the discretion of the Superintendent or his/her designee, with consideration given to qualifications and experience.
5. Personnel covered by this agreement may apply for transfer at the time a new position (either new association or benefit eligible) is announced.
6. When central administration deems it necessary to close all schools before regular dismissal time due to an emergency situation, nursing personnel will be permitted to leave one-half hour (or at the end of regularly scheduled time) after the last bus when hazardous driving conditions prevail, and one-half hour after the last bus for non-weather emergencies. On early closing

the day before Thanksgiving, nursing personnel may leave the building one-half hour after the last bus.

C. Tuition Reimbursement

Nurses will be granted 100% tuition reimbursement for undergraduate or graduate level study, to a maximum allowance of \$500 per fiscal year, provided that prior approval has been granted by the Superintendent of Schools or his/her designee, and that a certificate of satisfactory completion of coursework, along with a receipt indicating payment for the course, has been submitted to document the request for reimbursement. Permission to enroll in credit hours in excess of six (6) per fall or spring semester must be granted by the Superintendent or his/her designee.

Nurses will also be granted reimbursement for conferences or other professional development opportunities, to a maximum allowance of \$250 per fiscal year, provided that prior approval has been granted by the Superintendent of Schools or his/her designee, and that evidence of satisfactory completion of the professional development, along with a receipt indicating payment, has been submitted to document the request for reimbursement.

Nurses will not be required to use personal leave for purposes of attending a professional conference on a contracted day.

ARTICLE VII

OVERTIME

- A. Overtime pay will be paid any nurse who works in excess of his/her regular school working hours.
- B. Time and one-half of the regular hourly rate shall be paid for each hour worked in excess of forty (40) hours in any one week.
- C. Overtime approval will be granted for non-PPT situations with the prior consent of the Director of Health Services and the Director of Human Resources.

ARTICLE VIII

HOLIDAYS

In 2018-19, employees covered by this agreement will receive Thanksgiving Day and Christmas Day as paid holidays. In 2019-20, employees will receive Thanksgiving Day, Christmas Day, and Memorial Day as paid holidays. In 2020-21, employees will receive Labor Day, Thanksgiving Day, Christmas Day, and Memorial Day.

ARTICLE IX

LEAVE PROVISIONS

A. Sick Leave

All school nurses covered by this Agreement shall be entitled to one and one-half (1-1/2) working days per month, not to exceed fifteen (15) days per year for a personal illness with full pay. "Personal illness" may be defined to include, for up to 10 days per year, illness or death in the immediate family of the absent employee covered by this Agreement. Unused sick leave shall be accumulated from year to year, so long as the employee remains continuously in the service of the Board, and as authorized by the Board; but, such accumulation of sick leave shall not be more than one hundred eighty (180) working days annually. A physician's certificate may be required as deemed necessary by the Superintendent of Schools or his/her designee.

B. Personal and Other Leave

1. All school nurses covered by this Agreement shall be entitled to a total of five (5) personal days leave of absence annually (not cumulative) with full pay, in accordance with the following definitions and time limitations:
 - a. Religious days, not to exceed three (3) a year
 - b. Sickness or death of relatives in the immediate family; i.e., wife, husband, child, parent, grandparent, brother, sister, uncle, aunt, nephew, niece, cousin, or a member of the immediate household
 - c. Attendance in court or for other legal reasons beyond the employee's control
 - d. Personal reasons, necessitating absence from work, if approved by the Superintendent of Schools or his/her designee
 - e. Jury Duty: Nurses covered by this Agreement called to jury duty shall be granted the difference between jury pay and their regular salary. Time lost for jury duty shall not be charged against accumulated sick leave.

2. Application for leave in the provision above shall be made to the Superintendent of Schools or his/her designee at least three (3) working days before taking such leave (except in case of emergencies).
3. Personal and other leaves taken pursuant to the above provisions in subsection B shall be in addition to any sick leave to which the employee is entitled.
4. For leaves of absence other than those covered by leave policies, the per diem rate of deduction shall be the actual hourly rate times the usual number of hours in the employee's work day.
5. (a) The Board of Education and Superintendent of Schools or his/her designee may grant leaves of absence without pay for a period not to exceed one (1) year if it is in the best interests of the school system and does not interfere with the welfare of the children. Request for such leave shall be made in writing to the Superintendent of Schools or his/her designee and shall include a statement of the reasons therefore and the length of the leave required. Employees granted such leave shall be given consideration for any open position for which they are qualified within their category available at the termination of the leave period.

(b) Any employee who is on leave of absence without pay shall not be paid for any holiday or sick leave during the period of the absence.
6. Workers' Compensation, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, illness, or injury that occurred while the employee was engaged in the performance of his/her duties. The Board of Education covers all employees with Workers' Compensation Insurance, which pays the employee a percentage of his/her salary or average earnings during the period of disability. Employees receiving payments under Workers' Compensation shall also be entitled to a partial sick leave payment, on a pro-rata basis, through the extent of their accumulation of sick leave days. Total compensation shall not exceed the employee's regular rate of pay.

All payments on injury shall be made subject to the same rules and regulations as Workers' Compensation Insurance and shall not be taxable if the accident shall have been due to intoxication or willful misconduct on the part of the employee.
7. The year beginning each July 1st shall be the period for computing leave provisions.

ARTICLE X

WAGES

- A. Effective July 1, 2018:
 - 1. All earned increments shall be granted.
 - 2. The following hourly wage schedule shall be effective July 1, 2018 through June 30, 2021.

Step	1.75%GWI 2018-19	2.0% GWI 2019-20	2.1% GWI 2020-21
1	-	-	-
2	-	-	-
3	38.28	39.05	39.87
4	38.90	39.68	40.51
5	39.54	40.33	41.18
6	40.16	40.96	41.82
7	41.39	42.22	43.11
8	42.00	42.84	43.74
9	42.59	43.44	44.35
10	43.00	43.86	44.78

- B. School nurses will be required to meet state qualification standards for licensure as stated in State Statute Section 10- 212.2. New school nurses shall be assigned to a step on the salary schedule consistent with their past work experience as determined by the Superintendent of Schools or his/her designee, in consultation with the Director of Health Services.
- C. A wage differential for the period July 1, 2018 - June 30, 2021 shall be paid annually to the lead school nurse employed in a school with the following enrollments:

Enrollment	2018-21
500-1000	\$ 650
1000+	\$ 750

- D. Each school nurse working at least six and one-half consecutive hours per day shall receive a paid half-hour lunch period.

- E. Effective for the period July 1, 2018 - June 30, 2021 longevity payments shall be due all personnel covered by the Agreement in accordance with the following schedule:

	2018-21
10 Years	\$ 750
15 Years	\$ 850
20 Years	\$ 950

- F. An annual \$200 stipend will be paid to those members in the bargaining unit who achieve and maintain National Board Certification for School Nurses.

ARTICLE XI

INSURANCE AND PENSION BENEFITS

A. Life Insurance

A fifteen thousand dollar (\$15,000) life insurance coverage is provided at Board expense. Individuals may purchase additional life insurance on a 50%/50% Board-employee shared-cost basis. The maximum amount available, which shall include the fifteen thousand dollar (\$15,000) coverage provided at Board expense, shall not exceed twice the annual salary of the insured, computed to the nearest higher thousand, with an over-riding maximum of eighty thousand dollars (\$80,000).

B. Board of Education Employee Benefit Program

- There are three health insurance options available to employees hired before July 1, 2015. For new hires or those newly eligible for insurance as of July 1, 2015 or thereafter, the only health insurance plan will be the High Deductible Health Plan (HDHP) outlined further below. The parties agree to increase the employee medical insurance premium co-share to the following:

	<u>Year</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
a. Preferred Provider Organization (PPO)			
Individual Employee and Dependent Coverage	2018-19	Buy Up	Buy Up
	2019-20	Buy Up	Buy Up
	2020-21	Buy-up*	Buy-up*

b. Health Maintenance Organization (HMO)

Individual Employee and Dependent Coverage	2018-19	Buy Up	Buy Up
	2019-20	Buy Up	Buy Up
	2020-21	Buy-up*	Buy-up*

c. **High Deductible Health Plan (HDHP)**

	<u>Year</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
Individual Employee and Dependent Coverage	2018-19	84%	16%
	2019-20	83%	17%
	2020-21	82%	18%

*NOTE: "Buy-up" is the option to participate in the HMO or PPO by paying the difference between (1) what the Board would have paid in premium or premium equivalent plus the applicable Board payment to offset the deductible amount for the HDHP and (2) the cost of participating in the HMO or PPO.

2. Additional Plan Information

Preferred Provider Organization (PPO-In Network)

There is no annual deductible cost to the individual, no family deductible, and no co-insurance costs for those expenses incurred within the Network of doctors and hospitals. This Plan includes an unlimited lifetime maximum.

Preferred Provider Organization (PPO-Out-of-Network)

The annual deductible for out-of-network is \$400 individual / \$800 individual plus one / family \$1,200 80% / 20% co-insurance on a calendar year basis, after the insured has paid \$1,400 individual / \$2,800 individual plus one / \$4,200 family in benefit payments including deductible, covered expenses are paid 100%. This plan includes a \$2,000,000 lifetime maximum.

Health Maintenance Organization (HMO)

There is no annual deductible for the individual and their families as long as they stay in the HMO Network. This Plan has no lifetime maximum if services are provided in Network. Out of the HMO Network the individual has total responsibility for medical expenses, except in an emergency.

High Deductible Health Plan (HDHP)

- Participation is mandatory for new hires, and nurses participating in the HDHP must remain in the HDHP.
- Prescription co-pays (\$10/\$25/\$40) apply after the deductible is satisfied.
- The deductibles shall be \$2,000 individual/\$4,000 family, and employees will be enrolled in a Health Savings Account (HSA).
- The Board's deposit to the HSA shall be made 50% in the first pay date in July and 50% in the first pay date in January.
- Board deposit to the HSA is \$1000 individual/\$2000 family.

Plan design changes in PPO and HMO as follows:

- Office visit \$30
- Specialist visit \$40
- ER \$125
- Urgent Care \$75
- Inpatient \$250
- Out-patient \$250
- Imaging \$75/\$375

3. Retired Employees

Nurses retiring on or after July 1, 1996, whose insurance coverage is uninterrupted, will be eligible to participate at their own expense in the health insurance programs in place for active employees.

Retired nurses who retired before July 1, 1996 may continue to purchase their present plan at the group rate with a maximum lifetime benefit of \$100,000 or they may choose one of the three options available to active nurses as outlined in B-2.

Effective July 1, 1998, the Board shall provide annually thereafter the sum of \$800.00 towards the nurse's retirement health insurance provided the nurse was hired prior to July 1, 1994 and remains enrolled in the group health plan of the Simsbury Public Schools, has reached age 62 and has 10 years of service. Any nurse employed July 1, 1994 and after, twelve years of service at age 62 will be required in order to be eligible to receive at retirement \$800.00 annually towards nurses health insurance.

4. Prescription Drug Benefits Program

	2018-21
Generic - Retail	\$10.00
Generic – Mail Order	\$20.00
Brand Preferred – Retail	\$25.00
Brand Preferred – Mail Order	\$50.00
Brand Non-Preferred – Retail	\$40.00
Brand Non-Preferred – Mail Order	\$80.00

The Board will implement appropriate Prescription Plan Management provisions, including Prior Authorization, Step Therapy, Quantity Limits, and Mandatory Generic Substitution.

5. Excise Tax

The Patient Protection and Affordable Care Act (“PPACA;” Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §49801 the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2018.

Should any Federal statute or regulation pertaining to IRC Section 49801 be mandated to take effect before 2021 triggering the imposition of an excise tax with respect to any of the contractually-agreed insurance plans offered hereby, the parties agree to commence mid-term negotiations in accordance with the Municipal Employees Relations Act over the provisions of the health insurance plan in light of the impact of the excise tax on plan and/or other costs. Such negotiations shall be limited solely to the distribution of payment of the excise tax to the extent that the distribution of payment constitutes a mandatory subject of negotiation, health insurance plan offerings, coverage, design and premium cost share. Other negotiated subject matters shall not be subject to this reopener provision.

6. Section 125 Language

The Board of Education will provide, as allowed under Section 125 of the Internal Revenue Code, for the pre-tax contribution of employee insurance premiums. The cost of providing this benefit would be borne by the Board of Education.

C. Dental Insurance

Effective July 1, 2018, the Board will provide a dental plan with \$1,500 annual maximum on the following cost basis: qualifying individuals may purchase coverage on an 85%/15% Board/employee shared-cost basis.

D. Long-term Disability Plan

A long-term disability income plan is available on a 50%/50% Board-employee shared-cost basis.

E. Filing and Content of Insurance Plans

Details of all insurance plans are filed in the office of the Board of Education and may be examined there during regular office hours. The actual terms and conditions of these plans shall determine the benefits for which employees may be eligible, and this Agreement will not be construed to alter these plans or grant additional benefits not provided in them.

F. Town of Simsbury - Retirement Plans

The parties hereto acknowledge the existence of an employee retirement program of the Town of Simsbury applicable to the employees employed for thirty-two and one-half (32-1/2) hours per week or more on a regular schedule. Below are descriptions of the two types of plans. Nothing herein shall be construed to alter the rights and obligations of said employees under said program. The term "earnings" used below means compensation as defined by the plan document for each plan, which is on file in the Board of Education Business Office.

1. Defined Benefit Retirement Plan

- a. Normal retirement definition is age 65 or ten years of service whichever is later.
- b. Effective July 1, 1998, vesting period is changed to provide 100% vesting after five full years of service.
- c. Early retirement allowed at age 55 with 10 years of service.
- d. Early retirement factor reduced to 4% per year.
- e. Disability benefit eliminated.
- f. Pre-retirement spouse benefit equal to 50% of accrued benefit, reduced by early retirement and contingent annuitant factor, is included for the spouse of an employee 55 or older who has ten years of service and who dies before retiring.
- g. Effective July 1, 1992, the determination of an employee's final earnings for retirement purposes shall be calculated by averaging the highest 3 years of salary for that employee.
- h. For years of service prior to July 1, 1996, the annuitant factor is 1.5%. For years of service after July 1, 1996, the annuitant factor is 2%.
- i. Simsbury School Nurses will contribute 4.5% of their earnings to the pension plan beginning in FY2015-16.

Nothing herein shall be construed to alter the rights and obligations of said employees under said program.

2. Defined Contribution Retirement Plan

Effective July 1, 2013 any new pension eligible employee will be enrolled in a defined contribution plan. The Board will contribute an amount equal to 5% of the employee's earnings to this plan, and there will be no required employee contribution. The employee's earnings will use the same definition

of compensation as in the Defined Benefit Retirement Plan.) The vesting period will be 5 years (“rolling”), with 20% of the value of the plan available after one completed year of service and an additional 20% of the value of the plan available after each completed year of service up to the 5th year.

- G. The Board will reimburse nurses annually the full malpractice insurance premium for the current malpractice insurance policy.
- H. The Board will provide a fully paid up \$5,000 life insurance policy to each nurse who retires under the Town of Simsbury Retirement Plan after ten years of service.

ARTICLE XII

HEALTH EXAMINATION

Board employees covered by this Agreement shall be required to have a complete physical examination prior to employment. Health certificates completed by the examining physician shall become part of the employee's permanent record. Waivers shall be completed by the employee to cover all old injuries as determined by examination.

ARTICLE XIII

STAFF REDUCTION

A. Procedure

Should a staff reduction become necessary, qualifications, such as job performance, total job-related experience within the Simsbury Public School System, total job-related experience outside of the Simsbury Public School System, and other important qualifications, as determined by the Superintendent of Schools or his/her designee and the Director of Health Services, shall be the governing factors. When qualifications are considered to be equal, seniority will be the governing factor. In such cases, an employee with the least seniority shall be laid off first. Laid-off permanent employees with the most seniority shall be rehired first, providing the employee recalled is qualified to fill the vacancy as determined by the Superintendent of Schools or his/her designee and the Director of Health Services. Laid-off employees will be retained on a recall list for a period not to exceed two (2) years. An employee who refuses recall or does not respond within a period of fourteen (14) calendar days shall lose all further recall rights.

B. Definition of Seniority

Seniority, according to this Agreement, shall consist of length of service with the Simsbury Board of Education. Employee's earned seniority shall not be lost because of absence due to illness or authorized leave of absence but shall not continue to earn, accrue, or accumulate during absence.

ARTICLE XIV

PROBATIONARY PERIOD

New employees will be on probation for a period of four months. During the probationary period, new employees shall be subject to layoff or discharge at the sole discretion of the Board. The probationary period may be extended for 30 days. Before the end of the probationary period, the Director of Health Services and the building administration will evaluate all new hires.

DURATION

This Agreement, covering school nursing personnel, shall be effective as of July 1, 2018, and shall remain in force and effect until the 30th day of June, 2021.

SIMSBURY SCHOOL NURSES ASSOCIATION

SIMSBURY BOARD OF EDUCATION

By: _____

Patricia Warner
Elected Representative

By: _____

Tara Willerup
Chairman