

AGREEMENT

between the

NORTH ANDOVER SCHOOL COMMITTEE

and the

NORTH ANDOVER SCHOOL NURSES

2005 - 2008

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This agreement is entered into by and between the North Andover School Committee and the North Andover School Nurses. The parties agree to the following terms:

1. Salary

Salary shall be paid in accordance with the attached salary schedule.

2. Longevity

School nurses who have been in continuous employment with the North Andover Public Schools shall be paid, in addition to regular salary, increments determined as follows:

Over 10, but not over 15 years	\$1,500
Over 15, but not over 20 years	\$1,600
Over 20, but not over 25 years	\$1,700
Over 25, but not over 30 years	\$1,800

R.N.'s currently working will be credited with years accumulated as health aides in determining longevity years.

Payments will be made in the first pay period in October.

3. Stipend

School Nurses holding a Master's Degree in a nursing related field will receive an annual stipend of \$4,000.

4. Nursing Hours/Nursing Loads

In the absence of a school nurse, a substitute nurse will be provided whenever possible at the current rate of pay for substitutes.

Nurses performing school nurse job responsibilities outside of the school year or school day will be compensated at \$35.00 per hour. These responsibilities will include, but not be limited to: home visits, consultations with parents, physicians, school personnel and other health providers; development of Individual Health Care Plans; and orientation to medical and nursing procedures. These assignments will first need the approval of the nursing supervisor.

School nurses workday will be consistent with the teachers workday.

5. Nurses Workspace

Each school nurse will be provided with an appropriately furnished room that meets the sanitary needs of the students and nurse to prevent the spread of infection; and where the nurse may safely and privately administer health care to all students. This would include but not be limited to:

- A. A sink and contiguous access to a bathroom
- B. An area that can be screened off for privacy when needed
- C. A space to store medical supplies, and medications and health records in accordance with Massachusetts State Law
- D. Telephones with direct access to outside emergency numbers at each nurse’s station

6. Temporary Leaves of Absences

School nurses will be entitled to the following:

Bereavement Leave	Five (5) days for immediate family
Legal Day	One (1) day
Family Emergency	Five (5) days for family emergency
Personal Days	Two (2) days

7. Extended Leaves for Health Reasons

After five (5) years of continuous employment in the North Andover Public Schools, a nurse may be granted a leave of absence, without pay and increment for up to one(1) year for health reasons upon request to the Superintendent for his review. Requests for such leave will be supported by appropriate medical evidence.

This leave may be extended without pay, if additional time is needed for recovery, upon presentation of adequate documentation of medical need.

All benefits to which a nurse was entitled at the time his/her leave of absence began, including unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she may be assigned to the position he/she held at the time said leave commenced if available. No sick time will be accrued during this absence.

A nurse shall be entitled to up to twelve (12) weeks of unpaid leave pursuant to and subject to the terms and conditions of the Family Medical Leave Act of 1993 (FMLA).

8. Sick Leave

Fifteen (15) days per year, cumulative to 180 days.

9. Sick Leave Bank

Each nurse may contribute up to two days annually of accrued sick leave/year into a sick leave bank for the use of a nurse who has exhausted his/her accrued sick leave.

The initial grant of sick leave to an eligible member will be determined by the majority of the nurses and the Superintendent of Schools or his/her representative.

Access to the bank shall require medical documentation and the approval of the majority of the nurses and the Superintendent of Schools or his/her representative.

10. Retirement

After fifteen (15) years of service/60 years of age with notice of intent to retire on or before October 1 of the year prior to the last three (3) years of employment, an additional \$1,500 per year will be paid to the nurse for the last three (3) years of employment.

OR

A nurse on maximum who has attained the age of 55, but has not reached 60 years of age, and who has fifteen (15) years of service in the North Andover Public Schools with notice of intent to retire one school year in advance (prior to September 1 of his/her final school year) shall be eligible for a salary adjustment of \$3,000 payable after July 1 of the following year.

11. Tuition Reimbursement

School nurses will receive one-half the cost of an approved course for tuition reimbursement.

12. Professional Development

School nurses will be compensated for reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by nurses who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the Superintendent.

School nurses who act as instructors for in-service courses will receive compensation at the rate of thirty (\$30) dollars per hour, or have the option to receive one (1) in-service credit per 12.5 hours of classroom instruction, and/or have the option for

Professional Development Points (PDP's) according to the Guidelines of the D.O.E. A school nurse who participates in an approved in-service course shall receive one (1) in-service credit for every 12.5 hours of classroom instruction and Professional Development Points (PDP's) according to the guidelines of the D.O.E. with the advanced approval of the Superintendent.

13. Reduction in Professional Staff

When a reduction in staff is required, job performance will be the primary determining criteria used by the Superintendent in consultation with the Nursing Supervisor. In the event job performance is considered equal, longevity will be considered. The final decision will be made by the Superintendent.

School nurses who are to be laid off shall be treated as if on a leave of absence for two (2) full school years from the school year next following the reduction in force. In the case of a recall within two (2) years of layoff, nurses shall be rehired in the inverse order of their layoff. The School Committee will notify the school nurses of all openings.

14. Employee Assistance Program

The school nurses agree to utilize the Employee Assistance Program that is in effect, without detracting from the existing rights and obligations of the nurses recognized in other provisions of this agreement.

15. Drug Free Workplace Policy Statement

The school nurses agree to the North Andover Public Schools Drug Free Policy Statement concerning the commitment to a drug-free workplace.

16. Health Insurance

- A. The following co-pay changes will take effect to HMO Blue (or any other health maintenance organization) 60 days subsequent to ratification of these provisions by all other municipal and school bargaining units:
- Doctor office visit co-payments will increase from \$5.00 per visit to \$10.00 per visit;
 - Emergency room co-payments will increase from \$25.00 to \$50.00 per use;
 - A three-tier prescription drug program will take effect: \$10.00 - \$20.00 - \$30.00 depending upon the prescribed drug.
- B. Effective September 1, 2006 the employee contribution to the HMO blue (or any other health maintenance organization) will increase as follows:
- Family coverage will increase to 14% (currently 13%)

- Individual coverage will increase to 12% (currently 10%)
- C. Effective September 1, 2007 the employee contribution to the HMO blue (or any other health maintenance organization) will increase as follows:
- Family coverage will increase to 15% (currently 14%)
 - Individual coverage will increase to 14% (currently 12%)

17. Duration

This Agreement will remain in effect from September 1, 2005 to August 31, 2008.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this

_____ day of _____, 2005.

North Andover School Committee

Signing on behalf of the North Andover Public Schools Nurses

**NORTH ANDOVER SCHOOL NURSES SALARY SCHEDULE
September 1, 2005 - August 31, 2008**

Step	2005-2006	2006-2007	2007-2008
1	31,782	32,735	33,717
2	33,437	34,440	35,473
3	34,918	35,966	37,045
4	36,664	37,764	38,897
5	38,912	40,080	41,282
6	40,937	42,165	43,430
7	43,065	44,357	45,688
8	-----	46,664	48,064

SALARY STEPS:

Due to the crossover provision of the previous contract, one step (5.2%) will be added to the salary schedule effective September 1, 2006 for a total of 8 steps.

SALARY INCREASES:

2005-2006	3.00%
2006-2007	3.00%
2007-2008	3.00%