

PROFESSIONAL AGREEMENT

BETWEEN THE

VERNON BOARD OF EDUCATION

AND THE

VERNON SCHOOL NURSES' ASSOCIATION

July 1, 2023 – June 30, 2027

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ARTICLE I RECOGNITION

The Board of Education, (herein referred to as the “Board”), recognizes the Vernon School Nurses Association, (herein referred to as the “Association”), as the sole and exclusive bargaining agent for the purpose of:

1. Professional negotiations of wages, hours and other conditions of employment for all Registered Nurses (herein referred to as “Nurses”) employed by the Board.
2. To encourage and abet an effective and harmonious working relationship between the Board and the Nurses in order that the cause of healthcare in the educational environment may be best served. Recognition is granted pursuant to certification issued by the State Labor Relations Board in case no. ME-5257.

ARTICLE II LICENSURE

Throughout the term of this Agreement, all Nurses will maintain and furnish the Board with a valid Registered Nurse’s license issued by the Connecticut Department of Public Health. If at any time during the term of this Agreement a Nurse loses or ceases to hold a valid license from the Connecticut Department of Health which entitles them to discharge the duties and responsibilities of a School Nurse, it shall be deemed just cause for immediate termination.

ARTICLE III WORK YEAR

1. The work year for the Nurses shall be the student school year and shall not exceed 183 student days. In addition, Nurses will work five (5) additional days either before school begins or after school is no longer in session. Workdays may be at the discretion of the Nurse with prior approval of school building administration. These five (5) days can be worked in small blocks of time as long as the total amount of hours worked equals thirty-five (35). Any change shall be subject to negotiations between the Board and the Association.

2. Nurses shall have a duty-free lunch period in their assigned schools. Nurses who have their lunch period interrupted by student or staff medical needs may take compensable time immediately after providing the needed service.

It is understood that Nurses are free to leave the building during their lunch period, with prior arrangements for nursing coverage, mutual agreement of the building principal or designee, and notification of departure and destination prior to leaving.

3. On each workday, Nurses shall report for work fifteen (15) minutes prior to the opening time for that day and shall remain thirty (30) minutes after school closes. On half-day sessions or early closing, Nurses shall remain until the last bus leaves. Any change to the length of the workday beyond the current seven and one-half (7½) hours shall be subject to negotiations between the Board and the Association.
4. Nurses shall not be assigned scheduled duties such as cafeteria, playground, *etc.*
5. Any Nurse required to travel from one school to another during the course of their normal working schedule shall be reimbursed mileage using the current IRS standard mileage rate.
6. Nurses shall be compensated at their regular hourly rate for any medical emergency beyond their normal working hours for a contracted school year.

ARTICLE IV **PROFESSIONAL NEGOTIATIONS**

1. The Board and the Association agree to commence negotiations in good faith, in accordance with state statute, to secure a successor agreement relative to all matters concerning wages, hours and other conditions of employment. The Agreement so negotiated shall bind and inure to the benefit of the Board, Nurses and the Association and shall be reduced to writing and signed by the Board and Association.
2. The Board and the Association shall cooperate with one another upon reasonable request to provide information, statistics and records which the Association or the Board may deem necessary for the proper administration of this Agreement. Either party may, if it so desires, utilize the services of outside consultants or negotiators and may call upon professional and lay representatives to assist in negotiations.
3. The Board will provide Nurses with electronic access to a copy of this Agreement within a reasonable time after the date of the signing of this Agreement; new Nurses will be provided with electronic access to a copy of this Agreement at the time of hiring.

ARTICLE V
LEAVE PROVISIONS

1. Personal Days

Nurses shall be entitled to five (5) days of paid personal leave in each school year for imperative personal business which could not effectively be conducted outside of school hours. All personal days must receive prior notification and approval of the Nurse Supervisor and the Principal and/or the Superintendent.

Personal days are non-accumulative.

Requests for personal days shall, when possible, be submitted to the Nurse Supervisor and the Principal and/or Superintendent at least seven (7) days prior to the requested day of leave. In extreme emergencies, personal days may be granted by the Nurse Supervisor and the Principal or Superintendent to eligible staff members unable to request the day(s) in advance.

2. Bereavement

Up to three (3) days with full pay will be granted in the event of death(s) within the Nurse's immediate family. Immediate family for the purposes of this clause is defined as spouse, children, parents, grandparents, siblings, stepchildren, grandchildren, son-in-law, daughter-in-law, great grandparents, great grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, and also any relative who is domiciled in the Nurse's household.

3. Religious Days

After five (5) personal days have been used during a contract year, the Superintendent may grant up to three (3) additional days for the observation of recognized religious holidays.

4. Unauthorized Absence

Loss of pay for a Nurse's unauthorized absence shall be based on the Nurse's current daily rate of pay in the year of occurrence. Such rate shall be determined by the number of days Nurses are required to work.

5. Professional Development

With prior approval of the Nurse Supervisor and the Superintendent, Nurses may attend up to three (3) health related in-services. Full pay and expenses shall be granted for attending these in-services. In lieu of in-services, Nurses may select to improve and expand one's knowledge base utilizing professional development funds

to obtain membership to professional organizations, and to obtain health-related subscriptions or textbooks. In addition, each Nurse shall be allowed one school day for the purpose of visiting health programs in some other school. Each Nurse shall submit a properly executed request form and furnish a report to the Superintendent following the conference or visit.

6. Maternity Leave

Employees will be granted maternity leave as applicable to state and federal statutes.

7. Childrearing Leave

1. Nurses wishing to apply for childrearing leave may make application for such leave to the Board through the Superintendent in accordance with established procedures governing all requests for unscheduled leaves of absence other than personal leave, sick leave, or other leaves specifically provided for in this Agreement.

2. Requests for childrearing leave shall be considered by the Board in good faith in a manner identical to other requests from Nurses for unscheduled leaves of absence.

8. Leaves of Absence

1. Leaves of absence may be granted by the Board after two (2) years of service. A letter of intent must be presented to the Board before May 1st for the leave of absence starting in September of the same year. In extreme emergencies, a leave of absence may be granted by the Superintendent to eligible staff members unable to request leave in advance.

2. Leaves of absence are limited to ten (10) school months in any five (5) year period. Exceptions may be granted upon request from the Superintendent and approved by the Board.

3. A Nurse receiving a leave of absence for one year shall be guaranteed that position or a comparable position, if available, upon return, if the Superintendent is notified in writing of the intent to return by March 1st. In the event of such return, such leave shall not be considered a break in service.

9. Military Leave

It is agreed between the undersigned parties that any permanent full-time employee of the Board who is called up for full time active U.S. military service or full time U.S. National Guard duty shall be granted military pay and will be

paid a differential between military pay and their Board pay for the period of active duty, not to exceed two years from the start of the leave. Further, the Board will pay the applicable employer medical insurance premiums and make any normally required employer pension contributions for employees absent on military leave under this memorandum for the period of active duty, not to exceed two years from the start of the leave. Employees on leave will continue to be responsible for making all required employee insurance premium share contributions and all required employee pension contributions during the term of the leave. Seniority rights will continue to accrue during the period of military leave in accordance with legal requirements and the applicable collective bargaining agreement and employees absent on military leave pursuant to this memorandum will have all reinstatement rights provided by law.

ARTICLE VI SICK LEAVE

1. Nurses shall be entitled to a minimum sick leave of fifteen (15) school days in each school year with full pay. Sick leave may accumulate to not more than 172 days. Nurses hired prior to July 1, 2006 retain 182 days of accumulation. Nurses hired after July 1, 2019 and before June 30, 2023 may accumulate not more than 125 days. Nurses hired after June 30, 2023 may accumulate not more than 90 days. Sick leave shall accumulate or be restored when the said limit is reduced below this limit at the rate of one and one-half (1^{1/2}) days per month during the school year.
2. Each Nurse's accumulated sick leave may be viewed electronically.
3. In exceptional cases, a written request for extension of sick leave may be granted by the Board when a Nurse's sick time has been used up.
4. Loss of pay for Nurses exceeding their sick leave shall be based on the current rate of pay of the Nurse in the year of occurrence.
5. A physician's certificate may be required after three (3) consecutive working days of absence of any Nurse.
6. Nurses shall receive no compensation for unused accumulated sick leave upon resignation, termination or retirement from the Board.

ARTICLE VII AFTER SCHOOL MEETINGS

1. Nurses may be required to remain after school to attend the following meetings: Superintendent General Staff Meeting or other meetings called by the

Superintendent; Monthly Nurses' Staff Meetings as called by the Nurse Supervisor; General Faculty Meetings called by the School Principal; and special groups as authorized by the Superintendent.

2. The total of such meetings shall not exceed two (2) evening meetings per school year and four (4) afternoon meetings per month. Attendance exceptions shall be determined by the administration. After school meetings shall not exceed one (1) hour but in extraordinary situations may be extended to 1½ hours. Planning and Placement Team (PPT) meetings and parent/nurse conferences shall not be included in the above totals.

However, the Board shall use its best efforts to encourage parents to, where feasible, schedule PPT meetings immediately before or after the normal school day.

ARTICLE VIII **ASSIGNMENTS AND TRANSFERS**

1. Assignments and transfers of Nurses will be made by the Superintendent to best serve the interests of the educational program. Whenever possible, affected Nurses shall be given advance notice of assignments and transfers.

2. In the event that Nurse assignments for the coming year are changed during summer recess, written notice of the change in assignment will be provided to affected Nurses as soon as possible. The notice will be sent to the record address of the affected Nurse with a copy to the president of the Association. Nurses who anticipate being away from their regular mailing address for an extended period during the summer may, if they desire, leave a temporary address with the Superintendent prior to the close of school, and a copy of the change in assignment will be sent to that address.

3. Up-to-date listing of new and open positions shall be forwarded to the President of the Association and posted internally before it is advertised outside the District. Written notice will also be mailed to the President of the Association during the summer time period.

4. In the event a vacancy occurs within the bargaining unit, any Nurse may submit a written request to the Superintendent for a transfer.

5. Summer School Nursing positions must be offered internally for one week before the position is posted externally. Any nurse employed by the Board is eligible for employment as the Nurse for the Summer School Program. The salary for this position shall be the Nurse's current hourly rate.

ARTICLE IX
PROBATIONARY PERIOD

New Nurses shall serve a probationary period of ninety (90) days worked and shall have no seniority or grievance rights during this period, but shall be subject to all other provisions of this Agreement. The purpose of the probationary period is to permit the Superintendent or designee, with input from the Nurse Supervisor, to determine if the Nurse has the necessary skills and abilities to retain the position. Nurses who complete the probationary period shall acquire length of service records as to the date of their first day of work.

ARTICLE X
EDUCATIONAL REIMBURSEMENT

The Board shall, upon presentation of an official transcript, reimburse fifty percent (50%) of tuition costs and expenses up to \$300 per Nurse in a given year. All courses must have the prior approval of the Superintendent and courses must lead to a baccalaureate or higher degree in Nursing.

ARTICLE XI
REDUCTION IN FORCE

In the event of a reduction of the number of Nurses, length of service shall be a factor in the Board's determination of personnel to be retained. The salary of an individual shall not be a factor. The affected Nurse shall receive thirty (30) days' notice prior to the effective date of any such staff reduction. Nurses, who have been terminated due to reduction in force, shall have recall rights for a period of one (1) year, and shall be recalled in inverse order of layoff.

ARTICLE XII
INSURANCE

The Nurses will be entitled to the following:

1. Life Insurance

The Board agrees to provide and pay for Life Insurance coverage in the amount of \$50,000, with double indemnity for accidental death, for each Nurse.

Nurses shall be eligible to purchase at their own expense additional amounts of life insurance at applicable group rates to an amount of two (2) times their annual salary rounded to the nearest \$1000, to a maximum of \$75,000 contingent upon the insurer offering said coverage.

2. Health Insurance

The medical insurance plan available during this Agreement is the High Deductible Health Plan (HDHP) combined, for eligible Nurses, with a Health Savings Account (HSA).

The HDHP shall have a \$2,000 single and \$4,000 family annual deductible for in-network services. Out-of-network services will also be subject to a \$2,000/\$4,000 initial deductible. Once the deductible is met, there shall be no coinsurance payments required for in-network covered services. Out-of-network services shall be subject to a 70% Plan payment/30% member coinsurance payment, to a coinsurance payment maximum of \$2,000 for individual coverage and \$4,000 for family coverage. This coinsurance payment shall be in addition to the initial deductible.

An HSA shall be established by the Board for each eligible Nurse. The Board will pay 50% of the employee's deductible. The Board will pay \$1000 for single coverage and \$2000 for two-person or family coverage. The Board shall deposit those funds bi-annually in the participating Nurse's HSA account.

Prescription drugs are covered as part of the HDHP and will count toward satisfying the applicable \$2,000/\$4,000 deductible. Prescription drug co-pays for drugs purchased after the deductible has been satisfied will be subject to co-pays of \$5/\$20/\$35 for a 30 day supply. A ninety day supply is available through mail order at twice (2X) the normal 30-day co-pay.

Premium share contribution levels for the HDHP shall be paid by each participating Nurse through the following payroll deductions.

Year	
2023-2024	21%
2024-2025	22%
2025-2026	23%
2026-2027	24%

Employees who are not eligible for an HSA can participate in a Health Reimbursement Account (HRA) with the Board providing the same contributions towards reimbursement as in the HSA. The parties acknowledge that the Board's contribution toward the funding of the HSA and/or HRA plans is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees.

Starting July 1, 2023, the Vernon Public Schools will engage in a Health Enhancement Program. The Health Enhancement Program (HEP) is a wellness program that requires all enrolled employees and their spouses/children to obtain

age-appropriate wellness exams and preventive screenings. Some examples of age-appropriate care would include the following services:

- Routine Physical
- Cholesterol Screen
- Mammogram
- Cervical Cancer Screening
- Colon/Rectal Screen

Those households that do not meet the annual HEP requirements will be expected to pay a higher employee contribution. Anyone not meeting the HEP requirements will pay 10 percentage points over the current medical insurance coverage. (For example, if the current medical insurance coverage for employees is 20% and they do not adhere to the HEP, then they will pay 30%.) The program is designed to positively impact the overall health of plan participants.

3. Dental Insurance

The Board agrees to provide individual and family membership in a Co-pay Dental Plan. The Nurses' contribution towards the applicable premium rate for basic dental is thirty-five percent (35%), including Riders.

The Board also agrees, subject to the rules of the dental insurance carrier, to make available to all Nurses Dental Rider "A".

4. Self-Insurance Option/Competitive Selection

The Board may provide health coverage for Nurses through alternate carriers. In no case shall the coverages and benefits provided through alternate insurance carriers, through self-insurance or through a combination of such alternatives shall be less than the coverages available to Nurses under the group health insurance policies described elsewhere in this Article.

Should the Board desire to change insurance carriers, the Association president shall be first notified and given an opportunity to review the proposed changes. Should the Association and the Board disagree that the alternative coverage proposed will provide equal coverage to that provided by the group plans, binding arbitration as set forth under Article XIII of this Agreement may be immediately implemented at the request of the Association or the Board. Such arbitration shall take place before an impartial arbitrator with expertise in insurance. None of the individual coverages set forth in this Article shall be subject to a proposed change in carrier and/or the self-insurance option more than once per year. Should the Board self-insure or change carriers pursuant to this section, the privacy of the members of the unit shall be fully respected.

5. Health Insurance at Retirement

The Board agrees to carry retirees on its insurance roll as part of the same group as active employees at no cost to the Board until eligible for Medicare. Eligible retirees will pay the full cost of health insurance at prescribed intervals as established by the Board's Director of Business and Finance. Current insurance plans available at retirement include: HSA Plan.

ARTICLE XIII
RETIREMENT/HEALTH AND SAFETY

1. Retirement Pay

Upon the retirement or death of a Nurse, such Nurse or surviving spouse and/or dependent shall be paid an amount equivalent to two (2) days' compensation established by the individual's current wages at the time of retirement or death for each year of service to the Board.

2. Town of Vernon Retirement Plans

- A. Employees hired prior to July 1, 2016, and eligible for the Town Pension, are required to participate in the Town's Defined Benefit Plan (see Appendix A). Employees hired on or after July 1, 2016 and eligible for the Town Pension, are not eligible for the Defined Benefit Plan and shall be enrolled in the Town's Defined Contribution Plan. Employees currently enrolled and contributing to the Town's Defined Benefit Plan are not eligible for the Town's Defined Contribution Plan.

3. Health and Safety

The Board shall provide free of charge to all Nurses who wish them, medical injections for the prevention of influenza (flu shots).

ARTICLE XIV
SALARY SCHEDULE

The Nurses' wage schedule is attached hereto as Exhibit 1.

For new hires, placement on the salary schedule shall be as follows:

- Step 1 for 1-3 years of school and/or related experience
- Step 2 for 4-6 years of school and/or related experience
- Step 3 for 7+ years of school and/or related experience

The middle school nurse will annually be paid an additional \$500 and the high school nurse will annually be paid \$1000. The Nurse at Center Road School will annually be paid \$250

Nurses shall be paid an educational stipend of \$500 per year for a Master's Degree.

The Nurses shall receive salary through direct deposit.

Any Nurse previously employed by the Board and who left the Board's employment in good standing, shall be allowed to return to the district to work as a substitute nurse.

ARTICLE XV

GRIEVANCE PROCEDURES

1. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of Nurses. Both parties agree that proceedings shall be kept as confidential as is appropriate.

2. Definitions

For the purpose of this Agreement, a grievance shall be defined as a written complaint by a Nurse that a specific provision or provisions of this Agreement has been misapplied or misinterpreted. A grievance shall state a specific section or sections of the Agreement claimed to be misapplied or misinterpreted and shall also contain a clear statement of the relief requested.

"Party in interest" shall mean the person or persons making the claim, including their designated representative as provided for herein and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

"Days" shall mean days when school is in session.

3. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.

If a Nurse does not file a grievance in writing within thirty (30) days after they knew, or should have known, of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

Failure by the aggrieved Nurse at any level to appeal a grievance to the next level within the specified time shall be deemed to be acceptance of the decision rendered at that level.

All grievances must be processed after school hours, unless otherwise mutually agreed upon.

4. Informal Procedures

If a Nurse feels that they may have a grievance, they must first discuss the matter with the Nurse Supervisor or other appropriate administrator in an effort to resolve the problem informally.

If a Nurse is not satisfied with such disposition of the matter, they shall have the right to have the Association assist them in further efforts to resolve the problem informally with the Nurse Supervisor or other appropriate administrators.

5. Formal Procedures

Level One - Principal

If an aggrieved nurse is not satisfied with the outcome of informal procedures, or if they have elected not to utilize such procedures, they may present their claim as a written grievance to their principal or other appropriate administrator. If the grievance is directed at the principal, the grievance would be presented to the Assistant Superintendent in lieu of the principal.

The principal or Assistant Superintendent shall, within five (5) days after receipt of the written grievance, render their decision and the reasons therefore in writing to the aggrieved Nurse, with a copy to the Association.

Level Two - Superintendent

If the aggrieved Nurse is not satisfied with the disposition of their grievance at Level One, they, within three (3) days after the decision, or within eight (8) days after their formal presentation, file their written grievance with the Association for referral to the Superintendent.

The Association shall, within five (5) days after receipt, refer the grievance to the Superintendent, but prior to so doing; the Association shall provide an opportunity for the aggrieved Nurse to meet with the appropriate Association committee to review the grievance.

The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved Nurse and with representatives of the Association for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept by the Superintendent and made available to party or parties concerned or their authorized representatives and the Board of Education upon written request.

The Superintendent shall, within five (5) days after the hearing render a decision and the reasons therefore in writing to the aggrieved Nurse, with a copy to the Association.

Level Three - Board

If the aggrieved Nurse is not satisfied with the disposition of their grievance at Level Two, they may, within three (3) days after the Superintendent's decision, file the grievance again with the Association for appeal to the Board.

The Association shall, within three (3) days after receipt refer the appeal to the Board.

The Board or its designated Grievance Committee shall, within ten (10) days after the receipt of the appeal, meet with the aggrieved Nurse and with representatives of the Association for the purposes of resolving the grievance. A hearing of the grievance shall include testimony, if offered, from the aggrieved Nurse with representatives of the Association if desired as well as testimony from the Superintendent or administrator(s) if offered. Both parties may be allowed to present testimony if they wish. Under normal situations, the Board will avoid receiving testimony from either Administration, or the Nurse or their representative after the hearing has been concluded. Full and accurate record of such hearing shall be kept by the Superintendent and made available to any party or parties concerned on their written request.

The Board shall, within three (3) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved Nurse, with a copy to the Association, unless extreme extenuating circumstances make it impossible for the Board to file a written decision within three (3) days, in which case a decision is to be filed as soon as possible.

Level Four - Arbitration

If the aggrieved Nurse is not satisfied with the disposition of this grievance at Level Three, they may, within three (3) days after the decision, request in writing to the president of the Association that their grievance be submitted to arbitration.

The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing.

The Chairperson of the Board and the President of the Association shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall immediately be called upon to select the single arbitrator.

The Arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved nurse and other parties in interest as they shall deem requisite.

The Arbitrator shall, within thirty (30) days after conclusion of the hearings, render their decision in writing to all parties in interest setting forth their findings of fact, reasoning, and conclusions on the issues submitted. The decision of the Arbitrator shall be final and binding upon all parties in interest.

The costs for the services of the Arbitrator shall be borne equally by the Board and the Association.

6. Rights of Nurses to Representation

No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.

The Association may act as or for an aggrieved Nurse at any stage in this procedure, provided that this shall not be interpreted to limit the right of a Nurse to present their own grievance at Levels One, Two and Three without representation by the Association. Any party in interest may be represented at Levels Two and Three of the formal grievance procedure by a person of their own choosing, except that they may not be represented by a representative or by an officer of any nurse organization other than the Association. The Association shall have the right to state its views when it does not represent the Nurse.

In the event that the Association shall not have elected to submit a grievance to arbitration, the aggrieved nurse may submit their grievance to arbitration independently by following the procedure outlined above in lieu of the Association, provided; however, that in such case the costs for the services of the arbitrator shall be borne by the aggrieved nurse.

The Association and/or the Board may, if they so desire, call upon any professional services for consultation and assistance at any stage of the procedure.

7. Miscellaneous

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, except for the final decision of the Arbitrator, should such be rendered.

**ARTICLE XVI
JUST CAUSE/TERMINATION OF EMPLOYMENT**

No Nurse shall be discharged, demoted, suspended or disciplined in any way except for just cause.

**ARTICLE XII
ASSOCIATION SECURITY**

1. The Board agrees to deduct from the pay of its Nurses who provide written authorization for such deductions from their wages, membership dues, as may be fixed by the Association. Such deductions shall continue for the duration of this Agreement or any extension thereof.

2. The deduction for Association dues in any month shall be made during the first payroll week of said month and shall be remitted to the Association no later than the first day of the following month. A signed card approved by the Board authorizing the deduction will be provided to the Board by Nurses who voluntarily determine to join the Association. The Association agrees to hold the Board harmless from damages arising from the making of authorized deductions.

3. The Board agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Association agrees that there will be no strike or other form of work stoppage during the life of this Agreement.

4. The Board shall prepare a list of Nurses showing their seniority in length of service with the Board and deliver the same to the Association on or before December 1 of each year. Unless the Association files a grievance concerning the list within thirty (30) calendar days of receipt of same, the list will be presumed to be correct for all purposes of this Agreement. Upon completion of their probationary period, new Nurses shall be added to this list.

**ARTICLE XIII
GENERAL PROVISIONS**

1. This Agreement contains the full and complete agreement between the Board and the Association and neither party is required to renegotiate upon any item, whether it is covered or not, during the term of this Agreement.

2. In the event that any provisions or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.
3. This Agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the Association, which amendment shall be appended hereto and become a part hereof.


ARTICLE XIX
DURATION AND HOLDOVER

The provisions of this Agreement shall be effective as of July 1, 2023 and shall continue and remain in full force and effect to and including June 30, 2027.


In the event the Board and the Association fail to secure a successor agreement prior to the termination of this Agreement, the Board or the Association may elect to extend the duration of this Agreement until a successor agreement is made. Such successor agreement shall become effective on July 1st of the year in which the current Agreement would otherwise have expired.

SIGNATURE BLOCK

This Agreement is made and entered into on the 12th day of December, 2022 by and between the Board and the Association.



Anne Fischer, Chairperson
Vernon Board of Education



Patricia Albert, President
Vernon School Nurses' Association

EXHIBIT 1

**Vernon Public Schools
Nurses' Wage Schedule
Years 2023- 2027**

	2023-2024	2024-2025	2025-2026	2026-2027
Entry 3 Years	\$59,000	\$60,180	\$61,384	\$62,611
4-6 Years	\$61,000	\$62,220	\$63,464	\$64,734
7+ Years	\$62,500	\$63,750	\$65,025	\$66,326
Nurse Supervisor	\$70,000	\$71,400	\$72,828	\$74,285

New hires will be placed on the Wage Schedule as follows:

- Step 1 for 1-3 years of school and/or related experience
- Step 2 for 4-6 years of school and/or related experience
- Step 3 for 7+ years of school and/or related experience

An employee's hourly rate will be determined by dividing the annual salary by 187 days divided by the maximum hours per day (7.5 hours) an employee may work (Example: $\$50,000 / 187 / 7.5 = \35.65).

EXHIBIT 2



CO-PAY DENTAL with Rider A

The Co-Pay Dental plan covers diagnostic, preventive and restorative procedures necessary for adequate dental health.

COVERED SERVICES INCLUDE:

- ✓ Oral Examinations
- ✓ Periapical and bitewing x-rays
- ✓ Topical fluoride applications for members under age 19
- ✓ Prophylaxis, including cleaning, scaling and polishing
- ✓ Relining of dentures
- ✓ Repairs of broken removable dentures
- ✓ Palliative emergency treatment
- ✓ Routine fillings consisting of silver amalgam and tooth color materials; including stainless steel crowns (primary teeth)*
- ✓ Simple extractions**
- ✓ Endodontics-including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)

*Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the member is not covered by Dental Amendatory Rider A.

**Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the member is not covered by the Dental Amendatory Rider A.

ACCESSING BENEFITS:

Participating Dentists Benefits

When a member receives care from one of over 1,800 Participating Dentists, he or she simply presents his or her identification card showing dental coverage. The dentist bills us directly for all covered services. For dental care provided by a Participating Dentist, we will pay the lesser of eighty percent of the dentist's usual charge or eighty percent of the Usual, Customary and Reasonable charge as determined by us. The dentist accepts the allowance upon which the payment is based as payment in full and will make no additional charge to the member except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

For covered dental services provided by a Non-Participating Dentist, in or out of Connecticut, we pay the lesser of eighty percent of the dentist's charge or the applicable allowance for the procedure, as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description of the Anthem Blue Cross and Blue Shield of Connecticut Co-Pay Dental Plan. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

08/16/2016

Dental Amendatory Rider A Additional Basic Benefits

In addition to the services provided under your dental program, the following additional basic benefits are provided:

- ◆ Inlays (not part of bridge)
- ◆ Onlays (not part of bridge)
- ◆ Crown (not part of bridge)
- ◆ Space Maintainers
- ◆ Oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction
- ◆ Apicoectomy

The dental services listed above are subject to the following qualifications:

We will pay for individual crowns, inlays and onlays only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by us.

We will not pay for a replacement provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for individual crowns, inlays or onlays placed to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross and Blue Shield will pay the lesser of 50% of the dentist's usual charge or 50% percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 50% of the dentist's charge or 50% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description of the Anthem Blue Cross and Blue Shield of Connecticut Co-Pay Dental Plan. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

08/16/2016

EXHIBIT 3

A. Defined Benefits Plan for Employees hired prior to July 1, 2016

The Board will continue, without change, the existing Defined Benefits Plan, presently in effect, covering bargaining unit members as follows:

Normal Retirement: Age 62 and ten (10) years of services or Age 60 and thirty-two (32) years of service.

Multiplier: Two percent (2%)

Average Earnings: Monthly salary or wage received averaged over a five (5) year consecutive period which results in the highest average

Benefit: The monthly benefit rate is calculated as two percent (2%) of average monthly earnings times (x) credited service to a maximum of thirty-five (35) years and a maximum of seventy percent (70%).

Vesting: Five (5) to ten (10) year sliding scale, one hundred percent (100%) vesting at ten (10) years of credited service.

Employee Interest: Employees are guaranteed two percent (2%) interest on all their contributions

Employee Contribution: Effective July 1, 2016, employees shall contribute seven percent (7%) of base wages to the pension plan.

B. Defined Contribution Plan for Employees hired on or after July 1, 2016

Employees hired on or after July 1, 2016 are not eligible for the Defined Benefits Plan but will automatically be enrolled in the Defined Contribution Plan provided the employees have the option to opt-out of the plan. The Board will contribute 2% of the employee's base wages for all employees who elect to participate in the Defined Contribution Plan. If an employee contributes 7.5% or more of his or her wages to this plan the Board will contribute an additional 2% for a total contribution by the Board of 4% of the employee's annual base wages. Final payout of sick and vacation time will not be added to the final average earnings of the pension calculation. The Board will establish such Defined Contribution Plan as soon as administratively possible.

Vested Board contributions for the employee shall be as follows with no minimum age:

5 years of service	25%
6 years of service	40%
7 years of service	55%
8 years of service	70%
9 years of service	85%
10 years of service	100%

C. This change shall not affect any employee who is in the employ of the Vernon Public Schools and a participant of the Town of Vernon Pension Plan prior to the signing of this Agreement from participating in the Town of Vernon Pension Plan program upon transfer to this bargaining unit.

No employee hired prior to July 1, 2016 may participate in the Defined Contribution Plan.

At any time, should employees in this bargaining unit subject to the Pension Plan represent less than a majority of the bargaining unit; such employees will be permitted to maintain their Pension Plan benefits as listed in this Article, throughout their employment with the Vernon Public Schools.

EXHIBIT 4

Health Insurance Plan Summary

Please click on the link below to visit the Vernon Public Schools website

for current health plan information:

<https://www.vernonpublicschools.org/departments/human-resources/insurance>