

AGREEMENT

BETWEEN

THE PLAINFIELD BOARD OF EDUCATION

AND

PLAINFIELD ASSOCIATION of SCHOOL NURSES

JULY 1, 2018 – JUNE 30, 2020

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## I. RECOGNITION

The Board of Education recognizes the Plainfield Association of School Nurses as the sole and exclusive collective bargaining agent for employees of the Board who are engaged in providing nursing care.

## II. BOARD RIGHTS

It is recognized that the Plainfield Board of Education has the sole right to direct the nursing care of the school district in all aspects including, but not limited to, the following:

To determine the type of work to be performed; to assign all work to employees; to determine hours of work; to hire employees; to prescribe and enforce reasonable rules and regulations for the performance of work in accordance with the requirements of the Board of Education, provided such rules and regulations are made known in a reasonable manner to the employees affected by them; to discharge or otherwise discipline any employee for cause. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in violation of any of the specific terms and provisions of this agreement, nor in an unreasonable manner.

## III. DISCRIMINATION

It is agreed that no employee shall be discriminated against by the employer because of his/her activity in the Association. The employer and the association agree that there shall be no discrimination against the employee because of race, creed, color, age, sex, national origin, ancestry, marital status, sexual orientation, gender identity or expression, disability (including, but not limited to, intellectual disability, past or present history of mental disorder, physical disability or learning disability), genetic information, or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws.

## IV. NEW EMPLOYEES

Newly hired nurses must serve a probationary period of 30 workdays. An evaluation of performance will be submitted to the Assistant Superintendent by the Nursing Supervisor in concert with the building administrator.

## V. WORK SCHEDULE

The nurses' work year will be set at the number of student days plus six (6) extra days mutually agreed upon with the Assistant Superintendent. Any nurse hired after the beginning of the year shall have the number of extra days pro-rated. A workday equals seven (7) hours of actual work. Time needed to complete a nurse's duties beyond the 7 hour day will be reimbursed at the hourly rate, with approval of the School Principal and the Assistant Superintendent. The Board will budget a minimum of 40 hours overtime per nurse per year.

If a nurse is hired for a part-time or a 1-1 pupil position, hours will be determined at the time of hire. Input from the Nursing Supervisor will be taken into consideration by the Assistant Superintendent prior to transfers between schools.

## VI. SALARY PAYMENT SCHEDULE

Nurses may select from three salary payment options:

1. Twenty-six (26) equal periodic paychecks.
2. Twenty-one (21) equal periodic payments, or
3. Twenty-two (22) periodic payments with the twenty-second (22<sup>nd</sup>) balloon payment being issued on the last payroll date in June.

Once a selection has been made, it cannot be changed until the next fiscal year.

## VII. HOLIDAYS

Twelve (12) paid holidays – Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day following, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day and one Floating holiday.

## VIII. PERSONAL DAYS

Up to three (3) days per year will be granted for personal or legal business upon 24 hour notice to the building administrator, except in the event of an emergency. Requests for days immediately before or after a holiday or vacation will not be taken without the approval of the Superintendent of Schools or his designee.

## IX. TRAVEL ALLOWANCE

An amount per mile will be paid for use of one's personal vehicle for school business. This request is submitted to the Nursing Supervisor for approval and follows the Board of Education policy based on an approved rate by the IRS.

## X. PROFESSIONAL DAYS

Professional days may be allowed with the approval of the Superintendent of Schools or Assistant Superintendent. Requests must be submitted at least seven days in advance on the approved form. Such days will be paid workdays.

Professional development is encouraged for the school nurse. Nurses who undertake and satisfactorily complete baccalaureate or graduate courses for Plainfield Public Schools shall be allowed the cost of covering the tuition fees for such courses up to five hundred (\$500) dollars. Anticipated request for reimbursement must be given in writing to the Superintendent by January 31 of the previous school year. As CPR is mandatory for employment with certification renewal every two years, all nurses taking the refresher American Heart Association course on the same night shall be paid for their time in the class. Funding for this will be deducted from the \$500 allocation identified in this Section X.

## XI. INSURANCE BENEFITS

A. The Board shall provide the nurses and eligible dependents with group health insurance benefits. The cost sharing shall be eighty percent (80%) Board, twenty percent (20%) Nurse. The details of this plan are set forth in the master description of benefits on file in the Superintendent's Office.

Nurses and their family members may participate in the district dental insurance program at full cost to the Nurse employee at current group rates.

Group life insurance shall be provided in the amount of \$30,000.

Nurses hired on or before June 30, 2014 shall be included in the Town of Plainfield's Pension Plan.

Insurance carriers may be changed by the Board of Education at any time provided the insurance carrier provides comparable benefit coverage.

Upon retirement from the Plainfield School System, all full time nurses hired on or before June 30, 2014 who have served a minimum of ten (10) years in the Plainfield School System will be allowed along with their eligible family members, to remain a member of the Plainfield Board of Education insurance group and the premium will be paid totally by the individual. The coverage would include the medical policies then in force minus life insurance. To be eligible, the retiring employee must be acceptable to the current insurance carrier and must have attained 55 years of age.

## XII. LEAVE OF ABSENCE

A School Nurse, upon proper application in writing to and upon written approval of the Superintendent and the Board of Education, in their sole discretion, may obtain a continuous leave of absence without pay for a period not to exceed one (1) year. During this leave, there shall be no accumulation of benefits under this Agreement except, that seniority shall continue to accumulate during the leave of absence. Insurance benefits may be continued upon full payment of the premiums by the employee.

Applications for such leaves of absence must state the reason for the request and the length of time desired. Maternity leave shall be provided in accordance with state statues. (See Appendix A.)

## XIII. JURY DUTY

Any employee required to report for jury duty shall receive full pay from the Board minus pay received for jury duty, while absent for such duty, to a maximum of thirty days. An employee notified to report for jury duty will notify the Superintendent as soon as possible following receipt of such notice. When possible, the employee shall request postponement of jury duty until a vacation period.

#### XIV. SENIORITY

- A. For the purpose of this Agreement, seniority is hereby defined as the employee's total length of continuous, unbroken service with the Board of Education dating from the most recent date of hire as a new employee. Seniority shall be considered broken for such reasons as resignation, discharge, layoff of more than twelve (12) months, or overstaying an approved leave of absence.
- B. The Board of Education shall have the sole authority to determine whether and when a layoff shall occur. In the event nursing positions must be eliminated; layoffs shall be effected on the basis of seniority within the bargaining group.
- C. Those employees who are laid off shall be retained by the Board on a preferential recall list for a period not to exceed twelve (12) months. Prior to hiring new employees from outside the system, the Board will offer re-employment in inverse order of layoff to those individuals on the recall list. An employee shall forfeit recall rights if she/he fails to contact the Assistant Superintendent within ten (10) working days after due notice by the Board to the employee's last known address.
- D. All employees must keep the Board advised in writing of their current mailing address. Any obligation that the Board may have to recall a laid off employee shall be fully discharged by sending written notice of recall, by certified mail, to the last address of the employee appearing on the Board records.

#### XV. FUNERAL LEAVE

All full-time and part-time nurses shall be eligible for the following pro-rated funeral leave. Up to five (5) days will be granted per death of a parent, spouse, child or step-child, three (3) days for a grandchild, grandparent, brother, sister, mother-in-law, father-in-law, or member of the household of the school nurse.

#### XVI. SICK LEAVE

Fifteen (15) sick days shall be granted yearly, accumulative to one hundred fifty (150) days. Upon honorable separation from service all employees who have been employed for ten (10) or more years in the Plainfield School system shall receive payment for one-quarter (1/4) of their accumulated sick leave at their daily rate of pay.

Part-time nurses will receive three (3) sick days and one (1) personal day annually. A part-time nurse who commences work after mid-year (the 91<sup>st</sup> student day) will receive one (1) sick day and no personal days.

#### XVII. SUBSTITUTES

Every attempt will be made to provide substitute nurses beginning with the first day of absence. Nurses who retire after seven (7) years of service from the Plainfield School System and work as a substitute school nurse will be paid at the step reached at retirement. Nurses who retire as the nurse supervisor will be paid at the top step of the contract not to include the supervisor salary step.

XVIII. TERMINATION

The nurse may terminate employment with the Board with a thirty (30) day notice to the Assistant Superintendent.

XIX. MISCELLANEOUS

- A. The Board agrees to provide each employee with a copy of the Agreement within thirty (30) days after the execution date thereof.
- B. The Board agrees to provide new employees with a copy of this Agreement at their time of hire.

XX. WORKERS' COMPENSATION

Board policy adheres to State statutes on Worker's Compensation.

XXI. WAGE SCHEDULE

	18-19	19-20
Entry Level	\$30.43	\$30.43
Step 1	\$32.11	\$32.11
Step 2	\$34.94	\$34.94
Step 3	\$35.92	\$35.92
Supervisor	\$40.30	\$40.30

XXI. DURATION

This Agreement shall be of two (2) years duration and shall be effective from July 1, 2018 to and including June 30, 2020.

8/13/18  
Date

*Kenneth R. DiStato*  
For Plainfield Board of Education

8/13/18  
Date

*Victoria J. Duval Ed, BSN*  
For School Nurses School Nurse Supervisor



APPENDIX A:

FOR INFORMATIONAL PURPOSES ONLY

S46a-60 Discriminatory employment practices prohibited

(a) It shall be a discriminatory practice in violation of this section:

(7) For an employer, by himself or his agent: (A) To terminate a woman's employment because of her pregnancy; (B) to refuse to grant to that employee a reasonable leave of absence for disability resulting from her pregnancy; (C) to deny to that employee, who is disabled as a result of pregnancy any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by the employer; (D) to fail or refuse to reinstate the employee to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits upon her signifying her intent to return unless in the case of a private employer, the employer's circumstances have so changed as to make it impossible or unreasonable to do so; (E) to fail or refuse to make a reasonable effort to transfer a pregnant employee to any suitable temporary position which may be available in any case in which an employee gives written notice of her pregnancy to her employer and the employer or pregnant employee reasonably believes that continued employment in the position held by the pregnant employee may cause injury to the employee or fetus; (F) to fail or refuse to inform the pregnant employee that a transfer pursuant to subparagraph (E) of this subdivision may be appealed under the provisions of this chapter; or (G) to fail or refuse to inform his employees, by any reasonable means, that they must give written notice of their pregnancy in order to be eligible for transfer to a temporary position.

APPENDIX B  
INSURANCE PROGRAMS  
(For informational purposes only/Master contracts available at the BOE)