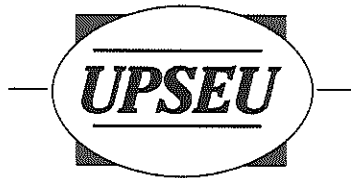


**COLLECTIVE BARGAINING
AGREEMENT**

By and Between

ENFIELD BOARD OF EDUCATION

and the



UNITED PUBLIC SERVICE EMPLOYEES UNION (UPSEU)

ENFIELD SCHOOL NURSES' ASSOCIATION

Local 424 – Unit 125

July 1, 2020 through June 30, 2024

RECEIVED
ENFIELD TOWN CLERK
2021 APR 20 PM 4:17

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
Preamble	1
Article 1 – Recognition/Definitions	1
Article 2 – Management Rights & Responsibilities of Board of Education	1
Article 3 – Amendments to Contract	2
Article 4 – General Provisions	2
Article 5 – New Hires & Dues Checkoff	2
Article 6 – Non-Discrimination	3
Article 7 – Work Year & Hours of Work	3
Article 8 – Summer School	4
Article 9 – Evaluations	5
Article 10 – Malpractice Insurance	6
Article 11 – Professional Rights & Privileges	6
Article 12 – Reduction of Nursing Staff	8
Article 13 – Association/Union Representation	10
Article 14 – Discharge and Discipline	10
Article 15 – Grievance Procedure	10
Article 16 – Health Insurance	14
Article 17 – Retirement Plan & Retiree Insurance	15
Article 18 – Nursing Assignments & Promotions	16
Article 19 – Sick Leave & Sick Leave Donation	17
Article 20 – Injury Leave	18
Article 21 – Personal Leave	18
Article 22 – Bereavement Leave	18
Article 23 – Military Leave	19
Article 24 – Sabbatical Leave	19
Article 25 – Jury Duty	20
Article 26 – Leave Without Pay	20
Article 27 – Protection of Nurses	21
Article 28 – No Strike/No Lockout Clause	22
Article 29 – Nurses Working Conditions	22
Article 30 – Payroll Computation	22
Article 31 – Differentials for Added Responsibilities and Extra Duties	24
Article 32 – Mileage Reimbursement	24
Article 33 – Bulletin Boards	24
Article 34 – Duration	25
Appendix A – Nurses' Salary Schedule	26
Appendix B – Director of Health Services Side Letter of Agreement	27

PREAMBLE

This agreement is made and entered into by and between the Enfield Board of Education, (hereinafter referred to as the "Board") and Enfield School Nurses' Association, UPSEU Local 424 - Unit 125, (hereinafter referred to as the "Association/Union"). It is the desire of the parties to the Agreement that the Board, the Association/Union and their respective representatives shall encourage the conduct of business in such a manner as to promote dignity and respect between the parties and to the employees of the bargaining unit. The Board and the Association/Union shall not discriminate against any employee on the basis of Union membership or activity or non-membership.

ARTICLE 1 – RECOGNITION / DEFINITIONS

- A. The Board recognizes the Association/Union as the exclusive bargaining representative for all Nurses, except for the Director of Health Services, employed by the Enfield Board of Education. The term "nurse" as used in this Agreement, except where otherwise indicated, is considered to apply to all licensed professional employees in Enfield as defined in Section 10-212 of the Connecticut General Statutes revision of 1978, as amended.
- B. As used in this Agreement, the term "days" shall mean school days, unless otherwise expressly specified in this Agreement.
- C. As used in this Agreement, the term "Board" shall mean the Enfield Board of Education and/or its designated employees/agents, including, but not limited to, the Superintendent of Schools and/or the Superintendent's designee, unless otherwise expressly specified in this Agreement.

ARTICLE 2 – MANAGEMENT RIGHTS & RESPONSIBILITIES OF BOARD OF EDUCATION

It is also recognized that under said statutes the Board has and will continue to retain the sole ultimate responsibility to direct the operation of the Enfield Public Schools in all aspects including but not limited to the following:

To maintain public elementary and secondary schools and such other educational activities as in its judgment best serve the interests of the children of the Town of Enfield, to decide the need for school facilities; to determine the care, maintenance and operation of buildings, land, apparatus and other property used for school purposes, to determine the number, age and qualifications of the pupils to be admitted to each school, to employ, assign and transfer nurses, to suspend, dismiss or otherwise discipline nurses, to designate the schools which shall be attended by the various children within the town, to make such provisions which will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable, to prescribe a rule for the management, studies, and discipline of the schools, to approve the textbooks to be used, to make rules for the arrangement, use, and safekeeping of the school libraries, and to approve plans and sites for school buildings and submit budgets to the Town Council and in its sole discretion expend monies appropriated by the town for the maintenance of the schools and to make such transfers of funds within the appropriated budget as it shall deem it advisable.

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part

except that the same shall not be exercised by the Board in a manner inconsistent with nor in violation of the 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 and arbitration provisions of this Agreement.

ARTICLE 3 – AMENDMENTS TO CONTRACT

This Agreement during its life may be amended at any time by mutual consent of the parties after authorization by the Board of Education and the Enfield School Nurses' Association/Union with respect to matters that do not require the spending of additional monies not allocated for the purpose for which the amendment is requested by the Board of Education.

ARTICLE 4 – GENERAL PROVISIONS

- A. It is understood that nurses shall continue to serve under the direction of the Superintendent of Schools or his or her designee, including the Director of Health Services, and in accordance with Board and Administrative policies, rules, and regulations, including those set forth in the handbook of operations for the nursing staff, as amended, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.
- B. There shall be no reprisals of any kind taken against any nurse by reason of his/her membership in the Association/Union or participation in its activities.
- C. When it is necessary for executive officers of the Association/Union to engage in Association/Union activities directly relating to the Association's/Union's duties as representative of the nurses shall be given such free time without loss of pay as is necessary to perform any such activities provided such free time has been approved by the Superintendent. The Association/Union and the Board recognize and agree that this privilege should not be abused,
- D. Copies of the signed Agreement will be given to all nurses. The Board and the ESNA/Union shall share equally in the expense of printing these copies. The Board shall continue to provide each nurse with a handbook of operation for the nursing staff including any revisions and amendments.
- E. This Agreement shall constitute a portion of Board policy for the term of said Agreement and the Board hereby amends its rules and regulations to the extent necessary to give effect to the provisions of this Agreement.
- F. If any portion of this Agreement is ruled invalid for any reason the remainder of the Agreement shall remain in full force and effect.

ARTICLE 5 – NEW HIRES & DUES CHECKOFF

There will be probationary period of one hundred twenty (120) school days for all new employees. An extension of an additional 30 working days shall be subject to the mutual agreement of the ESNA/Union and the Pupil Services Director.

Within ten (10) days of any new hire the Board shall provide the Unit President in writing via email a copy of the "new hire" letter.

Each employee shall have, and be protected in the exercise of, the right to join and remain a member of, and the right to effuse to join or become a member of, the Association/Union, free from interference, restraint or coercion.

The Association/Union agrees to indemnify and to save the Board of Education harmless from any and all claims or demands which may be made against the Board of Education arising out of an action taken against the Board under any of the Sections of this Article.

The Board agrees to deduct monthly dues as specified by the Association/Union from the wages of all bargaining unit employees upon receipt of an authorization card signed by the employee and will continue to deduct such dues monthly as long as authorized by the employee and will transmit such dues to the Association/Union on a monthly basis. The monthly dues remittances to the Association/Union shall be accompanied by a list of employees from whose wages dues deductions have been made.

ARTICLE 6 – NON - DISCRIMINATION

There shall be no discrimination, threat, penalty, coercion, or intimidation of any kind against any employee by reason of race, creed, color, religious belief, sex, age, Association/Union membership, or non-membership, Association/Union activity, national origin, sexual orientation, marital status, physical or mental disability, genetic information, gender identity, veterans status or other characteristics protected by applicable federal or state law.

ARTICLE 7 – WORK YEAR & HOURS OF WORK

A. School Year

The work year shall consist of 186 days of which 181 days shall be student nursing days.

The other (5) additional days shall be:

1. Staff orientation day to be established by the calendar set up by the Board of Education. The day is to be six hours in length typically 8:00 A.M. to 2:00 P.M. subject to change.
2. Staff development day the funds for which shall be supplied from the Superintendents Staff Development Fund. It is understood that this day will not conflict with vacations or holidays, except this day may be scheduled on Columbus Day, Veterans Day or Martin Luther King Day. This day shall be scheduled by mutual agreement or otherwise by statute after the Board has set the student school year. The day is to be six hours in length typically 8:00 AM. to 2:00 P.M. subject to change.
3. Twelve hours worked prior to the start of the student school year scheduled with mutual agreement between nurses and building principal. These hours may include orientation and student registration. At the elementary level, up to three hours to be used for kindergarten student registration/orientation if scheduled the week prior to school opening for the students. Should the registration/orientation not be scheduled the week prior to school opening, attendance by the nurse shall be voluntary.

4. Organization/in-service day prior to the start of the student school year, the six-hour day (8:00 A.M. to 2:00 P.M.) subject to change. This day to be scheduled by mutual agreement by Pupil Services and the Enfield School Nurses' Association/Union. Funds for in-service shall be supplied from the Superintendent's Staff Development Fund. If subject of training is known, will be discussed prior to the end of the previous school year.
5. If the school year is lengthened beyond the number of contract days set forth above, upon notification of such change, the Board and the Association/Union agree to immediately commence bargaining in accordance with State Law.

B. School Day

The starting time for school nurses shall be 15 minutes prior to the scheduled start of the students' school day and the dismissal time shall be the later of either the 15 minutes following the dismissal of students or the departure of the last regular Enfield school bus. In cases of emergency the decision of the Superintendent will supersede.

If the Board lengthens the student school day and/or nurse work day beyond the work day set forth above, then the Board and the Association/Union will immediately commence impact bargaining over any substantial impacts identified by the Association/Union as a result of the Board's implementation of a longer student school day and/or nurse work day. Any impact negotiations will not delay the implementation of any change to the student school or nurse work day. Any agreed upon resolution as to the impact of the Board's implementation of a longer student school day and/or nurse work day shall be retroactive to the date of implementation.

All nurses shall have an "on premises" one half (1/2) hour lunch period on a daily basis, duty-free, except for emergencies. Lunch may be taken, with the agreement of the school administrator, during the student lunch/recess period.

C. Mandatory Training

Employees who are required and directed by the Superintendent and/or the Director of Health Services and/or their designees for this purpose to attend relevant, job-related training during non-working hours will be compensated for the time spent attending such mandatory training at the employee's ordinary hourly rate of pay. Employees will only be paid for the hours, or portion thereof, they attend the training. Employees will only be entitled to said additional compensation when their attendance at non-working hours training has been mandated or compelled by the Superintendent and/or the Director of Health Services and/or their designees for this purpose.

ARTICLE 8 - SUMMER SCHOOL

The following conditions of employment are detailed for the Enfield Public Schools summer school program, when the Board authorizes the employment of a nurse for the summer school.

1. The summer school session and summer school day shall be as determined by the Enfield Board of Education.
2. Payment for summer school nursing shall be at the rate of two pay periods during the month of July and one pay period during the month of August to coincide with the regular school department pay dates.

- a. Nurses shall be paid their hourly rate based on their succeeding school year's salary in the ESNA's/Union contract.
 - b. Travel pay shall be according to current schedule.
3. Protection of Nurse
- All provisions and agreements of the ESNA/Union contract with the Board of Education shall be provided during the summer school session.
- Exceptions: There shall be no sick, personal, professional leave granted during the summer school program.
4. Nurse Assignment shall be made in terms of:
- a. the best interest of the children;
- As the need for summer professional tasks increases, the Board of Education and ESNA/Union agree to establish the following conditions. Nurse's assignments shall be made as follows:
- a. Positions shall be posted by March 15th.
 - b. Nurses seeking positions must apply for those positions before April 1st.
 - c. Nurses who have applied for these positions shall be notified of their status by April 15th.
5. Assignment of Nurses
- a. All Nurses in the bargaining unit hired prior to 7/1/06 shall be given the opportunity to apply for a position. These nurses may not be assigned.
 - b. Nurses hired after 7/1/06 may be assigned to work a maximum of two weeks of summer school if all positions have not been filled through the application process. The nurse with the least seniority will be assigned first. Notification of assignment Will be made by May 1st.
 - c. Nurses may not be assigned to work summer school after May 1st.
6. Care of Equipment
- Summer school nurses shall assume responsibility for care of equipment.

ARTICLE 9 – EVALUATIONS

Nurses shall be evaluated on a yearly basis by the Director of Health Services. Nurses shall have the opportunity to review and discuss any evaluation report with their supervisors and shall be entitled to knowledge of access to and upon request a copy of all supervisory records and reports of competence, personal character and efficiency maintained in his/her personnel file with reference to the evaluation of his/her performance in the Enfield Public School System. All evaluations shall be completed and provided to each employee for review at least three (3) weeks prior to the end of the school year to allow ample time for follow-up questions/clarifications.

Requirements for Employment

1. The Administration shall make every attempt to inform nurses of their employment status for the following school year; as soon as practical following the adoption of the Town and Board of Education budget but not later than the last work day of the current school year. It is recognized that any such notice shall not be considered a guarantee of employment and that staffing requirements are subject to change at any time.
2. Employment by the Board of Education shall be based on merit and fitness free of personal and political consideration.
3. All appointments and promotions shall be made according to merit and fitness.
4. Unless agreed otherwise, each nurse whose work is satisfactory shall be advanced one step annually on the appropriate schedule until the stated maximum of the schedule has been reached. Step increase in salary is granted on the first workday of the school year. Nursing personnel must have been employed on or before February 1st of a given year in order to be eligible for an increase.
5. The steps on the salary scale are awarded on the basis of continued meritorious service established for satisfactory performance in the position.
6. All nurses shall be compensated at their daily rate for any extra days or hours worked as approved by the Director of Health Services or Director of Human Services.

ARTICLE 10 – MALPRACTICE INSURANCE

Malpractice insurance in the amount of \$1,000,000 shall be provided by the Board of Education to cover school nurses while on duty.

ARTICLE 11 – PROFESSIONAL RIGHTS & PRIVILEGES

A. Automobile Liability Insurance

1. The Board of Education will provide excess automobile liability insurance coverage and not primary automobile liability insurance in the amount of \$1,000,000 and with an umbrella liability policy of \$2,000,000 to cover the performance of his or her duties while under the employment of the Enfield School System.
2. School nurses will not be required to transport any child during the school day.
3. If a child needs medical attention the school nurse should first contact the parent(s) of the child or such other persons whom the parent(s) have indicated would be responsible for the child in case of illness to arrange for transportation for the ill child. If such persons are unavailable, the school nurse should contact either the police or other emergency transportation providers to arrange for transportation for the ill child.

B. Membership Fees

Membership fees to the Connecticut School Nurses' Association and National School Nurse Association to be paid by the Enfield Board of Education for each school nurse.

C. Compensatory Time for Meetings

Compensatory time for Meetings, nurses who, with prior approval of the Pupil Services Director or Director of Health Services, attend meetings before and after school shall be granted \$65.00 for every six (6) meetings attended. Partial days will be paid on a prorated basis at the end of the school year. This clause does not apply to Nurses' meetings.

The work day will include time per month to attend staff meetings as scheduled by the nursing supervisor.

D. Professional Conferences

1. All employees of the Enfield School Nurses' Association/Union shall be permitted two (2) professional days per year for attendance at professional conferences of a health and/or medical nature provided a written application be submitted to the immediate supervisor indicating the date, time, place, duration, sponsoring organization, nature, and benefit to be derived for the nurse and/or the Enfield School System and with the authorization of the Superintendent of Schools. In addition, five (5) professional days will be made available for use by the nursing staff at the discretion of the Nursing Supervisor and with the authorization of the Superintendent of Schools.
2. Nurses will be reimbursed for conference and educational workshop expenses authorized by the Superintendent of Schools up to budgeted \$3,500, increasing to \$3,750 on July 1, 2022. Reimbursement applies for use on school time or nurses' own time.
3. Attendance at professional conferences is considered to be a desirable practice for furthering the interests of the Enfield School System.
4. That such leave shall be in addition to any sick leave or personal leave.
5. The attending nurse and/or nurses will present an oral report. to the nursing supervisor and her colleagues.
6. The nursing supervisor shall be granted professional days subject to approval by the Pupil Services Director.
7. Nurses requested by the Board of Education or its agent to attend conferences on their own time will receive compensatory time not to exceed two professional days for their time spent at the' conference.
8. Webinar trainings may be available for all employees and they shall be entitled to the reimbursement from the budgeted amount of money, provided that the webinar training and corresponding expense is approved following the process outlined in Article 11(4)(a) above.

E. Professional Growth Policies

1. Since continuous professional growth must be recognized and encouraged, if the system is to remain vital and capable of meeting all its challenges, an amount not to

exceed \$3,500, increasing to \$3,750 on July 1, 2022, per year shall be made available to the nursing staff. The funds are to be used in the following order:

- a. The Nursing Supervisor may use \$500 per year to attend the National Convention and/or the New England School Nurses' conference. (Includes conference fees, travel and lodging)
 - b. Tuition costs of nurses seeking a degree in nursing or allied health.
 - c. Nurses may use funds for attendance at the National Convention and/or the New England School Nurses' conference. (Includes conference fees, travel and lodging)
 - d. In the event that the funds are not exhausted; the Nursing Supervisor may apply to use the remainder of the funds.
 - e. Any remaining funds may be used for professional conference reimbursement.
 - f. This will be with the authorization of the Superintendent of Schools.
2. Nationally certified school nurses shall receive a stipend of \$500 at the time they become certified or recertified. This stipend will be retroactive to include all certified school nurses employed by the Enfield Board of Education.
- F. High morale shall be maintained by fair administration of these provisions and by every consideration of the rights and interests of school nurses insofar as consistent with the best interest of the Board of Education.

Article 12 – Reduction of Nursing Staff

A. Layoff Procedure

Determination of those Who are to be released is to be in the following order:

1. Seniority
2. Positions will be eliminated with consideration for the specific nursing needs of the school system. Staff members shall be released in accordance with the following criteria:

Seniority

Except when a nurse has exhibited a broad "superiority in skill and ability the principle of seniority will prevail in the reduction of work force.

[***Skill and Ability -the preceding five years in the Enfield School System will be the measure of skill and ability ***.]

Nurses earn seniority on the basis of total number of years of consecutive experience in Enfield determined from the most recent date of employment including all periods of authorized leave.

If the most recent date of commencement of employment is not sufficient to establish seniority the criterion shall be total professional experience in medical facilities. This experience must be documented.

3. When lay-off occurs because of reduction in force the nurse shall be notified in writing as to the reason...seniority or broad differences in superiority in skill and ability.

B. Recall Procedure

1. The name of any nurse who has been laid-off because of elimination of position or reduction of staff shall be placed upon a reappointment list and shall remain on such list for a period of three years.
2. Any nurse on the reappointment list shall receive a written offer of reappointment by registered mail to the last known address. The nurse then shall accept or reject the appointment within ten (10) days by registered mail.
 - a. If the nurse accepts the appointment, the nurse shall receive a written contract effective the date of recall.
 - b. If the nurse declined the appointment, the nurse's name shall be removed from the recall list.
 - c. It is the responsibility of the nurse to advise the Superintendent of a change in address as changes occur.
3. Recall shall be based on a reversal of staff reduction.
4. No new nurses shall be hired before nurses who have been laid-off and who may possess the necessary qualifications are recalled or decline the opening.

C. Fringe Benefits

1. A nurse recalled shall be entitled to all earned benefits accumulated prior to layoff.
2. During the lay-off period a nurse shall not receive nor be entitled to any fringe benefits except as indicated by statute.
3. While on the recall list and upon written request to the Superintendent, a laid-off nurse shall have the opportunity to continue to contribute, at the group rate. The cost of maintaining any or all health benefit insurance for a period of two (2) years provided:
 - a. the laid-off nurse pays the cost of said insurance in accordance with the provisions determined by the Superintendent of Schools;
 - b. the Board incurs no additional expense;
 - c. the arrangement is agreeable to the carrier of the insurance
4. Clarifications
 - a. As used herein the term days shall mean calendar days,
 - b. The Term nurse applies to any professional registered nurse employed by the Board of Education who holds a license issued by the Connecticut State Department of Health and is employed in a nursing position
5. Reduction in force action will not be subject to the grievance and arbitration provisions of this contract.

ARTICLE 13 – ASSOCIATION/UNION REPRESENTATION

- A. Three (3) members of the Association/Union designated as the Negotiating Committee shall suffer no loss of pay for time spent in contract negotiations during regular working hours.
- B. A written list of the Negotiating Committee members, officers and stewards shall be furnished to the Board immediately after their designation and the Association/Union shall notify the Board promptly of any changes.
- C. Three (3) officers of the Association/Union, and any necessary witnesses, required to attend any grievance or arbitration hearing shall suffer no loss of pay for such attendance if their attendance is required by the Board.
- D. No more than one (1) member of the Association/Union shall suffer no loss of pay for attendance at up to two (2) State Conventions, conferences, and trainings of UPSEU.
 - 1. It is two (2) events per contract year for the entire bargaining unit, not per employee in the bargaining unit;
 - 2. The event cannot be longer than one (1) day;
 - 3. The Board maintains the right of approval and the right to revoke the approval if operational needs require the nurse to be at the school;
 - 4. Approval, denial, and revocation are not subject to the grievance and arbitration procedure.

ARTICLE 14 - DISCHARGE AND DISCIPLINE

- A. No employee shall be discharged, or otherwise disciplined without just cause.
- B. Disciplinary action shall include: (1) verbal warning; (2) written warning; (3) a suspension without pay; and (4) discharge. Discipline shall normally follow this order unless the facts of the situation as determined by the Board indicate an offense sufficiently serious to eliminate a step or steps listed herein.
- C. The Board will send copies of written disciplinary action to the Union Representative and Unit President.

ARTICLE 15 - GRIEVANCE PROCEDURE

- A. **Purpose**
 - 1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable; solutions to problems which may from time to time arise affecting the welfare of working conditions of nurses. Both parties agree that these procedures shall be kept as informal and confidential as may be appropriate at any level of the procedure.
 - 2. Nothing herein contained shall be construed as limiting the right of any member of

the unit having a grievance or dispute or discuss the matter informally with appropriate member of the administration.

3. A grievance is defined as the misapplication or misinterpretation of a specific term of this Agreement. All grievances shall be in writing and filed within 30 calendar days of the act or omission complained of and shall recite the specific term of the contract allegedly misapplied or misinterpreted and the specific relief requested.

B. Procedure

Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may however be extended by mutual agreement except for the initial filing of the grievance.

In the event a grievance is filed on or after June 1st, every effort shall be made to reduce time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

1. Level One - Nursing Supervisor, Principal, Director of Pupil Services / Director of Nursing

- a. A member of the unit, with a grievance or dispute, shall first discuss it with the nursing supervisor and principal either directly or through the Association's/Union's representative with the objective of resolving the matter informally,
- b. If the grievance cannot be resolved at this time the director of pupil services shall be consulted with the objective of resolving the matter informally.

2. Level Two - Director of Human Resources

- a. In the event that such aggrieved member of the unit is not satisfied with the disposition of his/her grievance at level one, or in the event that no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file a "written grievance with the unit president of the Association/Union or the chairperson of such other ESNA/Union committee established to administer the grievance procedure, or directly to the Director of Human Resources, within five (5) school days after the decision at level one or fifteen (15) school days after the grievance was presented whichever is sooner. Within five (5) school days after receiving the written grievance the unit president of the ESNA/Union or the chairperson of such ESNA/Union committee established to administer the grievance procedure or Union Representative shall refer it to the Director of Human Resources.
- b. The Director of Human Resources shall represent the Board of Education at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Director of Human Resources, he/she shall meet with the aggrieved person in an effort to resolve the grievance.
- c. If a member of the unit does not file a written grievance with the unit president of

the Association/Union, or the chairperson of such other ESNA/Union committee established to administer the grievance procedure or forward a written grievance to the Director of Human Resources within thirty (30) calendar days after the member of the unit knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived.

3. Level Three - Board of Education

- a. In the event that the aggrieved member of the unit is not satisfied with the disposition of his/her grievance at level two or in the event no decision has been rendered within ten (10) school days after he/she has first met with the Director of Human Resources, he/she may file a written grievance indicating such dissatisfaction with the president of the Association/Union or the chairperson of such other Association/Union committee established to administer the grievance procedure within five (5) school days after a decision by the Director of Human Resources or fifteen (15) school days after he/she has met with the Director of Human Resources, whichever is sooner. Within five (5) school days after receiving the written grievance the president of the Association/Union or the chairperson of such other Association/Union committee established to administer the grievance procedure shall refer it to the Board.
- b. Within ten (10) school days after the Board receives the written grievance a committee of the Board shall meet with the aggrieved member of the unit for the purpose of resolving the grievance. However, the ultimate decision on the grievance at level three shall be rendered by the full Board.

4. Level Four – Impartial Arbitration

- a. If the aggrieved nurse is not satisfied with the disposition of his/her grievance he/she may within five (5) school days after the Human Resource decision request in writing to the unit president of the ESNA/Union that his/her grievance be submitted to arbitration.
- b. The unit president of the ESNA/Union after receipt of such request may submit within five (5) school days the grievance to arbitration and shall notify the Board in writing to that effect.
- c. The chairperson of the Board and the Association/Union shall within five (5) school days after such written notice jointly select an arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree on an arbitrator within the next five (5) school days the matter shall be submitted to the American Arbitration Association under the Rules of Voluntary Arbitration of the American Arbitration Association.
- d. The arbitrator so selected shall confer promptly with representatives of the Board and the ESNA/Union, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved nurse and other parties in interest as he shall deem requisite.
- e. The arbitrator shall render his decision in writing to all parties in interest, setting forth his findings of fact, reasoning, and conclusions, on the issues submitted.

Except in matters which would result in the expenditure of monies by the Board the decision of the arbitrator shall be final and binding upon all parties in interest to the extent permitted by law.

- f. The cost of the services of the arbitrator shall be borne equally by the Board and the ESNA/Union.
- g. Any arbitrator acting pursuant to this Agreement shall have power to construe specific provisions of this Agreement and shall have no authority to add to, delete from, or modify in any way any provision of this Agreement or policy of the Enfield Board of Education.

5. Miscellaneous

- a. 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 participation.
- b. When a nurse is not represented by the ESNA/Union in a formally presented grievance the ESNA/Union shall have the right to be present and to state its views at all stages of procedure.
- c. The ESNA/Union and Board may call upon the professional services of any person deemed necessary to assist either party at any state of the procedure.
- d. If, in the judgment of the president of the ESNA/Union or the chairperson of such other ESNA/Union committee established to administer the grievance procedure, a grievance affects a group of members of the unit, the president of the ESNA/Union or the chairperson of such other ESNA/Union committee established to administer the grievance procedure may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at level two. In such cases the nurse involved shall be so notified by the ESNA/Union.
- e. Decisions on unresolved grievances rendered at level one, two, and three, of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be promptly transmitted to all parties in interest and to the president of the ESNA/Union. Decisions rendered at level four shall be in accordance with the procedures set out in Paragraph B, 4e.
- f. Forms for filing grievances, service notices, taking appeals, making reports, recommendations, and other necessary documents, shall be prepared by the Superintendent and subsequent to written approval thereof by the ESNA/Union, shall be given appropriate distribution by him so as to facilitate operation of the grievance procedure.

ARTICLE 16 - HEALTH INSURANCE

- A. Enfield Board of Education shall provide a Preferred Provider Organization (PPO) insurance plan and dental coverage for Nurses at a cost share of:

Effective July 1, 2020:	17%
Effective July 1, 2021:	18%
Effective July 1, 2022:	19%
Effective July 1, 2023:	19%

The Board will offer one (1) HMO option at the PPO cost share.

1. **Group Life Insurance** - All personnel shall receive the following life insurance coverage: \$50,000

Provided that 75% of the nursing personnel so indicate each nurse may purchase \$30,000 additional insurance at group rates.

2. **Dental Plan**

The Board of Education will provide to all nursing personnel and their dependents the Cigna PPO Dental Plan, including all dental services described in Classes I, II and III. as follows:

CLASS I	100% OF REASONABLE AND CUSTOMARY
Oral Examination	Yes (1/6 months)
Radiographs (X-rays)	
Intra-oral-complete series	Yes (1/36 months)
Periapical	Yes
Bitewing	Yes (1/6 months)
Prophylaxis (Cleaning)	Yes (2/12 months)
Topical Fluoride Application	Yes (1/12 months)
Emergency Treatment	Yes
Space Maintainers	
Topical Application for Sealants for children under age 14	Yes (1/36 months)
CLASS II	100% OF REASONABLE AND CUSTOMARY
Restorations (Fillings)	Yes
Root Canal Therapy	Yes
Oral Surgery	Yes
Simple Extractions	Yes
Surgical Extractions	Yes
Repair of Dentures	Yes
Apicoectomy	Yes
CLASS III	50% OF REASONABLE AND CUSTOMARY
Inlays	Yes
Crowns	Yes
Bridges	Yes
Dentures	Yes

3. The Board may at anytime or from time to time, change the carriers of any of the forgoing insurance provided the benefits shall be the equivalent of those provided in the above referenced coverages when viewed as a whole.
4. Nurses may voluntarily elect to forgo coverage offered in this Agreement. The nurse may elect to return to the contractually defined health insurance program at the beginning of the month following notice or sooner if administratively feasible.

ARTICLE 17 – RETIREMENT PLAN & RETIREE INSURANCE

A. Retirement Plan

Nurses shall participate in the Retirement Plan of the Town of Enfield as arranged by the Board of Education after one (1) full year of employment and the attainment of age twenty-five (25).

B. Early Retirement Incentive

Any member whose age and years of nursing total at least 83 and has been employed by the Board of Education continuously for the last twenty (20) years may elect to retire early under the following conditions:

1. Said member must notify the Human Resources Department of the intention to retire at least thirty (30) days prior to the end of the school year.
2. Early retirement may commence only in September of any given year.
3. Said member will be paid \$3,000 per year until age 65 or a maximum of five (5) years, payment by the Board to be made during the first fifteen (15) calendar days after, September 1st of each year of retirement.

Employees hired after June 30, 1994 shall not be eligible to participate in the Early Retirement Incentive.

C. Insurance - Retired Nurses

While in retirement and upon written request to the Superintendent a retired nurse shall have the opportunity to continue to contribute at the group rate the cost of maintaining any or all health benefits insurance and retiree group life insurance in the amount of \$5,000 provided.

1. The retired nurse pays the cost of said insurance in accordance with the provisions determined by the Superintendent of Schools.
2. The Board of Education incurs no additional direct expense.
3. The arrangement is agreeable to the carrier of the insurance program,
4. This program will be administered by the Enfield Board of Education.

5. Nurses retiring after June 30, 2009 will no longer be eligible for retiree group life insurance.

D. Surviving Spouse Insurance

Surviving spouse of deceased nurse shall have the opportunity to contribute at the group rate the cost maintaining any or all health benefit insurances up to but not including age 65 provided,

1. Said surviving spouse pays the cost of said insurance in accordance with the provisions determined by the Superintendent of Schools.
2. The Board of Education incurs no additional charge.
3. The arrangement is agreeable to the carrier of the insurance program.
4. This program will be administered by the Enfield Board of Education.

ARTICLE 18 – NURSING ASSIGNMENTS & PROMOTIONS

A. Assignment of Duty

Nurses entering the school system are subject to assignment of duty according to the needs of the school system. Nurse placement is given very careful consideration, and the Superintendent or Director of Health Services has the authority and responsibility to assign and transfer nurses.

Nurses in the Enfield school system are subject to reassignment as conditions change, whereby such reassignment will improve the effectiveness of the school nursing department.

All requests for reassignment should come as a result of a Nursing Supervisor - Nurse Conference and a letter submitted to the Superintendent's Office, unless that requirement is waived by the Board.

Notice of transfer shall be given to nurses, in writing, as soon as practicable and under normal circumstances no later than June 1st.

B. Promotions

1. The Superintendent of Schools shall establish and publish criteria to be used in the hiring of the Nursing Supervisor.
2. All nurses in the bargaining unit shall be given adequate opportunity to make application for this position and where candidates are equally qualified preference for positions in the bargaining unit shall be given to nurses currently employed by the Board.
3. Appointments shall be made without discrimination in regard to race, creed, color, religion, nationality, sex, or marital status.

- C. It shall be a goal of the Enfield Board of Education to have one school nurse per public school.

ARTICLE 19 - SICK LEAVE & SICK LEAVE DONATION

A. Sick Leave

In case of personal illness or accident school nurses shall be allowed ten (10) days of leave in each of their first five (5) years of employment and fifteen (15) days of leave annually each school year thereafter. Such unused sick leave can accumulate to a maximum of 180 days. During the first five (5) years of employment any employee who has used no sick leave during a full school year will be credited an additional five (5) days of sick leave at the commencement of the next school year.

During the first five (5) years of employment the employee must notify the Human Resources Department, each year, when he/she did not use no sick leave during the full school year to be credited an additional five (5) days of sick leave at the commencement of the next school year.

Upon request of the Superintendent of Schools any nurse on sick leave shall finish a report from the attending physician certifying the cause of illness.

B. Extended Catastrophic Illness: Sick Leave Pool

The recipient nurse or his/her designated representative should make application, in writing, to the Human Resources Department requesting that he/she be considered for eligibility for donations of sick days. This application request must indicate the nature of the illness involved.

A committee composed of two nurse representatives and the Nursing Supervisor will be established to certify the eligibility of the recipient nurse based on:

1. the nature and duration of the illness.
2. the number of sick days remaining in the nurse's own account.

An eligible illness should be categorized as extended and catastrophic. Illnesses that fall into this category include, but are not limited to, cancer, cardiovascular illness, illness needing surgery and/or extended recuperation, debilitating infections (i.e., T.B., meningitis, etc.) or disabling musculo-skeletal difficulties. Pregnancy and acute short-term illnesses are excluded.

A pool will be formed which will contain days from which the eligible nurse may draw. This pool will be formed with voluntary contributions of nurses up to a maximum of five (5) days per year per volunteering nurse.

The maximum number of pooled days which a nurse can use will be limited to 183.

The recipient nurse shall receive the difference between the nurse's substitute pay and his/her regular salary.

Employees hired after 7/1/03 shall not be eligible for the extended catastrophic illness sick leave pool.

ARTICLE 20 - INJURY LEAVE

Injury leave, as distinguished from sick leave, shall mean paid 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 his/her duties.

Employees of the town are covered by workers' compensation and are paid an amount due to injuries sustained on the job.

The Board of Education, in case injury leave, shall supplement the payments of the insurance company so that the employee will receive full pay during the absence for a period not to exceed twelve (12) months. In the case of injuries on the job causing disability and absence, and for absences of less than seven days, the Board of Education shall pay the employee's regular salary for such period since payments are not normally made under workers' compensation insurance for such accidents.

All payments for injury leave shall be subject to the same rules and regulations as workers' compensation insurance and shall not be payable if the accident shall have been due to intoxication or willful misconduct on the part of the employee.

ARTICLE 21 - PERSONAL LEAVE

All nurses shall be entitled to a maximum of five (5) days leave with full pay each school year for personal reasons which shall include, death in the family or attendance at funerals (for those individuals not covered by the bereavement leave provision), religious holidays, legal reasons, and any other reason considered reasonable and proper by the Superintendent of Schools. The decision of the Superintendent is final. Personal leave days are not accumulative.

In the event that circumstances arise whereby the nurse exceeds the allotted number of days for any of the provisions above, he/she shall receive his/her pay minus substitute pay for each day on approval of the Superintendent of School.

Application for leave shall be made to the immediate supervisor at least twenty-four hours before taking such leave (except in the case of emergencies) and such leave shall be granted on the basis of application.

ARTICLE 22 - BEREAVEMENT LEAVE

- A. An employee shall be granted three (3) days of leave with pay for a death in the immediate family. The immediate family shall be defined as the employee's parent, grandparent, spouse, brother, brother-in-law, sister, sister-in-law, child or grandchild, stepchild, and also any relation who is domiciled in the employee's home. Up to an additional three (3) days may be granted at the discretion of the Superintendent of schools or his/her designee for travel to out-of-state funerals.

ARTICLE 23 - MILITARY LEAVE

Nurses who are members of military reserve and who are required by military authorities to undergo their annual two week field training during the school year shall be paid the difference between their salary and that salary received from the military reserve for the period engaged in field training. A voucher attesting to the salary paid by the military reserve must be presented to the Superintendent of Schools before the difference in salary will be paid.

Employees entering the military service of the United States shall be entitled to leave without pay, On return from military service an employee shall be reinstated in his/her former job or one of like rank and shall receive credit for the yearly increments awarded during his/her reports for duty within ninety (90) days of discharge (other than dishonorable) from military service.

ARTICLE 24 - SABBATICAL LEAVE

- A. A nurse may be granted a sabbatical leave of absence to increase her professional preparation and such leave must be deemed in the interest of the Enfield Public Schools.
- B. An applicant for sabbatical leave must have rendered service in Enfield for at least six (6) consecutive years immediately preceding the leave.
- C. A sabbatical leave may only be requested for the following purposes:
 - 1. Study in an approved institution of higher learning.
 - 2. A project pursued individually with the sanction of an approved institution of higher learning.
- D. The number of nurses on sabbatical leave at any one time shall not exceed one nurse.
- E. A committee shall be formed for the purpose of considering applications for sabbatical leave. This committee will be as follows:
 - 1 Representative from the Enfield School Nurses' Association
 - 1 Nursing Supervisor
 - 1 Director of Pupil Services
 - 1 Deputy Superintendent of Schools
 - 1 Superintendent of Schools
- F. Consideration for sabbatical leave should be based on the following criteria:
 - 1. The priority of applications
 - 2. Reasons for desiring leave
 - 3. Previous leave of the employee
 - 4. Seniority
- G. Compensation for sabbatical leave shall be determined as follows:

The nurse granted such leave shall be paid at the rate of two-thirds annual salary, provided that such salary when added to any salary paid under any program grant

received by the applicant, shall Not exceed the applicant's full annual salary rate for the step of the salary schedule he/she will have attained during the year of his/her leave.

- H. The nurse granted sabbatical leave must during the time of his/her leave earn not less than the number of semester hours required of the average student enrolled at that institution taking work for an advanced degree or a credit arrangement made between the institution and the nurse with the approval of the Superintendent of Schools.
- I. Nurses accepting sabbatical leave obligate themselves to return to the service of the Enfield Public Schools for two full years immediately following such leave or to repay the amount of salary received because of the leave.

Such repayment shall be made in 24 or less equal monthly installments, payment of which shall commence within one month after the nurse leaves the Enfield School System. Any amount unpaid after 24 months shall bear interest at the current annual rate of 9% per annum on the unpaid balance due.

In the event of death or total disability of the nurse during the terms of the leave agreement, said agreement shall terminate with no further repayment required by the family or estate of the nurse unless the nurse recovers from the total disability.

- J. Nurses on sabbatical leave shall retain employment status while on leave relating to, membership in the retirement system, fringe benefits, etc.. Upon his/her return, the nurse shall be restored to his/her former position or a position of comparable authority, status, and pay.

ARTICLE 25 - JURY DUTY

If a nurse is called to serve on jury duty he/she shall continue to receive his/her full salary uninterrupted during said call to jury duty. The nurse serving on jury duty shall remit to the Board the per diem (but not reimbursed) expenses, received for such jury duty.

ARTICLE 26 - LEAVE WITHOUT PAY

Requests for leave without pay must be filed with the Superintendent of Schools and must state the reason and period for which the leave is being requested.

Leave of absence, without pay may be granted on account of prolonged illness, needed rest, necessities of the home and allied reasons, or they may be granted for other activities which would in the opinion of the Superintendent of Schools contribute to the future benefit of the Enfield Public Schools. Leave of absence, without pay beyond Family and Medical Leave will only be granted to nurses who have completed three years of service in the Town of Enfield. Nurses in this category shall submit notification for reinstatement to the Board of Education through the Superintendent of Schools no later than March 1st of the school year during which the leave is in effect. Child Rearing Leave is handled as per the Enfield Board Of Education Family and Medical Leave Policy.

Leave-Effect on Salary Schedule

A nurse returning from leave of absence will be placed on the salary scale on the step held prior to withdrawal and, may be assigned to duty where a vacancy occurs. In the event that the nurse was on duty at least 50% of the school year in which the leave was granted the nurse would upon return, provided a new school year has commenced, advance to the next step on the salary schedule, unless otherwise agreed to by the parties.

Computation of any per diem salary to be deducted shall be as follows, 1/186th of the year's salary for each day of absence.

For leave of absence other than those covered by any portion of this Agreement the rate of deduction shall be 1/186th.

ARTICLE 27 - PROTECTION OF NURSES

- A. Nurses shall report immediately to their principal and to the central office all cases of assault, and/or battery, suffered by them in connection with their employment.
- B. This report shall be forwarded to the Board which shall comply with any reasonable request from the nurse for information in its possession relating to the incident or the persons involved.
- C. If criminal proceedings are brought against a nurse alleging that he/she committed assault in connection with his/her employment, such nurse may request the Board to furnish legal counsel to defend him/her in such proceedings. If the Board does not provide such counsel and the nurse prevails in the proceeding, then the Board shall reimburse the nurse for reasonable counsel fees incurred by his/her defending the proceeding.

If civil proceedings are brought against a nurse alleging that in the course of his/her employment he/she committed an assault or other willful or negligent act resulting in damage to a person or to property the Town will provide the nurse with protection in accordance with Section 10-235 of the General Statutes.

- D. Whenever a nurse is absent from school as a result of personal injury caused by an assault and/or battery arising out of and in the course of his/her employment, he/she shall be eligible to receive the difference between full pay and workers' compensation benefits, after which time he/she would receive workers' compensation benefits only eligible. Any amount of salary payable pursuant to this section shall be reduced by the amount of workers' compensation award for temporary disability due to said assault and/or battery injury for the period for which the nurse examined by a physician designated by the Board for the purpose of establishing the length of time during which the nurse is temporarily disabled from performing his/her duties, and in the event that there is no adjudication in the appropriate workers' compensation proceeding for the period of temporary disability the opinion of the said physician as to said period shall control.

ARTICLE 28 - NO STRIKE / NO LOCKOUT CLAUSE

During the life of this Agreement there shall be no strike, slowdown, suspension or stoppage of work in any part of the Board's operation by employees, or employee nor shall there be any lockout by the Board in any part of the Board's operation.

ARTICLE 29 - NURSES WORKING CONDITIONS

- A. There shall be monthly staff meetings, as necessary, for the purpose of sharing problems and solutions to problems in the School Health Service to be conducted as determined by the Director of Health Services or her/his designee. Additional meetings may be planned by the Director of Health Services or her/his designee. The Board will recognize that the school nurses are an integral part of the special services staff.
- B. There shall be at least three (3) in-service education meetings held as determined by the Director of Health Services in coordination with the Director of Pupil Personnel Service or her/his designee for the purpose of developing and updating nursing skills.
- C. Enfield School Health Services' memoranda regarding handling of school health problems or procedures shall be circulated throughout the entire staff.
- D. The employer shall make all reasonable efforts to assure the health and safety of the nurse during the course of her/his employment.
- E. All school nurses must be registered by the Connecticut State Board of Examiners for nurses and have a valid license to practice nursing in the State of Connecticut.

ARTICLE 30 – PAYROLL COMPUTATION

A. Salaries

The salaries of all persons covered by this Agreement are set forth in Appendix A, which is attached hereto and made part of this Agreement.

B. Contract

1. Nurses shall be employed for ten (10) months in each school year.
2. Contracts for such personnel (September through June) shall be written for a ten-month period, annual salary agreements to expire on June 30th.

C. Payment

1. Payment shall be made in twenty-two (22) equal installments, biweekly between September and June. Payment for all nurses shall be made via direct deposit.
2. In the event employment is terminated during the contract year total compensation for the year will be adjusted so as to reflect 1/186th salary for each nursing day worked.

3. If a person begins employment during the contract year, salary will be determined by computing the remaining school days and multiplying by 1/186th of yearly salary. The term school days refers to days when school is in session and does not include school vacations, holidays, snow days, special meeting days, or similar occurrences.

D. Longevity Pay

Nurses hired prior to June 30, 1994 with twenty-five (25) years of nursing experience or more shall receive an additional stipend of \$750 per year. Nurses hired after June 30, 1994 with twenty-five (25) years of nursing experience or more must have at least fifteen (15) years of said nursing experience with the Enfield School System.

Nurses hired after June 30, 1997 shall not be eligible to receive longevity

E. Retirement Pay

Nurses hired prior to June 30, 1994 shall be paid a longevity remuneration in the amount of \$660 in their year of retirement provided they have served twenty (20) years with the Enfield School System.

Nurses hired after June 30, 1994 shall not be eligible to receive retirement pay.

F. Termination Pay

1. Retirees

Nurses who retire from the system shall be entitled to terminal pay of 3/4 the daily substitute rate set by the Board for all accumulated sick leave for a number of days in excess of 45, but not more than 105 provided that 60 days written notice of termination is given by the nurse. Under extenuating circumstances, the Superintendent may approve a payout of accumulated sick leave when less than 60 days' notice is given. The Superintendent's decision is final.

2. R.I.F.'d Nurses

Nurses who are terminated because of R.I.F. have ten (10) years of service with the Enfield School System shall be entitled to terminal pay of 3/4 the daily substitute rate for all accumulated sick leave not to exceed 105 days.

Example: $105 \times \$75.00$ (3/4 of sub pd rate) = 7,875.00 (Applies to 1 and 2 above)

- G.** Upon the death of a full-time employee, a beneficiary designated in advance, in writing, by the employee, or failing such designation, the estate of the employee is entitled to receive no less than 20 days of base salary of the employee or his/her accrued terminal pay benefits, whichever is greater.

H. Deductions

Request for the addition or change in any of the following deductions must be made by August 15th. Provisions for changes after August 15th shall be made as the Business

Office workload allows. Provisions shall be made for payroll deductions for, Credit Union, U.S. Savings Bonds, United Way, and Town of Enfield Pension Plan, as long as such deductions are consistent with the Board's bookkeeping system.

ARTICLE 31 - DIFFERENTIALS FOR ADDED RESPONSIBILITIES AND EXTRA DUTIES

A. Nursing Supervisor

The nursing supervisor shall receive a stipend in addition to the base salary in the following amount:

\$6,500

The Nursing Supervisor shall be compensated in accordance with Appendix A of this contract, until such time as a Director of Health Services is hired, at which time the additional stipend shall cease, and the Nursing Supervisor position will be eliminated.

The nursing supervisor shall be compensated for five (5) days worked during the summer recess at the per diem rate. Any additional days will be at the discretion of the Superintendent of Schools. Pay for the preschool work shall be added to the first regular paycheck.

B. Secondary Differential Compensation

Nurses working at the secondary school level shall receive an additional annual remuneration according to the following schedule:

\$656

C. Athletics' Differential

In order to check physicals prior to the start of fall sports practice, up to three (3) days, if necessary, as determined by the Board, with a minimum of two (2) days shall be available to be worked at each secondary school. Payment for this work shall be at the Nurses' per diem and shall be added to the first regular paycheck. If a secondary school has more than one Nurse stationed at the school, the most senior Nurse shall have first option to work the two days. The days shall be scheduled with the mutual agreement between the Nurse and the Building Principal. If agreement cannot be reached, the Nursing Supervisor shall be contacted in order to offer another bargaining unit member the days. Preference shall be given to Nurses currently working in the building.

ARTICLE 32 – MILEAGE REIMBURSEMENT

All nurses and nursing supervisors shall receive remuneration at the IRS mileage reimbursement rate upon submission of a signed travel voucher to the Chief Finance Officer per schedule of the Chief Finance Officer.

ARTICLE 33 - BULLETIN BOARDS

The Board shall continue to maintain bulletin boards as is the current practice for the use of the Association/Union.

ARTICLE 34 – DURATION

- A. The duration of this Agreement shall be effective upon execution and extend through June 30, 2024, and until a subsequent contract is negotiated, and becomes effective, subject to any retroactive provisions agreed upon in a subsequent contract.
- B. This Agreement is and contains the entire Agreement between the parties and shall not be altered or amended except by a written Agreement signed by both parties hereto.
- C. Negotiations for the next subsequent period shall be commenced in accordance with State statute. This Agreement is made and entered into this 10th day of April 2021 by and between the Enfield Board of Education and Enfield School Nurses' Association (ESNA) / UPSEU Local 424, Unit 125.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto.

FOR ENFIELD BOARD OF EDUCATION

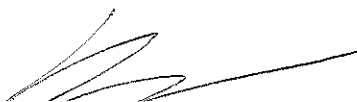
FOR ENFIELD SCHOOL NURSES' ASSOCIATION / UNITED PUBLIC SERVICE EMPLOYEES UNION (UPSEU)



Board of Education Chairperson

4/20/21

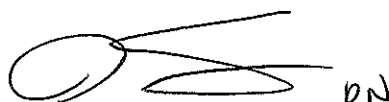
Date



Kevin E. Boyle, UPSEU President

4-20-21

Date



Jessica Spera, Unit President

4/20/2021

Date

APPENDIX A

General Wage Increases:

- Effective & retroactive to July 1, 2020, all eligible employees shall advance one step and receive a 3% General Wage Increase (GWI).
- Effective & retroactive to July 1, 2021, all eligible employees shall advance one step and receive a 2% General Wage Increase (GWI).
- Effective & retroactive to July 1, 2022, all eligible employees shall advance one step and receive a 2.25% General Wage Increase (GWI).
- Effective & retroactive to July 1, 2023, all eligible employees shall advance one step and receive a 2.5% General Wage Increase (GWI).

SCHOOL NURSES' SALARY SCHEDULE

		2020-21	2021-22	2022-23	2023-24
		3.00%	2.00%	2.25%	2.50%
<u>Registered Nurse</u>	Step 1	43,271	44,136	45,129	46,257
	Step 2	44,353	45,240	46,258	47,414
	Step 3	45,460	46,369	47,412	48,597
	Step 4	47,735	48,690	49,786	51,031
	Step 5	50,122	51,124	52,274	53,581
	Step 6	53,414	54,482	55,708	57,101
<u>Associate's Degree</u>	Step 1	43,916	44,794	45,802	46,947
	Step 2	45,017	45,917	46,950	48,124
	Step 3	46,142	47,065	48,124	49,327
	Step 4	48,449	49,418	50,530	51,793
	Step 5	50,874	51,891	53,059	54,385
	Step 6	54,210	55,294	56,538	57,951
<u>Bachelor's Degree</u>	Step 1	44,570	45,461	46,484	47,646
	Step 2	45,682	46,596	47,644	48,835
	Step 3	46,826	47,763	48,838	50,059
	Step 4	49,166	50,149	51,277	52,559
	Step 5	51,626	52,659	53,844	55,190
	Step 6	55,000	56,100	57,362	58,796
<u>Master's Degree</u>	Step 1	45,859	46,776	47,828	49,024
	Step 2	46,970	47,909	48,987	50,212
	Step 3	48,113	49,075	50,179	51,433
	Step 4	50,455	51,464	52,622	53,938
	Step 5	52,914	53,972	55,186	56,566
	Step 6	56,288	57,414	58,706	60,174

APPENDIX B
SIDE LETTER OF AGREEMENT

Enfield Board of Education and Enfield School Nurses' Association,
UPSEU Local 424 - Unit 125

The Enfield Board of Education (the "Board") intends to create and fill the position of Director of Health Services (the "Director") in June/July 2021. As a result of the creation and filling of the Director position, the Board will be eliminating the position of Nursing Supervisor. Accordingly, the Board and the Enfield School Nurses' Association, UPSEU Local 424 - Unit 125 agree that until the Director position is created and filled, the Board will continue to contract with the Nursing Supervisor, and all references to the Nursing Supervisor will remain in the CBA. Once the Director position is created and filled, all references to the Nursing Supervisor's duties in the CBA will be replaced with references to the Director. To the extent there are any provisions of the CBA that refer to benefits and pay for the Nursing Supervisor or promotions to that position, those provisions will have no force and effect once the Director level position is created and filled.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto.

FOR ENFIELD BOARD OF EDUCATION

**FOR ENFIELD SCHOOL NURSES'
ASSOCIATION / UNITED PUBLIC
SERVICE EMPLOYEES UNION
(UPSEU)**



Its Authorized Agent

Date

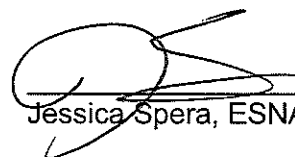
4/20/21



Kevin E. Boyle, UPSEU President

Date

4-20-21



Jessica Spera, ESNA Unit President

Date

4/20/2021