

**AGREEMENT BETWEEN
PLYMOUTH BOARD OF
EDUCATION AND
PLYMOUTH SCHOOL NURSES
ASSOCIATION**

July 1, 2023 - June 30, 2026

Approved: 5/10/23

Plymouth Board of Education

AGREEMENT

This Agreement is entered into by and between the Plymouth Board of Education (hereinafter referred to as the Board) and the Plymouth School Nurses Association (hereinafter referred to as the Association).

PREAMBLE

The general purpose and intent of this Agreement are to set forth terms and conditions of employment and to promote orderly and peaceful relations between and in the mutual interest of the Board, the Employees and the Association.

Article I Recognition

- 1.01 Pursuant to certification issued by the Connecticut State Board of Labor Relations in Case Number ME 20,548, the Board of Education recognizes the Association as the exclusive representative for the purpose of collective bargaining in respect to wages, hours of work, and other conditions of employment for all employees of the Board included in the bargaining unit.

Article II Association Security

- 2.01 Upon the submission of a voluntary written authorization signed by a bargaining unit employee, the Board agrees to deduct membership dues by means of payroll deductions.
- 2.02 The Board agrees to deduct the membership dues each payroll period.
- 2.03 The amounts to be deducted will be certified to the Board by the Association within thirty (30) days after the execution of this Agreement. The Association shall give the Board thirty (30) days written notice of any subsequent changes in the amount of membership dues provided that the Association shall not change these amounts more frequently than once annually, except when rates of pay change.
- 2.04 All sums deducted by the Board shall be remitted to the local Association's financial officer on a timely basis each month together with a list of current employees showing the amount of membership dues deducted for each employee.
- 2.05 The Board shall not be liable to the Association by reason of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by an employee.
- 2.06 The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability including attorneys' fees and the cost of administrative hearings that shall or may arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this Article.

Article III
Fair Practice

- 3.01 The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, age, sex or marital status, disability, sexual preference or other characteristic protected by law, or membership or participation in, or association with the activities of any employee's organization.
- 3.02 The Association agrees, in accordance with its constitution, to continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, age, sex or marital status, disability, sexual preference or other characteristic protected by law, and to represent equally all employees without regard to membership or participation in, or association with the activities of any employee's organization.

Article IV
Association Representation and Rights

- 4.01 The Association shall be represented for purposes of collective bargaining by a Negotiating Committee.
- 4.02 The Association will advise the Superintendent and the Board of the names of the Association President and officers, and will promptly notify the Board of any subsequent changes.
- 4.03 Bulletin board space shall be provided in each school for posting of Association notices. Copies of such Association notices will be provided to the Superintendent and the Building Principal prior to posting. The Superintendent shall ask all Administrators to seek input from a representative of the bargaining unit regarding system-wide issues and items, i.e. school year calendar, vacation changes etc., when other bargaining units are asked to submit input.
- 4.04 The Association shall be permitted to conduct meetings in any school before or after work hours upon prior notification to and approval by the Principal of the school involved, provided, however, that the Association will be required to pay for additional custodial costs caused by such meetings, if any.
- 4.05 Article V Grievance Procedure
- 5.01 Definitions
- a) A "grievance" is defined as a complaint by any employee or group of employees within the bargaining unit, or by the Association, that there has been as to them a misapplication, misinterpretation or violation of any of the specific provisions of this Agreement.
 - b) "Days" is defined as days on which school is in session.
 - c) "Board" is defined as the Plymouth Board of Education or a designated committee of said Board.

5.02

Grievances arising under this Agreement shall be presented in the following manner:

Step 1 -Building Administrator:

- a) An employee who believes she has a grievance shall first discuss the grievance within five (5) days with her building administrator in an effort to resolve the matter informally, and if such discussions do not resolve the matter, shall file a written grievance with her building principal within five (5) days of the time the grievant knew or reasonably should have known of the event or occurrence giving rise to the grievance, or the grievance shall be deemed to be waived.
- b) The building administrator shall hold a conference with grievant within five (5) days from the filing of the grievance. The aggrieved employee and an Association Member shall be present at the conference. The principal shall render a decision in writing within five (5) days of the conference.

Step 2 - Superintendent:

- a) If the grievance has not been settled in Step 1, it shall be filed in writing with the Superintendent within five (5) days of the decision in Step 1. The Superintendent shall hold a meeting with the grievant and an Association Member to discuss the grievance within five (5) days from the date the grievance is received by the Superintendent.
- b) Within five (5) days after such a meeting, the Superintendent shall submit an answer in writing to the grievance and the Association.

Step 3 - Board of Education:

- a) If the grievance has not been settled in Step 2, it shall be filed in writing with the Board within five (5) days after receipt of the Superintendent's written response in Step 2.
- b) The Board shall hear the grievance within five (5) days from the date the grievance was filed at Step 3 or at the next regularly scheduled Board meeting, whichever occurs second.
- c) The Board shall give a written answer to the grievant within five (5) days after the date of the meeting.
- d) The grievant may be represented at the hearing before the Board by the Association. The grievant may attend any such meeting.

Step 4 - Arbitration:

- a) If the grievance has not been settled at Step 3, the Association may submit the dispute to arbitration by the Connecticut State Board of Mediation and Arbitration, or if mutually agreed, to the American Arbitration Association.

- b) The Association shall notify the Superintendent of its decision to seek arbitration within thirty (30) days of the Board's decision in Step 3.
- c) Arbitration shall proceed in accordance with the rules of the arbitral tribunal. The arbitrator shall be bound by and must comply with all of the terms of this agreement and shall have no power to add to, delete from or modify in any way the terms of this Agreement. The decision of the arbitrator shall be final and binding on the Board, the Association and the grievant.

Costs and fees for the arbitration shall be borne equally by the Association and the Board of Education, provided that each party shall remain responsible for its own expenses.

- 5.03 The intention of the parties is to process and resolve grievances as rapidly as possible. To this end the time limits set forth in this Article shall be considered a maximum, provided that these time limits may be extended by mutual agreement in writing.
- 5.04 Failure of the Board or its agents to respond within the time limits specified shall be considered a denial of the grievance on the last day on which an answer could be given and shall permit the Association to appeal the grievance to the next step. Failure of the grievant to appeal the grievance at any step within the time limits specified shall be deemed to be acceptance of the last decision rendered.

Article VI

Seniority

- 6.01 An Employee's seniority shall be the total length of service from the employee's last date of employment by the Board.
- 6.02 The Board shall prepare a seniority list showing each employee's name, address, date of hire, and salary. The Board agrees to keep this list up to date at all times and available to the Association upon request.
- 6.03 New employees shall be considered probationary employees for the first ninety (90) work days of employment and shall have no seniority rights during this period-but shall enjoy all other rights and benefits and shall be subject to all other provisions of this agreement, except that probationary employees who are discharged during or at the end of the probationary period shall have no recourse to the grievance and/or arbitration procedure.
- 6.04 A bargaining unit employee who is transferred out of the bargaining unit to another position, but later returns to the bargaining unit, shall not accrue bargaining unit seniority for the period the employee was out of the unit. The employee will, however, retain any previously accrued bargaining unit seniority.
- 6.05 Employees on unpaid leaves of absence in excess of six months shall not accrue seniority during the period of the leave, but shall retain seniority previously accrued.

- 6.06 Employees on layoff shall not accrue seniority during the period of layoff, but shall retain seniority previously accrued.
- 6.07 Employees shall lose seniority for the following reasons:
- a) They resign;
 - b) They are discharged for just cause;
 - c) They retire;
 - d) They fail to return from a layoff when recalled in accordance with Article VII;
 - e) They are laid off for a period of time equal to their accrued seniority.

Article VII Job Security

- 7.01 The Board of Education shall determine when layoffs are necessary and shall inform the affected employee and the Association at least fourteen (14) calendar days before the effective date of the layoff. In the event that layoffs become necessary, employee performances, as reflected in cumulative evaluations by his/her school administrator or designee, will be the primary criterion used to determine who is to be laid off. If two or more employees are performing equally, seniority will be used to determine who is to be laid off.
- 7.02 Employees who are laid off under this Article shall be considered for recall as follows:
- (1) The affected employee shall be automatically placed on a recall list at the time of his/her layoff.
 - (2) For a period of twelve (12) months following the layoff, the affected employee shall have the right to be recalled to the position from which he/she was laid off, should it be reinstated, or to any other vacancy for which he/she is qualified.
 - (3) For a period of twelve (12) months following layoff, the Board shall consider the affected employee for other vacancies that arise, applying the factors set forth in 8.02.
 - (4) An employee recalled to his/her former position shall be notified by Certified Mail, Return Receipt Requested, at his/her last known address.
 - (5) An employee who refuses a recall to his/her former position shall forfeit recall rights. Failure to respond within five (5) days of receipt of the notification of recall shall be deemed a refusal. Failure to accept an offer of recall to a temporary or part time position shall not operate to terminate recall rights under this Article.

Article VIII Vacancies, Promotions and Transfers

- 8.01 Notice of vacancies within the Association that occur during the school year

shall be posted on bulletin boards in each school for a period often (10) school days before any position is filled permanently. Copies of the job postings shall be given to the Association President. During the summer months, notice of vacancies within the Association shall be sent to the Association President at least ten (10) days before such vacancies are filled.

- 8.02 Employees interested in the vacancies shall make applications, on an approved form, to the Board, during the posting period. Job vacancies shall be filled on the basis of seniority, ability, training, education, experience and performance. When all other factors are relatively equal, seniority shall be the determining factor.
- 8.03 Temporary vacancies of thirty calendar days or less may be filled with temporary non-bargaining unit employees or by a temporary transfer of bargaining unit employees as provided below.
- 8.04 When it is necessary for the Board to make a transfer to another school, it will first seek qualified volunteers for transfer. In the event it cannot accomplish the transfers with volunteers, the Board shall meet with the affected employee to explain the reason for the transfer. The Association President shall be notified of any such transfers.

**Article IX
Job Classifications and Job Evaluations**

- 9.01 When the Board substantially changes the job duties of an existing position, it will notify the Association. Within ten (10) days of receipt of the notification, the Association may request discussions with the Superintendent concerning the job description and rate of pay for such changed or new duties.

**Article X
Hours of Work and Overtime**

- 10.1 The regular hours of work for employees in the Association shall be from 15 minutes before and 20 minutes after the student day.
- 10.02 The normal workweek shall consist of five (5) days Monday through Friday.
- 10.03 The work year for employees in the Association shall be three days longer than the length of the school year.
- 10.04 The Board shall negotiate with the Association over the impact of any changes in 10.01 - 10.03 effective July 1 of any year. In such negotiations, Appendix A shall be subject to reopening in accordance with the statutory impasse resolution procedure.
- 10.05 Employees shall receive one and one-half their regular rate of pay for all hours worked in excess of forty (40) in any given work week.
- 10.06 When employees are dismissed early by the Superintendent of Schools, because the day is shortened due to inclement weather or other emergency, employees will receive

a full day's pay for their regularly scheduled work hours. Similarly, if the employees' workday is shortened because the start of school is delayed due to inclement weather or other emergencies, employees will receive a full day's pay for their regularly scheduled hours.

- 10.07 On days when school is dismissed because of an emergency situation, nurse will remain in their building until the students depart on the buses and until the last bus is cleared.

**Article XI
Health & Safety**

- 11.01 Each new employee shall receive a proper orientation which shall include the two day school nurse orientation course sponsored by the State of Connecticut as well as orientation in-District.
- 11.02 No employee shall be compelled to perform any specialized procedure for which he/she has not had current training.

**Article XII
Personnel Files**

- 12.01 Employees covered by this agreement shall be entitled to review their personnel file with a prior appointment with the Superintendent during regular business hours.
- 12.02 Employees shall have the right to comment or respond to any item contained in their personnel file and their written comment or response shall be included in the personnel file upon their request.

**Article XIII
Professional Activities**

- 13.01 When the Superintendent requires that employees attend conferences, meetings or any school district professional development event related to the employees' job, such employees shall receive their regular pay for the time spent at such conference or event. The Superintendent may consider and grant employee requests to attend such conferences, meetings, or events, and if approval is granted, employees shall receive reimbursement in accordance with paragraph 13.02.
- 13.02 The Superintendent agrees to reimburse the employee for the reasonable costs related to attending an approved conference not sponsored by the Board, including, but not limited to registration fees, mileage and meals, as approved in advance.
- 13.03 The Board will pay the annual membership dues of each employee for the Association of School Nurses of Connecticut and the National Association of School Nurses.

Article XIV
Jury Duty

- 14.01 Employees shall notify the Superintendent within twenty-four (24) hours of receipt of notification that they have been summoned to jury duty. If an employee is summoned and not excused, and reports for jury duty, the employee shall be paid the difference between the amounts received as a juror, minus the expense money, and the regular pay for all the days the employee is required to serve on jury duty.
- 14.02 In order to receive payment hereunder, the employee must furnish the Superintendent with a copy of the jury duty notice and any check stub or receipt indicating the date for which jury duty pay was received.

Article XV
Bereavement

- 15.01 An employee shall be allowed three (3) working days leave with pay, in the case of death of spouse, child, legal guardian, sister, brother, grandparent, grandchild, mother in-law, or father in-law, foster child, foster parent, step parent, and step child. The employee shall be allowed one (1) working days leave, with pay in case of the death of a sister in-law, brother in-law, aunt, uncle, niece, nephew, or any other domiciled in the employee's household at the time of said death.
- 15.02 Payment shall be made at the employee's regular rate of pay for a regularly scheduled workday.

Article XVI
Leaves of Absence

- 16.01 Employees shall receive fifteen (15) days of leave each year for illness that necessitates absence from work. Unused leave shall accumulate from year to year up to one hundred eighty (180) days. On July 1 of each year the Board shall notify each employee of the amount of his or her accumulated sick leave. Full time employees hired on or after July 1, 2017 shall accumulate unused leave from year to year up to one hundred twenty (120) days.
- 16.02 In the event an employee has used all available sick leave, both current and accrued, and is unable to return to work because of an illness, injury or disability, the Board may grant such employee a medical leave, without pay, for such period of time, not to exceed one (1) year.
- 16.03 Employees may be granted leaves of absence, without pay, for up to one (1) year. Requests for such leave shall normally be made to the Board thirty (30) days prior to the anticipated commencement of such leave.
- 16.04 Employees may be granted a child rearing leave, without pay, not to exceed one (1) year. Application for such leave shall normally be made, to the Board, sixty (60) days prior to the anticipated commencement of such leave. Any such leave shall be considered leave granted under the Family and Medical

Leave Act, provided that such leave is covered by the Act.

- 16.05 An employee granted a leave of absence shall return at the expiration of his/her leave to his/her own job, if available.
- 16.06 Employees are entitled to three (3) personal days each school year to conduct pressing personal business that cannot be conducted outside of school hours. Personal days will not accumulate. Application for such leave shall be made to the Superintendent and shall state the reason for which leave is sought, and shall be made as far in advance as practicable, but in no event less than 24 hours in advance, except in emergency.
- 16.07 Employees shall not be required to obtain substitutes in the event of their absence.

Article XVII Insurance

- 17.01 The health and dental insurance benefits set forth in this Article shall be made available to nurses who are assigned fifty percent (50%) or more of a normal workload during the term of this agreement and any extensions thereof.
- The Board shall offer each bargaining unit member the opportunity to participate in the health, dental and vision benefit plans as outlined in Appendix B.
- In the event any of the following occur, the Board or the bargaining unit may reopen negotiations in accordance with Conn. Gen. Stat. Section 10-153f(e) as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.
- a. If the insurance plan in its current form is no longer available; or if the benefit plan design of the insurance plan is modified and such modifications substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
 - b. If there are any changes to the administration of the insurance plan, or if additional fees and/or charges for the insurance plan are imposed so as to affect the Board, any of these amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
 - c. If the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material

amendment to the ACA that would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

In any negotiations triggered above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account set forth in Article XVII of the parties' collective bargaining agreement to be the baseline for such negotiations, and the parties shall consider the following additional factors:

- (a) Trends in health insurance plan design outside of the current plan;
- (b) The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

Premium Contributions

Bargaining unit employees shall contribute twenty-one percent (21%) toward the costs of health insurance for the 2023-2024 school year, twenty-one and a half percent (21.5%) for the 2024-2025 school year, and twenty-one and a half percent (21.5%) for the 2025-2026 school year.

Nurses shall be provided with \$50,000 of life insurance at the District's expense.

- 17.02 All employees are eligible for coverage listed in 17.01 in accordance with their family status.
- 17.03 The Board reserves the right to modify the carrier and/or plan for the insurance described above, provided that the overall level of benefits, when considered as a whole, remains substantially comparable to the level of benefits in effect prior to such change.
- 17.04 The Association agrees to discuss with the Board any voluntary medical -cost containment programs and to participate in any joint committee with the Board, established for that purpose.
- 17.05 After fifteen (15) years of service with the Plymouth Public Schools, upon retirement employees may elect to purchase medical insurance at the full premium group rate until such retirees become eligible for Medicare.

Article XVIII

Salaries

- 18.01 Salaries shall be paid to members of the Association for the term of the contract in accordance with Appendix A.
- 18.02 The Board reserves the right to determine initial step placement, provided that such placement shall not be made above current employees with similar experience.
- 18.03 The School Nurse Coordinator's stipend will be \$4,000 for the duration of this contract.
- 18.04 Employees may elect to receive salary computed on twenty-two (22) pay periods with a balloon check near the end of the school year.

Article XIX

Saving Clause

- 19.01 If any Article of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article.

Article XX

Management Rights

- 20.01 Except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, the Plymouth Board of Education (the "Board") has and will continue to retain, whether exercised or not, all the rights, powers, and authority heretofore had by it and it shall have the sole and unquestioned right, responsibility, and prerogative of management of the affairs of the Board and direction of the working forces, including, but not limited to, the following:
- A. To determine the care, maintenance, and operation of equipment and property used for and on behalf of the purposes of the Board.
 - B. To establish or continue policies, practices, and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices, or procedures.
 - C. To discontinue processes or operations or to discontinue their performance by employees.
 - D. To select and to determine the number and types of employees required to perform the Board's operations.
 - E. To employ, transfer, or promote employees, or to lay off, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.

- F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline for just cause and for the performance of work in accordance with the requirements of the Board.
- G. To ensure that duties related to the responsibilities of the position shall be performed by employees.
- H. To establish contract or subcontract for operations as long as such contract or subcontract does not result in the layoff of any bargaining unit employee.
- I. To create job specifications and revise existing job specifications.

**Article XXI
No Strike/No Lockout**

- 21.01 During the life of this Agreement, the Association agrees that it will not call, instigate or condone, and that it will promptly take reasonable action to end, any strike, slowdown, suspension or stoppage of work in any part of the Board's operation or any other action against the Board by the employees or an employee, nor shall there be any lockout by the Board in any part of the Board's operation.

**Article XXII
Amendment**

- 22.01 This Agreement shall be amended only by mutual agreement in writing signed by both parties.

**Article XXIII
General Provisions**

- 23.01 Where reference is made to the female gender in this Agreement, it shall also apply to the male gender.
- 23.02 Employees required to use their own cars to travel on work assignments shall be paid for all such mileage at the current IRS mileage allowance.
- 23.03 Any employee hired after June 30, 2011 shall participate in the Town of Plymouth's defined contribution plan.
- 23.04 Annual employee evaluations shall be performed by the building administrator and/or his/her designee with input from the nursing coordinator.
- 23.05 The performance evaluation instrument will be jointly created by the Association and the Superintendent or the Superintendent's designee.
- 23.06 The Board agrees to furnish each employee in the Association with a copy of this Agreement within thirty days (30) after the signing of this Agreement. New employees are to receive a copy of this Agreement at the time of hire.

**Article XXIV
Retirement Benefit**

- 24.01 Members of the bargaining unit are to receive \$40 per day based upon one-half times the accumulated sick leave (maximum of 180 days), provided

that the employee provides notice of retirement in writing by the previous January 1st and provided that the employee has served fifteen (15) years in the Plymouth Public Schools. Full time employees hired after July 1, 2017 will not receive this benefit.

Article.XXV

Holidays

- 25.01 Members of the bargaining unit shall receive three (3) paid Holidays Thanksgiving, Christmas, and Good Friday.

XXVI

Longevity

- 26.01 Nurses shall receive a longevity increment of \$600 for ten (10) years of service to the Plymouth Board of Education, \$1,000 for twenty (20) years of service to the Plymouth Board of Education, and one thousand, four hundred (\$1,400) for thirty years of service to the Plymouth Board of Education each year for the lifetime of the agreement. Full time employees hired after July 1, 2023 will not receive this benefit.

Article XXVII

Duration

- 27.01 This Agreement constitutes the full and complete agreement between the Board and the Association on all issues. Each party has been fully represented and had adequate opportunity to make proposals and counter proposals, and neither party shall be required to negotiate on any issue, whether it is contained or not contained herein, except as provided in paragraph 27.03 below.
- 27.02 This Agreement shall be binding upon the Board and the Association from the date of signing and shall continue in full force and effect through June 30, 2026, when it shall expire, provided that if neither party gives the notice set forth in paragraph 27.03 below, this Agreement shall automatically renew itself for additional periods of (1) year and all provisions shall remain in effect with the same force as during the original term thereof.
- 27.03 If either the Board or the Association desires to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, that party shall give written notice of such desire to the other by certified or registered mail not more than one hundred fifty (150) nor less than one hundred twenty (120) days prior to the expiration hereof.

PLYMOUTH BOARD OF EDUCATION

Walter Seaman
CHAIRMAN PLYMOUTH BOARD OF
EDUCATION

Dated: _____

PLYMOUTH SCHOOL NURSES ASSOCIATION

Carol Giannini
ASSOCIATION PRESIDENT

Dated: _____

**APPENDIX A
SALARY SCHEDULE**

	2023-24	2024-25	2025-26
1	\$55,288	\$56,671	\$58,087
2	\$59,712	\$61,205	\$62,735
3	\$62,571	\$64,136	\$65,739
4	\$64,136	\$65,739	\$67,383

1 Nurses are to receive a 1/2 hour duty free lunch. However, if the lunch period is interrupted due to an emergency, the lunch period shall be rescheduled or the nurse shall be compensated for her additional time as approved by the building administrator.

2. Employees possessing a Baccalaureate degree will receive an annual stipend of \$1,500 to be paid annually.

APPENDIX B
BENEFITS