

AGREEMENT
between
BETHEL BOARD OF EDUCATION
and
SCHOOL NURSES' ASSOCIATION OF BETHEL

Through June 30, 2025

This document constitutes the agreement made and entered into by and between the **BETHEL BOARD OF EDUCATION** (hereinafter referred to as the "Board") and the **SCHOOL NURSES' ASSOCIATION OF BETHEL** (hereinafter referred to as the "Association").

ARTICLE I – RECOGNITION AND BOARD RIGHTS

Section 1.01. The Board recognizes the Association as the exclusive bargaining representative of all registered professional school nurses who are employed in full-time non-supervisory positions for the purpose of negotiations with respect to salary and other conditions of employment.

Section 1.02. Except as otherwise limited by an express provision of this Agreement, the Board reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of management and all of the rights, powers, and authority which the Board had prior to the effective date of this Agreement. Such rights include, but are not limited to, the right to determine staffing levels and composition; to subcontract work so long as no employee layoff is caused by the sub-contracting; to appoint, lay off, transfer, assign and direct personnel; to determine job content; to establish new positions and/or changes in the content of existing positions; to assign work to employees; to suspend, discharge or otherwise discipline employees; to maintain the efficiency of the department; to determine the extent to which work or employment shall be increased or reduced; to plan, direct and control departmental operations and hours; and to determine and/or change methods, processes, equipment and facilities.

ARTICLE II - PHYSICAL EXAMINATION

Section 2.01. A complete physical examination the components of which are determined by the School Medical Advisor is required before the nurse is employed and every five years thereafter.

ARTICLE III - VACANCIES

Section 3.01. School Nurse.

- a. The vacancy will be published within the system as soon as possible after the vacancy becomes known.
- b. Any nurse currently employed within the system wishing to transfer into the vacant position should request such transfer to the Coordinator of Health Services and the supervising administrator.

ARTICLE IV - WORK SCHEDULE - COMPENSATORY TIME

Section 4.01. School nurses shall work the school year plus three (3) days plus twenty-four (24) hours (exclusive of summer school) to be worked at the school during summer break and recorded on a time sheet submitted by the nurse to the school's main office for delivery to the Coordinator of Health Services. The Coordinator of Health Services may also approve up to six (6) additional hours of work during summer break. These additional summer hours must be approved in advance and recorded on a time sheet. Work days for the nurses shall include all days school is in session. The work day for school nurses shall begin fifteen (15) minutes prior

to the start of the school day and may end fifteen (15) minutes after student dismissal (if school day at any school is lengthened beyond 6 hours and 35 minutes, dismissal wrap around time shall be adjusted to ensure equity of length of work day across buildings), provided the nurses' responsibilities have been met and on early dismissal days due to inclement weather, nurses may leave once the last school bus has left the school. If the nurse's attendance is requested at a P.P. T., staff or other meeting prior to, or after school, the nurse shall fulfill this obligation as part of the requirements of the position. If professional development is planned for the nurses to attend, and sixty (60) days notice given, on an early release day, then nurses will be required to attend this training as part of the requirements of this position. If the regular school day for students exceeds six (6) hours and thirty-five (35) minutes, this Agreement shall be reopened and the Board and the Association shall meet to negotiate the impact of the school day extension on the nurses' work day.

Section 4.02. Any request for the services of a nurse outside her assigned school during normal work hours shall be coordinated through the Coordinator of Health Services.

Section 4.03. For summer school nursing work outside of the nurse's regular work year, for which the nurse volunteers and to which the nurse is assigned, the nurse shall be paid \$49.37 per hour in 2022-23, \$50.49 in 2023-24 and \$51.62 per hour in 2024-25 with a one hour minimum.

Section 4.04. Nurses whose assignment will change for the following school year shall be provided with advanced notice and administration shall explain the reasons for the change in assignment. Written notice of a change in assignment shall be given to the nurse as soon as feasible and, under normal circumstances, not later than June 1st.

ARTICLE V - HOLIDAYS

Section 5.01. Nurses shall be entitled to twelve (12) paid holidays as designated on the school calendar. If less than twelve (12) holidays are designated, nurses shall be entitled to paid holidays to make up the difference, the remainder to be scheduled with the approval of the Coordinator of Health Services.

ARTICLE VI - EMERGENCY DAYS

Section 6.01. Nurses shall be entitled to two (2) emergency days per year with full pay. An "emergency day" is hereby defined as a day of absence which is necessitated by any of the following events which prevents the employee from reporting to work as scheduled:

- a. Marriage of self or children or of parents, siblings or siblings of spouse where attendance at ceremony requires absence of employee from school.
- b. Serious illness of the employee's spouse, child, or other member of the employee's immediate household for whose care the employee is responsible.
- c. High School or College graduation exercises for graduation of self, spouse, son, daughter, or siblings where attendance at ceremony requires absence of employee from school.
- d. Birth or adoption of employee's child, requiring absence of employee from school.

- e. Death of a relative (other than as outlined in Funeral Leave) requiring absence of employee from school.
- f. Handling of legal matters requiring absence of employee from school.
- g. Other emergency reasons approved by the Superintendent.

Section 6.02. Permission for emergency days must be requested in writing setting forth the reasons therefore, and must be submitted to the Coordinator of Health Services (or, in the case of Subsection g., to the Superintendent) at least 24 hours prior to the requested use. If the emergency is so urgent as to make 24 hours notice impossible, the request shall be made orally as soon as practicable, either in person or by telephone, to the Coordinator of Health Services or Superintendent, and must later be confirmed in writing. Administration may require documentation in support of the request. Permission to use an emergency day or days shall be granted or denied on the basis of necessity as determined by the Coordinator of Health Services or Superintendent in response to each individual request.

Section 6.03. Nurses shall be entitled to one (1) personal day per year with full pay. A "personal day" is hereby defined as a day of absence which is necessitated by compelling personal business which prevents the employee from reporting to work as scheduled. The day may be taken at the discretion of the employee, with notice to the Coordinator of Health Services at least twenty-four (24) hours prior to the requested use. It is expressly agreed that this day shall not be used for extension of vacation periods, recreation or holidays.

ARTICLE VII - SICK LEAVE

Section 7.01. Nurses shall be entitled to sick leave with full pay for a maximum of fifteen (15) working days in each year. Unused sick leave shall be accumulated from year to year up to one hundred eighty-five (185) days. Documentation from a doctor must be provided to the Human Resource Department beginning the fourth consecutive sick day to excuse the absence. Documentation allowing a return to work from a doctor must be submitted to the Human Resource Department after an absence of more than five consecutive days for sickness or injury.

Section 7.02. Any nurse who is absent from work as a result of injury or illness arising out of and in the course of her employment, and who is eligible for and receiving compensation under the Workers' Compensation Laws of the State of Connecticut, may (at the nurse's option) receive the difference between their base net salary at the time of the disablement and the workers' compensation payment as long as the nurse is receiving Temporary Total Disability benefits and provided the employee has accumulated sick leave which shall be charged on a pro rata basis at the rate of one-third (1/3) day for each day of payment.

Section 7.03. The Board agrees to provide a group Long Term Disability Insurance Program which shall cover employees who are totally and permanently disabled with. The benefit, which shall be fifty percent of normal base pay to a maximum of \$4,000 per month, shall be payable after absence of one hundred eighty calendar days and shall continue so long as the employee remains disabled and under the care of a licensed physician and up to the employee's sixty- fifth birthday. The amount of the benefit shall be offset by Workers' Compensation, Social Security, salary payments and other disability or pension benefits paid by an employer sponsored program.

For the purpose of this plan, permanent disability is defined as the physical inability to perform any and every duty pertaining to employee's occupation or the complete inability of the employee to engage in any and every occupation or employment for wage or profit for which the employee is fitted by training, education or experience. The insurance company makes the determination of disability and eligibility for coverage.

ARTICLE VIII - OTHER LEAVES OF ABSENCE

Section 8.01. Funeral Leave.

- a. Absence due to the death of a spouse, parent, parent-in-law, child, brother, sister or step-child shall be permitted with compensation and without deduction from sick leave. Such absence shall not exceed five (5) days.
- b. Three (3) days of absence shall be allowed for the death of a grandparent or grandchild.
- c. One (1) day of absence shall be allowed for the death of an uncle, aunt, nephew, niece, first cousin, brother-in-law or sister-in-law.
- d. In exceptional cases, additional time may be granted by the Superintendent of Schools.

Section 8.02. Pregnancy and Childrearing Leave.

- a. Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from shall be treated as temporary illness for all job related purposes. Policies involving commencement and duration of leave, the availability of seniority and other benefits and privileges, protection under health insurance plans, and payment of sick leave shall be applied to disability due to conditions of pregnancy on the same terms and conditions as they are applied to illness.
- b. The length of a nurse's disability due to conditions of pregnancy shall be determined by the nurse's physician and the nurse shall provide her physician's determination to the Superintendent's office as soon as it is available. Said physician shall specify the time period he expects the nurse to be unable to work due to the conditions of pregnancy, setting forth the date the nurse will have to cease working and the date the nurse may be expected to be able to return to work.
- c. Childrearing leave shall be treated as a leave of absence without pay in accordance with Section 8.05 of this Article.

Section 8.03. Jury Duty. Any nurse who is called for jury duty shall receive the necessary leave to fulfill this civic obligation. This leave shall not be deducted from sick leave or from personal days or from vacation time. Such nurse shall receive a rate of pay equal to the difference between the regular salary and the jury fee.

Section 8.04. Military Leave. Military leave shall be granted in accordance with Federal and State law.

Section 8.05. Leave of Absence Without Pay.

- a. Upon the recommendation of the Superintendent, the Board may permit nurses to take a leave of absence without pay not to exceed one (1) year in length for any valid reason as determined by the Superintendent.
- b. Any nurse granted a leave without pay shall not qualify for fringe benefits during the period of the leave. However, the nurse may continue insurance benefits at her own expense if permitted by the insurance carrier.
- c. A nurse on a leave of absence without pay shall not receive credit for the time of the leave for salary purposes.
- d. During the leave of absence without pay, seniority shall not accrue but shall be bridged upon the employee's return to work.
- e. Applications for leave under this Section shall be made at least thirty (30) days prior to the commencement of the leave requested.

Section 8.06. Notification of Date of Return from Leave. The date on which a nurse intends to return from any extended leave shall be stated on the nurse's application for leave. Said date shall be reconfirmed in writing no later than March 1st of the leave year. Failure to reconfirm shall be deemed to be a resignation.

ARTICLE IX - INSURANCE

Section 9.01. The Association shall purchase malpractice insurance for the nurses and shall be reimbursed by the Board in an amount not to exceed \$200.00 multiplied by the total number of nurses employed by the Board.

Section 9.02. Health Insurance. The Board shall provide to nurses who elect to participate and to their eligible dependents the annual option to participate in the Connecticut Partnership Plan 2.0 (CPP) or to waive medical insurance. The plan benefits shall be as set forth in the CPP effective on July 1, 2022 including any subsequent amendments or modifications made to the CPP by the State and its employee representatives. The administration of the CPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the CPP. The dental plan shall be CT Partnership Plan Option #7. Nurses shall contribute the following portion of the medical, prescription drug and dental insurance premiums through payroll deduction.

2022-2023:	20%
2023-2024:	20.5%
2024-2025:	21%

If there is an unanticipated and significant change with regard to health insurance (e.g. statutory changes regarding the CPP pooling provision, unanticipated application of Cadillac Tax, but not current features of CPP such as plan design, network, managed care), either party may require negotiations to address such unanticipated and significant change through reopener negotiations.

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 the Municipal Employee Relations Act ("MERA"). During such mid-term negotiations, the parties will reopen Article IX of the contract for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

- a. The Board shall maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the employees' 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. So long as the Board makes a good faith effort to comply with this paragraph, neither the Association nor any nurse covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom. This waiver on the part of the Association shall not extend to acts which may be committed by the Board or its agent(s) other than the furtherance of the I.R.C. Section 125 plan.
- b. Change of Carriers. The Board reserves the right to change plan administrators or insurance carriers or to self-insure or fully insure, provided that the new coverage is comparable to the coverage in place prior to the move to the CT Partnership Plan (the HDHP/HSA Plan). Prior to making such change, the Board will consult with and explain the changes to the Association.
- c. The Board shall provide each employee who retires and is eligible to receive an immediate monthly pension benefit from the Town Pension Plan the opportunity to continue coverage under the Board's medical group insurance plans, provided the retired employee pays to the Board the COBRA cost of such premium in a timely manner. The opportunity to continue coverage shall extend from the date of retirement to the date on which the retired employee reaches age of eligibility for Medicare, provided there has been no break in coverage due to failure to elect coverage upon retirement or lapsed monthly premium payments.

Section 9.03. Nurses shall be covered by a Life and Accidental Death and Dismemberment Insurance Policy equal to two times the annual salary rounded to the nearest whole thousand; copies of said policies are available for inspection at the office of the Superintendent. A copy of said policy shall be distributed to each employee.

ARTICLE X - ANNUITY AND RETIREMENT

Section 10.01. Nurses are eligible to sign up at the Central Office of the Board for a Board-sponsored tax-sheltered annuity plan at their own expense.

Section 10.02. Nurses hired before July 1, 2010 shall be covered by the Pension Plan as adopted by the Town of Bethel. Effective July 1, 2016, nurses shall contribute 6% of their annual salary to the Plan through payroll deduction. A copy of the amended Plan will be made available to the nurses. Full time employees hired before July 1, 2010 shall not have their retirement benefit under the Town of Bethel's Defined Benefit Plan reduced by 20% upon

attainment of social security normal retirement age (SSNRA). The Bethel Board of Education's Defined Contribution/Deferred Compensation Plan shall be the pension program for employees hired on or after July 1, 2010.

Section 10.03. Upon retirement, provided the employee has completed fifteen or more years of full-time service with this district as a school nurse, said employee shall receive \$150 times each year of full-time service.

ARTICLE XI - TRANSPORTATION

Section 11.01. Nurses who use their own vehicles for business transportation outside of Bethel or to St. Mary's School, while on duty, shall be compensated at the rate per mile established by current Board policy.

ARTICLE XII - SALARY

Section 12.01. Employees shall be paid in accordance with the salary schedule set forth in Appendix A which is attached to and made a part of this Agreement. However, annual salary increases for each individual nurse are subject to satisfactory job performance as determined by the Coordinator of Health Services. In any case of less than satisfactory performance, all or a portion of the annual increase may be withheld at the discretion of the Coordinator of Health Services.

Section 12.02. The amount of wages to be withheld for each day of any unpaid absence shall be computed by dividing the annual salary by the total number of days for which the nurse is to be paid including holidays (the "per diem rate"). In the event the Board increases or reduces the school year from its current 181 day schedule, the annual salary will be increased or reduced accordingly using the per diem rate.

Section 12.03. Nurses who have completed ten (10) years of continuous service as employees of the Bethel Board of Education as of September 1st shall receive an annual longevity payment of two hundred fifty dollars (\$250) added to the annual salary. This annual payment shall be increased to five hundred dollars (\$500) for the years following the nurse's completion of fifteen (15) years of continuous service as of September 1st. An approved leave shall not count as accrued time in qualifying for a longevity payment provided, however, that the continuity of employment shall not be considered broken by an approved leave. Nurses hired after July 1, 2010 shall not be eligible to receive longevity payments.

ARTICLE XIII - SENIORITY

Section 13.01. The length of service within the system shall define seniority and shall be computed from the date of beginning work within the system. Seniority shall be used to determine layoff for lack of work and recall to work after such a layoff. Seniority will be lost by discharge for cause or by voluntary termination of employment. Seniority shall be bridged for any employee who, after layoff, is recalled to work within the recall period.

Section 13.02. Laid off nurses shall have recall rights for a period of twelve (12) months from the date of layoff or for the length of seniority, whichever is less. Nurses shall be recalled in accordance with their seniority. Nurses on the recall list must provide the Human Resources

Office with their contact information which shall be used for notification of recall. Any nurse who fails to respond to notice of recall within one week of receipt of such notice, or who refuses recall, shall lose all further recall rights. No new nurse shall be hired to fill a position for which a laid off nurse with recall rights is qualified and able to perform.

ARTICLE XIV - TERMINATION

Section 14.01. A nurse is to give the Board at least thirty (30) calendar days notice of intention to resign, provided that a nurse who is not returning in the next school year shall give notice to the Coordinator of Health Services no later than the end of the current school year. In the event of a layoff, the Board shall give the nurse at least thirty (30) calendar days notice.

ARTICLE XV - COMPLAINT PROCEDURE

Section 15.01. Application. This Complaint Procedure is applicable to complaints by a school nurse (or nurses) about the application of the terms and provisions of this Agreement.

Section 15.02. Procedure.

- a. **Step 1.** If a nurse wishes to complain about the application of this Agreement, she shall discuss the matter with the Coordinator of Health Services within five (5) days of the date on which the event giving rise to the complaint occurred.
- b. **Step 2.** If the matter is not resolved to the nurse's satisfaction by the Coordinator of Health Services, the nurse may submit the complaint in writing to the Coordinator of Health Services within ten (10) days of the date on which the event giving rise to the complaint occurred. The Coordinator of Health Services shall investigate the complaint and shall respond in writing to the complaint within ten (10) days of the date the complaint was received.
- c. **Step 3.** If the Coordinator of Health Services does not reply in writing to the nurse, or if the nurse is not satisfied with the decision of the Coordinator of Health Services, then the nurse may submit the complaint in writing to the Director of Special Education within five (5) days of the date on which the Coordinator of Health Services' response was due. The Director of Special Education shall meet with the nurse to discuss the complaint and shall respond in writing to the complaint within ten (10) days of the date the complaint was received.
- d. **Step 4.** If the Director of Special Education does not reply in writing to the nurse, or if the nurse is not satisfied with the decision of the Director of Special Education, then the nurse may submit the complaint in writing to the Superintendent of Schools or, when appropriate, to the Medical Director with a copy to the Superintendent of Schools, within five (5) days of the date on which the Director of Special Education's response was due. The Superintendent of Schools or the Medical Director shall meet with the nurse to discuss the complaint and shall respond in writing to the complaint within fifteen (15) days of the date the complaint was received. The decision of the Superintendent of Schools or the Medical Director shall be final.

Section 15.03. Time Limits. As used herein, the term "days" shall mean days the Board's

Central Office is open for business. Any time limits within this complaint procedure may be extended by mutual agreement, in writing, signed by the nurse and the Board's representative at the then applicable step of the complaint procedure.

Section 15.04. Abandonment of Complaint. If a complaint is not timely submitted to a higher step of the complaint procedure, it shall be deemed settled on the basis of the Board representative's response in the last step considered.

ARTICLE XVI - SAVINGS CLAUSE

Section 16.01. If any portion of this Agreement is declared invalid for any reason, including but not limited to by agreement, statute, case law or legal process, then such specific Article, Section, or portion specified to be invalid shall be deleted but the remainder of the Agreement shall remain in full force and effect.

ARTICLE XVII - DURATION

Section 17.01. The provisions of this Agreement shall be effective on signing and shall continue and remain in effect until June 30, 2025, and then and thereafter be renewed from year to year unless either party shall give written notice to the other party at least one hundred twenty (120) days prior to such expiration date of a desire to amend or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto cause this instrument to be executed and signed by their mutually authorized officers or representatives on the dates indicated below.

BETHEL BOARD OF EDUCATION

**SCHOOL NURSES' ASSOCIATION
OF BETHEL**

Melanie P. O'Brien
Chairman

06/21/2022
Date

Christopher G. Cruz, RN
President

06/17/2022
Date

APPENDIX A

SALARY SCHEDULE

	Effective <u>July 1, 2022</u>	Effective <u>July 1, 2023</u>	Effective <u>July 1, 2024</u>
School Nurse	\$62,159	\$63,558	\$64,988
Increases are:	2.50%	2.25%	2.25%

NCSN

Any nurse who has qualified for and maintains current NCSN certification by the National Board for Certification of School Nurses (NBCSN) through initial examination and continuing education as required by the NBCSN shall receive an annual stipend of \$1,000. To assist in the attainment of NCSN certification the Board shall pay half of the cost of the initial examination fee.

