

COLLECTIVE BARGAINING AGREEMENT

By and Between

Brookfield Board of Education

and the



**UNITED PUBLIC SERVICE EMPLOYEES UNION
Brookfield BOE Nurses
Local 424 - Unit 131**

JULY 1, 2021 - JUNE 30, 2024

TABLE OF CONTENTS

	Page
Article I Recognition Agreement	1
Article II Board of Education Rights	1
Article III Qualifications For School Nurses.....	1
Article IV Salaries/Pay Rates.....	1
Article V Duration of Contract.....	2
Article VI Insurance Benefits.....	2
Article VII Pension Plan	5
Article VIII Retirement Benefit	6
Article IX Grievance Procedure.....	6
Article X Paid Time Off Benefits	7
Article XI Hours and Working Conditions.....	10
Article XII Resignation	12
Article XIII Termination of Employment	12
Article XIV Longevity.....	12
Article XV Payment Plan Option	13
Article XVI Seniority.....	13
Article XVII Union Security	13
Article XVIII Non-Discrimination	14
Article XIX Savings Clause.....	14
Article XX Professional Nurses' Labor Contract	14
Article XXI Reduction in Staff.....	15
Article XXII Professional Development.....	15
Exhibit A Salary Schedule	16

The Brookfield Board of Education (the "Board") and the Brookfield Professional School Nurses' Union, UPSEU Local 424, Unit 131 (the "Union") agree as follows:

ARTICLE I - RECOGNITION AGREEMENT

Section 1.1. The Board recognizes the Union as the exclusive representative, except as noted herein, of the school nurses under the provisions of Connecticut Statute 7-468. Excluded from this representation are nurses who work less than 16 hours per week.

ARTICLE II - BOARD OF EDUCATION RIGHTS

Section 2.1. The Union recognizes that the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the public schools in the Town of Brookfield in all its aspects, including but not limited to the following: to assign all work to employees or other persons; to select, hire, demote and promote employees; to transfer and layoff employees; to determine work schedules and hours of work; to establish and continue policies, practices and procedures for the conduct of business and the management of operations; and, from time to time, to change or abolish such policies, practices or procedures. These rights, responsibilities and prerogatives shall not be exercised in a manner inconsistent with or in violation of the specific terms or provisions of this Agreement.

ARTICLE III - QUALIFICATIONS FOR SCHOOL NURSES

Section 3.1. Professional School Nurses shall meet the qualifications for a School Nurse in compliance with Connecticut General Statutes and regulations as adopted by the Connecticut State Board of Education.

ARTICLE IV - SALARIES/PAY RATES

Section 4.1. The Professional Nurses' Salary Scale for the period of July 1, 2021 through June 30, 2024 shall be that set forth as "Exhibit A" attached hereto and made a part hereof.

Section 4.2. All Nurses who are authorized in advance and required by assignment to use their own personal vehicle to travel between schools within the work day shall be reimbursed at the IRS allowance rate.

Section 4.3. If an employee is called back to work outside her/his regularly scheduled work hours, she/he shall be paid for all hours actually worked at the regular rate of pay, or overtime if applicable.

ARTICLE V - DURATION OF CONTRACT

Section 5.1. The provisions of this Agreement shall be effective from the date of signing through June 30, 2024. If this Agreement expires during negotiations for a new agreement, the terms and conditions of the existing agreement will continue until a new agreement is established.

ARTICLE VI - INSURANCE BENEFITS

Section 6.1. Long-Term Disability Coverage.

- A. Eligible Nurses who become totally and permanently disabled are entitled to monthly benefit payments equal to sixty-six and two-thirds percent (66-2/3%) of their monthly salary in effect on their last day worked (i.e., the then current annual salary divided by twelve) up to a maximum benefit payment of \$2,500 per month, in accordance with the policies and rules of the insurance provider and plan.
- B. Benefit payments to eligible Nurses will begin after the expiration of six (6) months following the Nurse's last day worked.
- C. Upon commencement of disability payments the disabled nurse may apply any unused accumulated sick leave days and receive payment thereof at the rate of two (2) sick days per calendar week during the period of disability as a supplement to the long term disability payments until the remaining accumulated sick leave is exhausted or the long term disability-payments cease. At no time shall the nurse's gross pay from the above sources, calculated on an annual basis, exceed the nurse's annual salary as of the last day worked or as adjusted above.
- D. In no event shall long-term disability benefits be paid beyond the month in which the disabled nurse reaches age 62.

Section 6.2. The Board shall pay the cost of \$1,000,000 per incident of malpractice insurance while nurses are performing duties for the Board. Additional insurance will be provided under the District's Excess Liability policy.

Section 6.3. Life Insurance: The Board will pay 100% of the cost of Group Life Insurance coverage for each employee covered by this Agreement in the amount of one (1) times their current salary.

Section 6.4. The Board shall provide individual, two-person or family managed care health insurance coverage, for each full-time employee who wishes to participate.

A. 1. The Board shall offer full-time employees the Connecticut State Partnership Plan 2.0 with penalties for noncompliance with wellness provisions, with amendments effective October 1, 2017.

2. The Board may in its discretion discontinue offering employees medical benefits under the Connecticut Partnership Plan 2.0 and in the event it does so it shall offer employees benefits through a high deductible health plan with a \$2,000/\$4,000 deductible and \$15/\$25/\$40 prescription drug co-pays after the deductible is satisfied. If the Board discontinues offering employees benefits under the Connecticut Partnership Plan 2.0 and offers benefits under the high deductible health plan, as referenced above, the Board will contribute to the deductible cost to employees' health savings accounts each year through quarterly installment payments as follows:

- | | | |
|-------|---|-----|
| (i) | In the 1 st year the Board offers the HDHP | 40% |
| (ii) | In the 2 nd year the Board offers the HDHP | 40% |
| (iii) | In the 3 rd year the Board offers the HDHP | 40% |

Employees shall contribute the following percentage of premium costs for the high deductible health plan:

- | | | |
|-------|---|-----|
| (i) | In the first year the Board offers the high deductible health plan | 15% |
| (ii) | In the second year the Board offers the high deductible health plan | 16% |
| (iii) | In the third year the Board offers the high deductible health plan | 17% |

B. Dental coverage with the following features: Diagnostic and preventive services payable at 100%. \$50 Individual and \$100 Family deductible per calendar year shared between Basic and Major services. Basic services payable at 80% and subject to deductible. Major services payable at 50% and subject to deductible. Maximum benefit of \$1,200 per person per calendar year.

C. Annual premium sharing will be made by the eligible employee through payroll deduction of 21 equal payments, whereby the eligible employee will contribute the following sums toward premium costs of the applicable medical and dental coverage:

<u>7/1/21 – 6/30/22</u>	<u>7/1/22 – 6/30/23</u>	<u>7/1/23 – 6/30/24</u>
16%	16%	17%

These premium share rates shall be based on the allocation rates if self-insured or premium rates if fully insured, in effect on July 1st of each year of the contract.

D. Eligible employees wishing to participate in the medical insurance program must complete and sign a participation agreement and payroll deduction form.

Section 6.5. The insurance coverage shall be provided by the Board and the provided plan must be fully complied with by employees and health benefit participants. All applicable disincentives and penalties will be enforced.

Section 6.6. The Board shall adopt an I.R.S. Section 125 Plan for Board provided health benefit premium sharing by employees. This plan shall be part of one (1) Brookfield School District-wide plan. I.R.S. regulations shall govern the administration of this plan. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Union or any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members, employees or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

Section 6.7. Election Not to Participate.

- A. Members of the Union who participated in the medical insurance program in 1998-1999 and newly hired nurses may elect on an annual basis not to participate in the medical insurance program as described in this Article. Members who elect not to participate must sign an affidavit indicating that they are declining medical coverage for the year and that they are covered by other medical insurance. Those members who elect not to participate will be compensated at a rate of \$1,000. The benefit is payable in one lump sum no later than the last scheduled workday. Participating nurses who terminate their employment during the course of the year will be compensated on a prorated basis at the time of termination.
- B. Members who elect not to participate in the medical insurance program may re-enroll in the medical program during the year if they provide evidence to the Board that they are no longer covered by other medical insurance. The member would make the annual premium sharing contribution, pro-rated for the number of months of medical coverage. Re-enrolled members may not elect out of the medical insurance program again until July 1st.

Section 6.8. If the Board wishes to change the carriers or administrators of the health insurance benefits listed in this Article, it must offer employees a plan with coverage substantially equivalent or better to that described in this Article and a network that includes at least 90% of the current network providers. The employee Union will be consulted regarding any proposed insurance carrier coverage and the Board will provide to the Union, upon request, an analysis of the similarities and differences between the current and proposed carriers in order to substantiate that the two are substantially equivalent or better. Any dispute regarding substantial equivalency or increase of coverage shall be resolved in accordance with Article IX, Step Four (Arbitration) before the

American Arbitration Association (AAA), in accordance with AAA labor rules, prior to implementation of any such change, provided the Union files for arbitration within ten (10) working days of being provided the insurance comparison by the Board.

Section 6.9. The Board will provide an Employee Assistance Program for eligible bargaining unit employees.

ARTICLE VII - PENSION PLAN

Section 7.1. This Section 7.1 shall apply to all eligible members of the bargaining unit who were hired by the Board on or before June 30, 2017.

- A. The Board and the Union agree that all the terms and provisions of the Pension Plan titled "Town of Brookfield Pension Plan" (the "Pension Plan") shall apply to all eligible members of the bargaining unit who were hired by the Board on or before June 30, 2017. Though Normal Retirement Age for employees shall be sixty-two (62) years, employees shall continue to receive pension credited service beyond age 62 if they are working and continuing to make pension contributions to the Pension Plan. Employees shall not be required to retire at age 70.
- B. The pension plan referenced in subsection A above shall include the following:
The normal retirement benefits shall be two percent (2%) of the Average Final Earnings times Years of Credited Service earned on or after January 1, 1994 plus one and three-quarter percent (1.75%) of the Average Final Earnings times Years of Credited Service earned prior to January 1, 1994. Average Final Earnings shall mean the average of the employee's earnings during the three calendar years that produce the highest average (inclusive of overtime hours worked, longevity and any applicable bonuses.)

Participation in the pension plan shall be mandatory for all eligible employees unless the employee elects to participate in a Defined Contribution Plan in accordance with the terms of the Pension Plan.

Each employee, regardless of age, shall make pension contributions of five percent (5%) of applicable annual earnings (inclusive of overtime hours worked, longevity and any applicable bonuses) after one year of full-time service. The Pension Plan shall be designed to permit exclusion from taxable income of the employee's pension contributions.

Section 7.2. Hybrid Pension.

- A. The Board and the Union agree that all the terms and provisions of the Town's Hybrid Pension shall apply to all eligible employees who were hired by the Board on or after July 1, 2017 (the "Implementation Date"). The Hybrid Pension means the Pension Plan as in effect after the Implementation Date. Such employees shall not be eligible to

participate in the Pension Plan as in effect prior to the Implementation Date, but eligible employees shall be eligible to participate in the Hybrid Pension.

Section 7.3. All eligible employees, regardless of hire date, shall have the option of participating in a Defined Contribution Plan in lieu of the Pension Plan or Hybrid Pension.

ARTICLE VIII - RETIREMENT BENEFIT

Section 8.1. Any employee covered by this Agreement who is at least 55 years of age and who has completed a minimum of twelve (12) years of continuous full-time service with the Brookfield Public Schools shall, upon termination of employment, receive compensation for all unused and accumulated sick leave, which in any event shall be not more than one hundred and fifty (150) days, at the rate of thirty (30.00) dollars per accumulated day.

ARTICLE IX - GRIEVANCE PROCEDURE

Section 9.1. A grievance shall mean a complaint by a member and/or the Union that there has been to her/him a personal loss, injury or inconvenience because of a violation or misinterpretation of any provision of this Agreement, except that the term grievance shall not apply to:

- Any matter for which a method of review is prescribed by law, or
- Any rule or regulation of the State Commissioner of Education, or
- Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.

Section 9.2. A grievance, to be considered under this grievance procedure, must be filed in writing on a form provided by the Board at Step 1 or subsequent appropriate Step of the procedure within twenty (20) working days after occurrence. "Working days" means work days of the bargaining unit, except during the time between school years when it means days on which the Board's offices are open for business.

Section 9.3. Failure of the Administration to respond at any step of the grievance procedure shall be considered a denial of the grievance.

Section 9.4. Procedure for handling any grievance or complaint:

- A. Optional Informal Solution: Any employee considering himself or herself aggrieved may first discuss the matter informally with his or her immediate supervisor for the purpose of resolving complaints on an informal basis, but such informal process shall not impact the grievance timelines.

- B. Step 1 - Building Principal: The grievant shall present his or her grievance in writing to the Building Principal setting forth the grounds upon which the grievance is based and the suggested remedy sought. The Building Principal shall provide a written response to the employee within five (5) working days of receipt of the grievance.
- C. Step 2 - Superintendent: If the grievance is not resolved at Step 1, the Grievant shall present the grievance in writing to the Superintendent or his designee within five (5) working days of receipt of the response from the principal. The Superintendent shall reply in writing to the employee within ten (10) working days of receipt of the grievance.
- D. Step 3 - Arbitration: If the grievance has not been resolved at Step 2, the Union may, within fifteen (15) working days after receipt of the Step 2 written decision, submit the grievance to the State Board of Mediation and Arbitration in accordance with Connecticut General Statutes. The decision of the Arbitrator shall be final and binding, to the extent provided by law. The Arbitrator shall have no power to add to, subtract from or change any provision of this Agreement.

Section 9.5. The Union may participate in any and all steps of the grievance procedure and may file grievances with the Superintendent or his designee, except as specifically prohibited by Connecticut General Statutes Section 7-468(d). In the event of any adjustments to grievances presented under Connecticut General Statute Section 7-468(d), such adjustments must be consistent with the terms of the Collective Bargaining Agreement and shall not apply to Step 4 - Arbitration. The Union shall be given the opportunity to be present at any such adjustment and should be given copies of those adjustments.

Section 9.6. Time limits referenced herein may be extended by mutual agreement. The Union will be provided copies of all grievances and written responses given during the grievance procedure. Such copies will be provided in a timely manner. Grievant s, witnesses and Union representatives representing the grievant shall be deemed in a paid work status if any of the meetings or hearings specified in this Article occur during working hours.

ARTICLE X - PAID TIME OFF BENEFITS

Section 10.1. Leaves of absence for illness and other emergencies serve not only the welfare of the individual but the school system as well. An adequate policy for such absences for professional staff members is twofold.

- It is a safeguard for pupils against the presence of a nurse incapable of performing duties.
- It provides a measure of security for a nurse who is ill or must care for an ill family member.

The success of a sound policy requires staff members to bear in mind their professional responsibilities. Time earned under this policy should never be construed as accumulated "time off" to be taken at the discretion of a staff member.

Section 10.2. Sick Leave.

- A. An employee may be absent from work with pay either during such period as actual illness or injury prevents him/her from performing his/her duties, or the employee's parent, child, or spouse. Each nurse shall be allowed leave with full pay each school year according to the following plan:
 - 1. Nurses hired on a full-time basis shall receive 16 days paid sick days each school year.
 - 2. Union members who are employed less than full-time shall receive sick leave benefits on a pro-rated basis.
- B. A full-time nurse with 5 or more years of service in the Brookfield School System, shall be allowed 20 days paid sick leave each school year. This provision does not apply to nurses hired after 7/1/10.
- C. Sick leave shall be cumulative to 150 days for full-time members and 100 full-time equivalent (FTE) days for members working less than full-time.
- D. Absence due to illness from a communicable disease shall not be deducted from sick leave, if in the opinion of the school physician the disease was contracted in school.
- E. A nurse may be required, if requested by her principal, to present a Doctor's certificate for absence due to illness.

Section 10.3. Maternity Leave.

- A. An employee who becomes disabled due to pregnancy, childbirth or conditions attendant thereto shall have such disability treated under this Agreement as any other temporary disability. Any Employee who becomes pregnant is requested to notify the Superintendent or his/her designee, in writing, as soon as practicable prior to the expected date of the need for leave in order to allow for the efficient coverage for such employee's absence.
- B. Leave shall begin when the employee's doctor certifies in writing that she is no longer physically able to work and said leave shall expire when her doctor certifies in writing that she is physically able to return to work. The Board shall have the right to require said certifications from the employee.
- C. Accumulated sick leave shall be available for use during periods of such disability. Disability leave beyond any accumulated sick leave shall be available without pay

for such reasonable further time as an employee is certified in writing by her physician to be disabled from performing the duties of her job because of pregnancy, childbirth or conditions attendant thereto.

- D. Upon her return, the employee shall be assigned to her former or comparable position if it continues to exist.

Section 10.4. Workers' Compensation.

- A. If a nurse is disabled to the extent that she cannot perform her nursing duties as a, and such nurse is eligible to receive Workers' Compensation Lost Time Benefits, the Board shall pay the difference between Workers' Compensation Benefits and the nurse's regular base salary for not more than 13 weeks provided that no nurse shall receive an aggregate income from Workers' Compensation and the amount the Board pays in excess of the net compensation she would receive if she were not disabled.
- B. A nurse disabled under Workers' Compensation for more than 13 weeks may, at his or her option, elect to receive makeup pay to the extent that such employee has accumulated sick leave. Such makeup pay shall be prorated and chargeable against the employee's accumulated sick leave.

Section 10.5. Paid Time Off.

- A. All nurses shall be entitled to use five (5) days in any one year (but not cumulative from year to year) as paid time off for the following reasons:
1. Marriage (Self, children, parents, siblings and siblings of spouse).
 2. Non-FMLA qualifying illness in the immediate family.
 3. Death not covered by bereavement leave provision.
 4. Attendance at graduation exercises (Self, spouse, son, daughter).
 5. Personal matter.
 6. Religious holidays which occur while school is in session (with at least one week prior notice).
 7. Other emergency and/or legal reason as approved by the Building Principal and Superintendent.
- B. Request for paid time off must be submitted at least 24 hours prior to the requested leave. If 24-hours' notice is impossible under the particular circumstances, the request shall be made by telephone to the principal with as much advance notice as possible.
- C. Additional emergency days may be granted in extenuating circumstances subject to approval of the Building Principal and Superintendent. Such leaves shall be deducted from accumulated sick leave.

Section 10.6. Jury Duty.

- A. Any nurse called for jury duty shall promptly notify her principal, who will notify the Superintendent. The Superintendent and principal shall decide whether or not the duty will interfere with the school program seriously enough to warrant a request for exemption or postponement, and if desirable, make such a request in writing to the proper authorities.
- B. If the nurse performs jury duty, he or she shall receive leave and benefits in accordance with state laws.
- C. When a nurse who reports for jury duty is dismissed from jury duty for the day, the nurse shall report back to her building if the dismissal from jury duty occurs early enough to provide for at least one-half a day in the nurse's building.

Section 10.7. Bereavement Leave.

- A. A nurse shall receive three (3) days off with pay in the event of a death in her/his immediate family. Immediate family shall include: husband, wife, significant other, son, daughter, mother, father, brother, sister, stepson, stepdaughter, stepmother, stepfather, stepbrother, stepsister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, foster child, son-in-law, daughter-in-law or any other person domiciled in his/her home. The employee shall receive one (1) day off with pay in the event of the death of his/her step grandmother, step grandfather, step grandchild, in-laws, aunt, uncle, niece, nephew, or cousin. Such leave shall not be subtracted from sick leave.

Section 10.8. Non-Medical Leave of Absence.

- A. Leave of absence without pay, for a period of up to one (1) year, may be granted at the discretion of the Board for valid non-medical reasons, such as family crisis, or to further education, without loss of current position on the salary schedule prior to such leave.
- B. During a leave of absence, the nurse may be given the option of maintaining all insurance benefits at the individual's own expense. Malpractice insurance will be paid by the individual nurse during the leave of absence.
- C. Authorized unpaid leaves of absence shall not be considered a break in continuous service. However, when such leave exceeds six (6) months, such unpaid leave shall not accrue toward existing seniority or longevity.

ARTICLE XI - HOURS AND WORKING CONDITIONS

Section 11.1. The nurse's workday shall be defined as fifteen (15) minutes before the normal start of the school day and ends fifteen (15) minutes after the normal school

day. In a school with more than one nurse, the building administrator may stagger the start of the work year, based on the needs of the school after consultation with the nurses.

Section 11.2. Nurses, as professionals, will remain in their schools long enough after classes are dismissed to fulfill their professional demands, which may include individual help to students.

Section 11.3. The normal employment year shall be defined as two (2) days beyond the student school year. Work beyond the normal employment year or day shall be paid at the nurses' regular hourly rate. Prior permission is required from the building administrator to work in excess of the regularly scheduled work year or day. In a school with more than one nurse, the building administrator may stagger the start of the work year, based on the needs of the school after consultation with the nurses. Nurses who are required by management to attend nursing staff meetings at the end of the school day shall be paid at the nurses' regular hourly rate.

Section 11.4. Union members will receive a one-half (1/2) hour uninterrupted lunch period. If a Bargaining Unit member is directed to work or gain approval to work during their lunch by the building administrator, the employee will, at the employees option, be paid for one-half (1/2) hour of work or receive one-half (1/2) hour of compensatory time. In the event of an emergency where prior approval to work during the lunch hour was not practical, then the member must notify the building administrator as soon as possible after the emergency, but no later than the end of the workday. Work during the lunch period that is not directed or approved by the building administrator will result in no pay or compensatory time.

Section 11.5. Union members working less than full-time will be paid at their per diem rate (pro-rated by hours worked) of pay when performing duties as a substitute.

Section 11.6. Any member of the Union who is required to perform nursing duties before or after school hours shall be paid at their regular hourly rate of pay up to 40 hours in any workweek. Any work beyond a nurse's regularly scheduled hours must be approved by the building administrator. All work beyond 40 hours in any workweek or on a Saturday shall be paid at one and one-half (1-1/2) times the nurse's regular hourly rate of pay. All work on a Sunday shall be paid at two (2) times the nurse's regular hourly rate of pay.

Section 11.7. Any member of the Union who is required to accompany students on an overnight field trip will be paid their hourly rate beginning with morning medication administrations and through and including nightly medication administrations. An on-call stipend of seventy-five dollars (\$75) per overnight will be paid. A nurse called during on-call hours to attend to a sick student will be paid one and one-half (1.5) times the nurse's hourly rate for a minimum of one hour. All Board-approved hotel and meal costs will be covered by the Board.

Section 11.8. When an emergency or emergencies arises, which would cause a delayed opening, Union members should report to work at a time equal to the delay. In the event of an early dismissal, Union members may leave within a reasonable and safe amount of time after student dismissal, with the approval of their building administrator. In the case of such early dismissal or delayed opening, all Union members shall be paid their normal scheduled hours.

ARTICLE XII - RESIGNATION

Section 12.1. A nurse may resign in good standing by submitting at least 30-days written notice at any time, unless the employment relationship has been terminated by mutual consent or Board action. Any nurse who resigns without such notice or by mutual agreement shall forfeit entitlement to the sick leave payout in Article 8, Section 8.1.

ARTICLE XIII - TERMINATION OF EMPLOYMENT

Section 13.1. Employees shall be reprimanded in writing, suspended or discharged for just cause. If there is a dispute between the Board and the Union as to the existence of just cause, such dispute shall be subject to the grievance procedure of this Agreement. Prior to initiating any action under this Article, the Board will provide written notice to the employee and, upon written request of the employee, the Unit President. The notice shall specifically state the allegations being investigated.

Section 13.2. Each employee has the right to review his/her personnel file and to request copies of materials contained in it within five (5) business days of such request. Employees have the right to respond in writing to any material contained in their file.

ARTICLE XIV - LONGEVITY

Section 14.1. Nurses, hired prior to July 1, 2013, shall earn longevity payments for years of completed service as active employees in the bargaining unit according to the following schedule:

8 years through 10 years - \$500
11 years through 13 years - \$1,000
14 years or more - \$1,600

Section 14.2. Such longevity payments shall be made no later than fifteen (15) days after his or her anniversary date in the bargaining unit.

Section 14.3. In the event of retirement or resignation prior to the employee's anniversary date of hire and after a minimum of six (6) months into the work year, the

employee shall receive a prorated amount of longevity payment as per above for those months worked.

Section 14.4. Longevity payments listed above will be granted over and above annual salaries contained in Exhibit A, attached hereto.

ARTICLE XV - PAYMENT PLAN OPTION

Section 15.1. Nurses shall receive their pay by direct deposit over a period of 21 paydays. All employees shall timely complete such forms as are necessary to authorize such deposits. Paydays for nurses will commence on the second payroll of the school year.

ARTICLE XVI - SENIORITY

Section 16.1. Seniority shall be defined as the length of an employee's continuous employment service within the bargaining unit. The Board shall provide the Union with a copy of the length of service list as of July 1st each year.

Section 16.2. Newly hired employees will serve a 60 school day probationary period. During the probationary period, the employee may be disciplined and/or terminated without recourse to the grievance procedure.

Section 16.3. When a bargaining unit position becomes available, such opening will be first offered to current employees in the bargaining unit. Involuntary transfers shall be based upon the experience and qualifications of bargaining unit employees.

ARTICLE XVII - UNION SECURITY

Section 17.1. All employees who are covered by this Agreement may become a member of the Union.

Section 17.2. The Board agrees to deduct from the wages of all employees covered herein who authorize such deductions in writing from their wages such membership dues as may be fixed by the Union. The Board will remit to the Union amounts collected.

Section 17.3. The Union shall indemnify and hold the Board harmless against any liability, claim or cost, excluding reasonable attorneys' fees, which may arise by reason of action taken by the Board in complying with the provisions of this Article.

Section 17.4. The Board shall supply the Union at reasonable times at the request of the Union with a list of all employees in the bargaining unit, showing their dates of hire, job classifications and titles, rates of pay, list of new employees, and dues deductions. The Board shall provide the UPSEU Labor Relations Representation in writing via email

within ten (10) days the following information as it relates to new hires: (1) first & last name; (2) work location/department; (3) pay rate (4) work phone number; (5) work email address; and (6) home address.

Section 17.5. In the event that Agency Fee union deductions become permissible by State and/or Federal law, the parties agree that the Board shall deduct the designated Agency Fee amount as provided in writing by UPSEU. The parties further agree that such Agency Fee union deductions shall be remitted to UPSEU either weekly, bi-weekly, or on a monthly basis.

Section 17.6. The Union shall be provided an opportunity to meet new employees during the first month of a new hire's appointment either on employee time, or for such new employees who have a paid lunch, at a convenient time during the workday, but shall not exceed thirty (30) minutes.

Section 17.7. Whenever it is necessary for official representation of the Union to engage in union business limited to arbitration, grievance or negotiations, representation of employees such as exercising Weingarten rights, one (1) representative of the Union will be released without loss of regularly scheduled wages.

ARTICLE XVIII - NON-DISCRIMINATION

Section 18.1. The Board shall not discriminate against employees in ways prohibited by federal and state employment and labor laws. This provision shall not be subject to the arbitration provision of this Agreement.

ARTICLE XIX - SAVINGS CLAUSE

Section 19.1. In the event any Article, Section, or portion thereof of this Agreement is declared invalid by a tribunal or court of competent jurisdiction, the remainder of this Agreement shall remain valid and in full force and effect. The Board and the Union agree that within a reasonable time after any portion of this Agreement has been declared invalid by a tribunal or court of competent jurisdiction, the Board and the Union shall meet for the purpose of negotiating a substitute for the portion(s) ruled to be invalid.

ARTICLE XX - PROFESSIONAL NURSES' LABOR CONTRACT

Section 20.1. The Board shall provide each nurse with a copy of the complete text of this Agreement including a salary schedule. Publication of the Agreement on the Board's website shall satisfy the Board's obligation under this article.

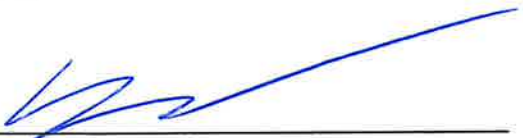
ARTICLE XXI - REDUCTION IN STAFF


Section 21.1. In the event that layoffs become necessary, the employee with the least seniority shall be laid off first. Recall shall be to the same position in the reverse order of layoff. Recall rights shall be retained for a period of eighteen (18) months following layoff. In the event the nurse is rehired off the recall list, seniority shall be restored. All available full or part-time Union positions shall be offered first to Union members on the recall list before the position is filled in any other manner. A full-time nurse who refuses recall to a full-time position or a part-time nurse who refuses recall to a part-time position shall be placed off the recall list and shall have no further recall rights. A full-time Union member may refuse a part-time position and a part-time member may refuse a full-time position without any impact on his or her future recall rights. The employee and the Unit President will be informed in writing prior to any layoff. The notice shall specify the reason(s) for the layoff.

ARTICLE XXII - PROFESSIONAL DEVELOPMENT

Section 22.1. The Board shall provide up to \$2,500 to the bargaining unit per school year for nursing professional development costs approved in advance by the Superintendent, excluding licensing and exams. The Board shall pay the full licensing and exam fees. The bargaining unit shall be responsible for determining the distribution of these professional development funds to the members, but no costs will be paid by the Board without submission of receipts documenting costs consistent with the Superintendent's prior approval. This provision shall not be subject to the grievance or arbitration provisions of this Agreement.

IN WITNESS WHEREOF, the Brookfield Board of Education and Brookfield Professional Nurses' Union have considered this Agreement to be executed by their proper officers.


Representative-UPSEU PRESIDENT, KEYNE E. BOYLE, JR.
Brookfield Professional School Nurses'
Assoc., UPSEU Local 424, Unit 131


Robert Belden, Chairperson
Brookfield Board of Education

 5/11/2022
Local Unit President

Witness

Date

EXHIBIT A
BROOKFIELD PROFESSIONAL NURSES
HOURLY WAGE SCHEDULE

	<u>GWI:</u>	0.0%	2.0%	2.5%
<u>Step</u>		<u>2021-2022*</u>	<u>2022-2023</u>	<u>2023-2024</u>
1 (0-3 years of service)		\$37.32	\$38.07	\$39.02
2 (4-6 years of service)		\$39.04	\$39.82	\$40.82
3 (7-10 years of service)		\$40.75	\$41.57	\$42.61
4 (11-14 years of service)		\$42.47	\$43.32	\$44.40
5 (15-19 years of service)		\$44.18	\$45.06	\$46.19
6 (20+ years of service)		\$45.90	\$46.82	\$47.99

*2021-2022 wages are retroactive to July 1, 2021.

Employees not at the top step who are eligible to move a step based on years of service shall move one step on July 1, 2022 and July 1, 2023.

NOTES:

- (1) The above figures do not include longevity payments
- (2) Effective upon ratification, nurses serving as Coordinator will receive an additional \$5,366 stipend annually. Effective and retroactive to July 1, 2022 this amount will increase by 2.0% to \$5,473. Effective July 1, 2023 this amount will increase by 2.5% to \$5,610.
- (3) Any nurse with a salary that is above an identified step based on their experience, receives the GWI percentage added to their current salary, and does not move onto the step schedule. When such individual gets to the point where they fit into a step, they would move onto the step schedule.
- (4) In the 2021-2022 year only, if a nurse would be entitled to a salary increase by moving to the step schedule, they would actually earn 2/3 of that increase in the 2021-2022 year and be fully on the step schedule effective July 1, 2023.