

AGREEMENT

BETWEEN

NEWTOWN BOARD OF EDUCATION

AND

NEWTOWN PUBLIC SCHOOL NURSES

**LOCAL 1303 of COUNCIL 4
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES**

JULY 1, 2021 - JUNE 30, 2024

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AGREEMENT

This agreement is made and entered into between the NEWTOWN BOARD OF EDUCATION (hereinafter referred to as the "Board") and UNION LOCAL 1303 OF COUNCIL 4, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (hereinafter referred to as the "Union").

Article 1 Recognition

1.1 The Board recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other conditions or employment for all school nurses employed by the Board excluding nurse substitutes, the school health nurse supervisor, temporary nurses (defined as working 65 days or less), and all other employees of the Board not specifically included in the unit.

Article 2 Board Rights

2.1 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. 10-220 and the following:

- a) To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.
- b) To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices, or procedures.
- c) To discontinue processes or operations or to discontinue their performance by employees.
- d) To select and to determine the number and types of employees required to perform the Board's operations, and to create, modify and/or eliminate positions accordingly.
- e) To employ, transfer, promote or demote employees, or to lay off, furlough, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
- f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of

the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. Nothing in the preceding sentence shall be construed to prevent the Board from taking disciplinary action against an employee for conduct not prohibited by a specific rule or regulation if the employee should reasonably have known that such conduct was improper.

- g) To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rates.
- h) To determine the work year, work day and work schedules for employees.

Article 3 Saving Clause

3.1 If any provision of this agreement is, or shall at any time be, found contrary to law, then that provision shall not be applicable except to the extent permitted by law and the Board and the Union shall jointly consider the effect of such a finding and determine what, if any, future action may be required. During this period all other provisions shall continue in effect.

Article 4 Work Year

4.1 The work year shall be one hundred eighty-six (186) days. Subject to prior approval by the Nursing Supervisor, a nurse may work up to two (2) additional days beyond the 186-day work year in order to perform job duties that cannot be performed during the 186-day work year. Any further additional work days beyond such two (2) days shall require the prior approval by the Superintendent. The Board shall compensate the nurse at the rate of 1/186 of the nurse's salary (pro-rated for partial days) for each additional day worked in accordance with the provisions of this section.

Article 5 Work Day

5.1 The regular workday shall be eight (8) hours for full-time nurses. However, in recognition of the professional, salaried nature of school nurse positions, the parties acknowledge that employees' professional responsibilities will sometimes extend beyond the regular workday. Part-time positions shall be as established by the Board. Subject to the approval of the superintendent and the principal, and amendment by the Board, the nursing supervisor will establish the work schedule for the nurse in each building.

5.2 The Board will use its best reasonable efforts to provide each full-time nurse with a total of thirty (30) minutes for lunch and/or other break time per day (as part of the paid work day), with the understanding that emergencies or educational/operational concerns may sometimes prevent such breaks. Nurses will remain in the building and be accessible during such breaks, in order to address emergencies or other pressing concerns.

Article 6
Sick Leave & Other Disability Leaves

6.1 Nurses shall receive at the beginning of each school year 15 days per year (pro-rated for the first year of employment if a nurse begins employment after the start of the school year) until a total of 150 days is reached. Any nurse who is regularly scheduled to work fewer than twenty (20) hours per week shall be credited with sick leave on a pro-rated basis, based on the length of the part-time nurse's regular work day.

Employees shall be entitled to use three (3) sick days each school year in the event of serious illness for the employee's spouse, child or parent.

6.2 Nurses shall be paid full salary (less amount of any worker's compensation payment) for absence from school for personal injury caused by an accident arising out of, or in the course of, employment for a period up to 150 days from the date of the injury, if medically warranted, without loss of, or charges against, her/his annual or accumulated sick leave. This provision shall also apply for any absence caused as a result of exposure to specified communicable diseases. In such case, the 150-day limit shall not apply. Diseases specified are HIV infection, AIDS, mononucleosis, hepatitis, meningitis, legionnaire's disease, pneumonia, tuberculosis, and shingles.

6.3 Upon approval by the Board, leave of absence without pay shall be granted to a nurse for disability due to medical or other extenuating circumstance for a period of up to one calendar year.

6.4 All insurance benefits to which the nurse is entitled shall remain in effect during any portion of a leave of absence in which the nurse receives sick leave benefits. The right to prepay the Board for cost of such coverage shall be allowed if the nurse is not entitled to receive such sick leave benefits for any period of approved leave.

Article 7
Personal Days

7.1 Five personal days shall be allowed with pay each year for personal, legal, religious, business or family matters, i.e., birth of a child, marriage, serious illness in the household or immediate family, that requires the absence of the nurse during school hours. These personal days shall be in addition to any sick leave accumulated. It is expressly agreed that such leaves are not to be for extension of vacation periods, recreation, or holidays. Any nurse who is regularly scheduled to work fewer than twenty (20) hours per week shall be credited with personal leave on a pro-rated basis, based on the length of the part-time nurse's regular work day.

7.2 Nurses shall be granted leave with full pay for a period of five days following a death in the household or immediate family. Immediate family members shall be defined as parents, foster parents, guardians, brothers, sisters, mother-in-law, father-in-law, spouse, children, stepchildren, or grandchildren. Three days will be granted for brothers-in-law or sisters-in law

and grandparents. In special cases, allowance may be made by the superintendent or his designee.

7.3 Notification of such leave shall be made, in writing, to the principal at least 24 hours before taking such leave (except in the case of emergencies) and the nurse shall state the reason for taking such leave as set forth in 7.1).

7.4 For leaves of absence other than those covered by any portion of this agreement, the rate of deduction from the nurse's salary shall be the per diem rate of the year's basic salary.

Article 8 Health Insurance

8.1 A. The following High Deductible Health Plan shall be the sole health insurance plan:

| HDHP | | |
|--|---|--|
| Cost Shares Provisions | In-Network | Out-of Network (OON) |
| Annual Deductible (individual/aggregate family) | \$2,250/\$4,500 | |
| Medical Cost Share | 0%/100% (no member copays or coinsurance) | 20/80% after deductible, up to co-insurance maximum |
| Prescription Drug Coverage | Subject to deductible then: \$10 Generic, \$30 Preferred Brand, and \$50 Non-Preferred Brand, up to co-insurance maximum | 20/80% after deductible, up to co-insurance maximum |
| Coinsurance Maximum | \$0 Medical \$1,000/2,000 RX (Includes In-Network Post Ded. RX Copays) | \$2,250/4,500 (Includes OON Medical and OON RX Coinsurance) |
| Annual Combined In and Out of Network Out-of-Pocket Maximum ⁽¹⁾ | \$5,500 individual coverage/\$11,000 family coverage (includes deductible and in-network and out-of-network cost shares) | |
| Lifetime Maximum | Unlimited | Unlimited |
| Preventive Care | Deductible not applicable | 20% after deductible, subject to co-insurance limits |

(1) Note: If a participant incurs no out-of-network services after the deductible the total Out-of-Pocket Max would be limited to \$3,250/\$6,500.

Following exhaustion of the applicable deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/30/50.

The Board will fund forty-five percent (45%) of the applicable HSA deductible (with pro-rated funding of the deductible for employees who are hired after commencement of the insurance plan year). The Board shall deposit one-half of its contribution into the employee’s HSA in September and the remaining one-half of its contribution of its contribution in January.

The parties acknowledge that the Board’s contribution toward the funding of the HSA plan 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 nurses. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

Wellness Incentive: The HSA plan set forth in this Article shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to patients so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. The wellness program will include preventive physical examinations. If the employee and the employee’s spouse (if applicable) complete one preventive physical examination during the term of the contract, the Board will make a one-time contribution into the employee’s HSA, in the following amounts, as applicable:

Individual coverage: \$100
 Family coverage: \$200

For the purposes of this paragraph, the measurement period for completing the physical examination will be the calendar year. The Board will make its additional HSA contributions on or about the July 1st following completion of the calendar year during which the physical exams are completed.

A Health Reimbursement Account (“HRA”) shall be made available for any employee who is precluded from participating in a Health Savings Account (“HSA”) because the employee receives Medicare and/or veterans’ benefits. The annual maximum reimbursement by the Board for employees participating in the HRA shall not exceed the dollar amount of the Board’s annual HSA contribution for employees enrolled in the HSA.

8.1 B. Employees shall contribute towards the expenses of group medical and dental insurance coverage for each full-time employee, spouse and children as follows:

| | Effective July 1, 2021 | Effective July 1, 2022 | Effective July 1, 2023 |
|--------|---------------------------|---------------------------|---------------------------|
| HSA | 19.0% | 20.0% | 21.5% |
| Dental | 21.5% | 21.5% | 21.5% |

The Board shall pay the remaining cost. Premium contributions will be deducted in equal payments as a regular part of the bi-weekly payroll program and subject to an IRC Section 125 Plan.

Employees must work thirty (30) hours or more per week to be eligible for medical and must complete six months employment prior to enrollment in the dental plan.

8.2 The Board may change insurance carriers at any time during the term of this agreement provided the Union receives prior notification and provided all benefits and services supplied by a new carrier shall be comparable to all benefits and services supplied by the former carrier. If the Union does not agree that the benefits and services are comparable, the Union may forward the matter through the Grievance and Arbitration process under this agreement. Should this occur, the Board will not implement this change of carrier until the arbitrator has made a ruling.

8.3 The employee's option to cancel coverage or to reinstate coverage may be made during an open enrollment period, for a minimum of 20 calendar days, established annually by the Board in May or June. In addition, the option to reinstate coverage may be made upon a qualified change in family status, such as marriage, divorce, birth of a child, spousal benefit coverage loss, etc.

8.4 For all purposes under this Article, a dependent child shall be as defined under applicable law.

8.5 The medical benefits will provide unlimited coverage for in-network services and a \$1,000,000 maximum lifetime benefit for out-of-network.

8.6 The Board shall maintain a "Section 125" salary reduction agreement that shall be designed to permit exclusion from taxable income of the employee's share of health insurance premiums. The Board makes no representations or guarantees as to the initial or continued viability of such a salary reduction agreement and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions.

8.7 In the event the total cost of a group health plan offered under this Agreement triggers an excise tax under Internal Revenue Code §49801 ("Cadillac" tax), or any other State or Federal Law, the Parties agree to a reopener limited to alternatives to address the impact of the Cadillac Tax.

Article 9

Life Insurance

9.1 Life insurance and accidental death and dismemberment benefits in the amount of \$100,000 will be provided and paid for by the Board for all full-time employees, and \$50,000 for part-time employees working at least 17.5 hours per week on a regular schedule.

Article 10
Indemnification

10.1 The Board agrees to provide indemnification to nurses in accordance with Section 10-235 of the Connecticut General Statutes.

Article 11
Employment of Nurses

11.1 All registered, professional school nurses employed full-time or part-time by the Newtown Schools shall be licensed registered nurses in the State of Connecticut. Starting compensation will be determined by the Board based on education, applicable experience, and existing salary structures. Further, members of the nursing staff will be given full consideration prior to filling any new or vacated position for which they are qualified. Nurses will be responsible to the Director of Pupil Services, School Health Nurse Supervisor and the principal of the school(s) in which they are performing their work.

11.2 When the Board decides to fill a vacancy or new position within the nurses' bargaining unit, it shall post notice of the vacancy or new position on the district's website for a period of five (5) days. Such notification shall indicate that interested candidates shall apply for the position using the district's electronic process. The Board shall also notify the President of the Union or designee regarding such postings by email at the time of such postings.

Article 12
Seniority

12.1 Seniority shall mean the total length of continuous employment as a school nurse with the Board. A break in service due to an approved paid or unpaid leave of up to one year will not constitute a break in continuous employment. However, the time on unpaid leave will not be credited as part of the total length of employment.

12.2 Whenever a position is eliminated, or has the hours of work reduced, the affected employee in said position shall have the right to displace the least senior employee in the same classification with the same hours or less as long as the employee has the skills and ability to perform the work. Final move is subject to the superintendent's approval.

12.3 Employees laid off shall be placed on a recall list and shall have recall rights for the next vacancy for up to eighteen (18) months after their layoff.

12.4 If a bargaining unit employee is laid off and is recalled within the recall period set forth in Section 12.3 above, the employee will be given seniority credit for the period of employment prior to the layoff. If an employee is rehired after the expiration of the recall period, the employee will be hired as a new employee and will not be given seniority credit for the period of employment prior to the layoff.

12.5 The Board shall not fill any vacancy from outside until all qualified nurses on the recall

list have been given the opportunity to fill the position. A nurse on the recall list who is notified of a recall opportunity shall accept or reject the appointment in writing within five (5) calendar days after receipt of notification. If the nurse rejects the appointment offer or does not respond within five (5) calendar days after receipt of such notification, the name of the nurse shall be removed from the recall list.

12.6 On or about December 1 of each year, the Board shall supply the Union with a seniority list inclusive of names, date of hire and home address for each bargaining unit member.

Article 13 Case Load

13.1 A reasonable attempt will be made by the administration to conform to State recommendations.

Article 14 Clerical Help

14.1 Periodic clerical help will be provided for nurses whenever possible.

Article 15 Travel

15.1 All nurses, full-time or part-time, who are required by assignment to travel between schools shall be reimbursed at the published IRS rate.

Article 16 Maternity Leave

16.1 Maternity leave shall be granted to the nurses in accordance with the Family And Medical Leave Act (FMLA), if applicable.

Article 17 Jury Duty

17.1 Any nurse who is called for jury duty shall receive the necessary leave to fulfill her/his legal obligations. This leave shall not be deducted from sick leave. The nurse shall receive a rate of pay equal to the difference between her/his applicable salary and the jury duty salary.

The employee called for jury duty shall notify the superintendent in writing as soon as the employee has received either (a) a notice from the court indicating that she/he has been selected for service on the jury panel, or (b) notice to appear in court for service on the jury panel.

Article 18 Workshops

18.1 Upon request in writing from a nurse, the superintendent may grant workshop or conference leaves to nurses without loss of pay.

18.2 When a nurse is requested by the Nursing Supervisor and/or the Director of Pupil Services to attend a workshop that is considered to be an integral part of the district's goals on a non-work day, the nurse will receive \$150 per day, pro-rated for less than six (6) hours for their attendance.

Article 19 Grievance Procedure

19.1 A "grievance" is a claim based upon the interpretation, meaning, or application of any of the provisions of this agreement or claim based on the discriminatory application of written personnel policies relative to employment, a copy of which is on file in each school office.

19.2 A "grievant" is a person or persons making the claim. If a grievance affects a group of members of Local 1303, Council 4, a member or members of Local 1303, Council 4 may submit such grievance in writing directly to the superintendent and the grievance process will begin at Level Two, provided the written grievance is submitted to the superintendent 15 days following the event or condition on which the grievance is based. The grievance shall not be processed to a higher level unless at least one member of Local 1303, Council 4 submits the grievance in writing and in accordance with Sections 19.9, 19.10, and 19.11.

19.3 A "party of interest" is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.

19.4 "Superintendent" for the purpose of this section shall mean and include the superintendent and/or his/her designee.

19.5 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solution to the grievances that from time-to-time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

19.6 Nothing herein contained shall be construed limiting the right of any nurse having a grievance to discuss the matter informally with any appropriate member of administration.

19.7 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. As used in this Article, "days" shall mean days when school is in session, provided that during the summer months when school is not in session, "days" shall then mean calendar

days other than Saturdays, Sundays and holidays.

19.8 Level One — Principal or Immediate Supervisor

19.8.1 Within fifteen (15) days following the event or condition on which the grievance is based, a grievant with a grievance shall first discuss it with her/his principal or immediate supervisor (and a representative of the Union if the grievant so desires) with the objective of resolving the matter informally. The principal or immediate supervisor shall give the grievant a written response within five days.

19.9 Level Two — Superintendent of Schools

19.9.1 In the event that the grievant is not satisfied with the disposition of the grievance at Level One, she/he may file a written grievance with the superintendent within five (5) days after the written response at Level One.

19.9.2 Within ten (10) days after receipt of the written grievance, the superintendent shall meet with the grievant (and a representative of the Union if the grievant so desires) in an effort to resolve it. The grievant should be given a written response to her/his grievance within ten (10) days after such meeting, such response to be signed by the superintendent and constitute the superintendent's decision on the grievance.

19.10 Level Three — The Board of Education

19.10.1 In the event that the grievant is not satisfied with the disposition of the grievance at Level Two, she/he may submit such written grievance to the Board within fifteen (15) days after the meeting at Level Two. Within twenty (20) days after receiving the written grievance, the Board shall meet with the grievant (and a representative of the Union if the grievant so desires) for the purpose of resolving the grievance. The decision on the grievance at Level Three shall be rendered by the Board within ten (10) days after such meeting.

19.11 Level Four — Binding Arbitration

19.11.1 If the decision of the Board does not resolve the grievance, the Union may submit such grievance to final and binding arbitration in accordance with the provisions set forth below, including but not limited to section 19.11.3.

19.11.2 Notice of intention to submit to arbitration under section 19.11.1 above must be in writing addressed to the Superintendent of Schools. The submission to arbitration must be made not later than thirty (30) days following receipt of the Board's decision.

19.11.3 In cases involving the discharge of a nurse, the hearing shall be promptly held before an arbitrator to be mutually selected by the parties.

In all other cases, the Board shall have the option to select either the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association to hear the grievance. If

the Board wishes to select the American Arbitration Association to hear the grievance, it shall so notify the Union, in writing, within ten (10) working days of receipt of the Union's written notice of intent to proceed to arbitration. In the event that the Board does not so notify the Union within such time period, the Board shall thereby waive its right to select the American Arbitration Association to hear the grievance. Not later than ten (10) days after receipt of notice from the Board designating its selection of an arbitration agency, or, in the event no such notice is received, within ten (10) days after the period for providing such notice has expired, the Union shall file for arbitration with the appropriate arbitration agency, with a copy to the Superintendent of Schools or his/her designee. The parties shall share the arbitration filing fee equally. For any case in which the Board exercises the option to have the American Arbitration Association hear the grievance, the Board shall pay the arbitrator's per diem fees.

19.11.4 The arbitrator shall have no power to add to, delete from, or modify in any way any of the provisions of the agreement.

19.11.5 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.

19.11.6 If the grievant fails at any level to appeal a grievance to the next level within specified time limits, the grievance shall be waived. Failure of the Board at any level to comply with the time limits regarding responding to a grievance shall permit the grievant to appeal the grievance to the next level.

Article 20 Discipline

20.1 All disciplinary action shall be applied in a fair manner and shall not be incongruous to the infraction for which the disciplinary action is being applied. All disciplinary action may be appealed through established grievance procedures.

Article 21 Non-Discrimination

21.1 The Board and the Union agree that there shall be no discrimination against any nurse because of age, race, creed, color, religion, sex, nationality, marital status, disability, ancestry, genetic information, sexual orientation or gender identity or expression or membership or non-membership in the Union.

Article 22 Payroll Deductions

22.1 The Board agrees to deduct from the pay of all its employees who voluntarily authorize such deductions from their wages such membership dues, initiation fees and reinstatement fees as may be fixed by the Union.

22.2 The Union dues deduction shall be made equally over 22 pay periods.

22.3 Dues deducted shall be remitted to the financial officer of Council 4 together with the list of employees from whose wages such deductions have been made. The Board shall make every effort to remit these no later than 15 days following said deduction.

22.4 The Union agrees to indemnify and hold the Board harmless against any and all claims, demands, suits, or other forms of liability that shall, or may, arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this Article.

22.5 The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union agrees to indemnify and hold the Board harmless against any and all claims, demands, suits, or other forms of liability that shall, or may, arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this section.

Article 23 Labor-Management

To help achieve and promote a harmonious relationship and effective communication, the Union and the Board agree to meet periodically to discuss matters of mutual concern. Such meetings will be carried out by the Superintendent of Schools and the President of the Union (or designee) on a quarterly basis. The President of the Union (or designee) will be responsible for disseminating the information from these meetings to the members of the bargaining unit. The President of the Union (or designee) shall have the ability to attend such meetings without loss of pay.

Article 24
Salary Schedules

24.1 The salary schedule is as follows:

| GWI: | 1.50% | Steps New-5: 1.5% Step 6: 2.0% | Steps New-5: 1.5% Step 6: 2.0% |
|----------|-----------------|-----------------------------------|-----------------------------------|
| | <u>7/1/2021</u> | <u>7/1/2022</u> | <u>7/1/2023</u> |
| Step | | | |
| New Hire | 59,011 | 59,896 | 60,795 |
| 1 | 61,040 | 61,956 | 62,885 |
| 2 | 63,139 | 64,086 | 65,047 |
| 3 | 65,139 | 66,116 | 67,107 |
| 4 | 67,353 | 68,364 | 69,389 |
| 5 | 70,452 | 71,509 | 72,582 |
| 6 | 73,566 | 75,038 | 76,538 |

There shall be no step movement for 2021-22. There shall be step movement for 2022-23, and 2023-24.

24.2 Employees hired before July 1, 2015 shall be entitled to an annual longevity payment made the first pay period in December based on the following years of service with the Board:

| | |
|---------|---------|
| 10 Yrs. | \$ 500 |
| 15 Yrs. | \$ 700 |
| 20 Yrs. | \$ 900 |
| 25 Yrs. | \$1,100 |

24.3 Nurses who earn a Bachelor's Degree will receive a stipend of \$250, and those who earn a Master's Degree shall receive a stipend of \$500 paid the first pay period in December.

24.4 It is understood that the salary schedule has been developed with current special procedures for children with special needs included as an expected responsibility of today's school nurse, including invasive procedures such as catheterization or ostomy care, suctioning, tube feeding and long-term intravenous intervention. While on duty, the school nurse is the first contact for all on-the-job employee injuries.

24.5 Employees shall be paid salaries, via direct deposit, in accordance with the salary schedule. Confirmation of payment shall be sent by e-mail. Employees will be paid in 26 equal consecutive payments. Salary deposits will be made bi-weekly, on alternate Fridays. When a payday falls on a bank or school holiday, the deposits will be made on the working day prior to the holiday.

**Article 25
Pension**

Employee participation in the Town of Newtown retirement plans shall be subject to the terms of such plans, as may be amended from time to time. Employees hired on or after July 1, 2017 shall only be eligible to participate in the Town's Defined Contribution Plan.

**Article 26
Summer Assignments**

Members of the bargaining unit shall be considered first for all summer assignments. Priority shall be given to the nurse and/or nurses who currently work in the school during the regular school year for such summer assignments. If the nurse and/or nurses who work in that school refuse the assignment, priority shall be given to the most senior nurse who applies for the position. If no member applies for the summer assignments, the Board shall fill such assignments with external candidates.

**Article 27
Duration**

The duration of this agreement shall be three years beginning July 1, 2021 and continuing and remaining in full force and effect to and including June 30, 2024.

THE NEWTOWN BOARD OF EDUCATION

By: Michelle Ku
Michelle Ku, Chair

7/6/21
Date

LOCAL 1303-215 OF COUNCIL 4, AFSCME, AFL-CIO

By: Ken Powell
President

7/8/21
Date

By: [Signature]
Staff Representative, Council 4, AFSCME

7/20/2021
Date