



AGREEMENT BETWEEN

THE AVON BOARD OF EDUCATION

AND

THE SCHOOL NURSES

July 1, 2018 -June 30, 2021

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AVON SCHOOL NURSES

ARTICLE I

PREAMBLE

Whereas, the Avon Board of Education (herein called the Board) and the Avon School Nurses, including but not limited to Nurses hired for individual students, (herein called the Nurses) recognize the importance of sustaining harmonious relationships between the Board and the Nurses and encouraging the School Nurses to provide full service to the Board and the Town of Avon and to the improvement of quality of said service and assuring necessary, usual and beneficial communications between the Board and the School Nurses.

Now therefore in consideration of these premises and other worthwhile considerations, the Board and the Nurses enter into this Agreement.

ARTICLE II

PERSONNEL POLICIES AND PRACTICES

- A. School Nurses are required to meet state qualification standards for licensure as stated in State Statutes, Section 10-212, 2.
- B. Application for employment must be submitted on Board of Education forms.
- C. A physical examination, including TB skin test (if previously negative) and chest x-ray (if conversion to positive PPD has occurred) is required prior to the first day of employment. Repeat chest x-ray for previously known TB positive reactors is not required and is to be done only at the discretion of the examining physician.
- D. There is a six month probationary period following date of employment. This period shall be used to evaluate the Nurse's performance. Termination of an employee whose performance does not meet required work standards may occur anytime within the six month period.
- E. The Board makes no discrimination as to race, creed, color or sex with regard to hiring, assignment, promotion or other conditions of staff employment.

ARTICLE III

SUPERVISION AND STAFF DEVELOPMENT

Planned initial orientation and explanation of policies will be carried out by the Director of Pupil Services who is responsible, in consultation with the building principals, for the supervision of all school health personnel.

Nurses are required to maintain up-to-date CPR certification and State of Connecticut R.N. license as a condition of employment.

ARTICLE IV

WAGES

- A. Remuneration of all Nurses shall be in accordance with schedules set forth in Appendix A.
- B. Total salary will be divided across 22 payrolls following the established teacher payroll schedule and will be paid on a bi-weekly basis with the following required deductions:
 - 1. Federal income taxes according to prevailing tax rate for number of dependents indicated by the employee on a W-4 form.
 - 2. Social security according to prevailing rate.
 - 3. Voluntary employee deductions.
 - a. Health plan
 - b. Dental plan
 - c. Pension Plan (employees hired before July 1, 2012)
 - d. 403B
 - e. Others
- C. Employees covered by this contract shall have available to them at no cost Section 125 Dependent Care Assistance (IRC Section 129).
- D. Transportation Allowance - Each Nurse using his/her own automobile for conducting school business shall be reimbursed for all mileage driven, at the current federal reimbursement rate.

ARTICLE V

WORKING HOURS AND WORKING CONDITIONS

- A. Each work year covered by this agreement shall consist of one hundred eighty three (183) work days plus three, non-cumulative vacation days, for each Nurse who is employed more than 90 days per school year. One day may be taken during the school year. The other two days will be taken during the district's scheduled vacation periods and are calculated as part of the total salary. In addition, each Nurse shall receive seven paid holidays as follows: Presidents' Day, Good Friday, Memorial Day, Columbus Day, Thanksgiving Day, Christmas Day and New Year's Day.
- B. The work day shall be 7½ hours each day shall include a paid twenty (20) minute lunch period. School Nurses must remain on the school premises during the lunch period and are subject to call during this entire period. The starting and ending hours of the work day shall be determined by the Director of Pupil Services in consultation with the building principals.
- C. In the event that a Nurse is required to work overtime (over 40 hours per week), he/she will be paid time and a half for this overtime work.
- D. Extended hours for coverage of after school athletics or activities may be required.
- E. The school building principals and/or the supervising Nurse must be notified in advance in the event of absence from work. School Nurses are required to enter absences using the absence tracking system set forth by the District.
- F. School Nurses may be required to report for orientation or refresher classes prior to the start of the school year or throughout the school year.
- G. Work during days that school is not in session may include tasks related to school registration, physicals, immunization, health compliance issues or other unique situations that may arise.
- H. On early school curriculum dismissal, School Nurses may be required to remain on duty working regular hours. If schools are closed prior to regular dismissal time due to an emergency situation, Nurses will proceed to leave their work assignments at a time determined by the Superintendent and/or his or her designee. Nurses will be paid for a full school day.
- I. On days in which late openings occur due to inclement weather, School Nurses will be paid for a normal school day and are expected to report for duty at least ½ hour prior to student arrival.

ARTICLE VI

DRESS CODE

The Board approves of the practice of Nurses having a lab coat available in an emergency, but will not require Nurses to wear than during the normal course of their duties. Nurses on class trips shall wear identifiable attire.

ARTICLE VII

INSURANCE AND BENEFITS

Employees with sixty (60) school days of service in the Avon Public Schools who work thirty (30) or more hours per week shall be eligible for participation in the insurance plans offered to employees of the Avon Board of Education.

A. Workers' Compensation - The Board carries Workers' Compensation for all employees. Accidents occurring on duty or an illness which may be of occupational origin shall be reported immediately to the school building principal.

B. MEDICAL INSURANCE

1. There shall be 2 insurance plans available to Nurses. The Plans shall be an HSA and a POS plan. Eligible Nurses and dependents may enroll in the district's health insurance plans.

The HSA (Health Savings Account) plan shall be the core insurance plan. For any Nurses wishing to remain in the POS plan, the Board will contribute toward the cost of that plan an amount equal to the dollar amount contributed by the Board toward the premium of the HSA plan for the Nurses' coverage level. Any Nurse remaining enrolled in the POS plan shall pay the full difference between the dollar amount contributed by the Board and the full cost of the POS plan.

The Board will pay the following percentages of the total premium costs of the HSA plan:

	BOE	Nurses
2018-19	81%	19.0%
2019-20	81%	19.0%
2020-21	81%	19.0%

2. The POS shall have the following co-payment structure and prescription benefits:

OV co-payment	\$20
Specialists visits	\$20
ER	\$50 (co-pay waived)
Outpatient surgery facility	\$100
In-patient hospitalization	\$200
Prescription Coverage	3 Tier copay plan

Retail Co-payments	\$5/20/35
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3. The HSA shall have the following structure:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$2000/4000	
Co-insurance	0% after deductible	20% co-insurance after deductible, subject to co-insurance limits
Co-insurance Maximum (Individual/Aggregate Family)	\$3,000/6,000 (Out of network Coinsurance and In-network post deductible RX copays)	
Cost Share Maximum (Individual/Aggregate Family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible waived	N/A
Prescription Drug Coverage	Treated as any other medical expense, Subject to deductible, once deductible is met, then \$5/20/35 copay per prescription	20% co-insurance after deductible, subject to co-insurance limits

The Board will fund fifty percent (50%) of the applicable HSA deductible in, 2018-19, 2019-20 and 2020-21 for each full-time employee who elects coverage under the high deductible/HSA plan (with pro-rated funding of the deductible for part-time or partial year employees). In 2018-19, the Board's contribution toward the HSA deductible will be deposited within the first two weeks of July. For the 2019-20 and 2020-2021, the Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments on or around the first two weeks of July and January. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. For any plan year in which an employee is enrolled in the high deductible/HSA plan for only a portion of the plan year, the Board's contribution toward the funding of the deductible shall be pro-rated.

Health Reimbursement Account: A Health Reimbursement Account ("HRA") shall be made available for any Nurse who is precluded from participating in a Health Savings Account ("HSA") because the Nurse receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for Nurses participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for Nurses enrolled in the HSA. The Board shall have no responsibility for any administrative and/or monthly costs associated with the set-up and/or administration of the HRA.

C. DENTAL INSURANCE

The Board of Education will provide a dental plan for Nurses and eligible dependents, with the following percentages of the total premium costs:

	BOE	Nurses
2018-19	80%	20%
2019-20	80%	20%
2020-21	80%	20%

- D. School Nurses who retire with twelve years of service and age fifty-five or older may purchase health insurance coverage, which they hold at retirement, at their own expense under the group rate as long as their coverage is uninterrupted.
- E. The Board of Education reserves the right to change medical carrier(s)/administrators noted in this article, so long as the coverage provided to the employee(s) is comparable to those provided by the current carrier(s).
- F. All employees must participate in Social Security from the start of employment.
- G. A \$20,000 noncontributory life insurance policy will be provided to all employees. Optional coverage up to \$50,000.00 is available at the employee's cost.
- H. Professional malpractice insurance is available to all employees through the Professional Nurses' Association, the cost of which is reimbursable to the employee upon presentation to the Business Office of proper documentation of coverage and payment.
- I. Nurses hired after July 1, 2012 will not participate in the Town pension plan. They will receive a 4% annual contribution to their 403(b) plan.
- J. Annual State of Connecticut R.N. licensing fees will be reimbursable to the employee upon presentation of documentation to the Business Office.

ARTICLE VIII

LEAVE PROVISIONS

A. Sick Leave

- I. All School Nurses shall be entitled to fifteen (15) days annually, cumulative to a total of 180 days, after the Nurse has been employed six (6) months. The Nurse will be paid \$5.00/day for any accumulated sick leave at the time of retirement.
- 2. A medical certificate may be necessary for all absences in excess of five (5) consecutive working days.
- 3. Jury Duty - Any Nurse required to appear for jury duty shall be granted a

leave of absence for the duration of said duty and shall be paid the difference between earned salary and the amount received for jury duty.

- B. Personal Leave - Where absence from work is necessary and unavoidable, each Nurse may be granted a maximum of four (4) days, noncumulative, with pay, per school year. Application for personal leave will be made to the Director of Pupil Services or the building principal and must stipulate the reason for the personal day.
- C. Pregnancy and Childbearing Leave - Provisions of the Connecticut General Statutes shall apply concerning leave for pregnancy and childbirth.
- D. Professional Days - Each Nurse may be permitted days for attendance at recognized educational meetings. Each day will be granted by the principal or Director of Pupil Services without loss of pay on the basis of benefit to the school system. The Board will pay reasonable expenses incurred by Nurses attending workshops, seminars, conferences or other professional improvement sessions.
- E. Bereavement Leave - Each Nurse will receive three (3) bereavement days for an immediate family member, which includes spouse, parent, child, sibling, and grandparent. These three days may be used for only bereavement purposes.

ARTICLE IX

STAFF EVALUATION

- A. For new Nurses, a six (6) month evaluation will be completed by the school building principal and Coordinating Nurse.
- B. After the first year of employment, all school health personnel will be evaluated annually by the school building principal, in cooperation with the Coordinating Nurse.

ARTICLE X

TERMINATION OF SERVICE

Voluntary Resignation - Any Nurse leaving the employ of the Board will give the Board at least two weeks written notice.

ARTICLE XI

GRIEVANCE PROCEDURE

Matters requiring administrative attention shall be regulated in accordance with Board of Education Policy No. 2000.

ARTICLE XII

MID-TERM NEGOTIATIONS

If the Board determines that the total cost of a group health plan or plans offered under this contract may trigger an excise tax under Internal Revenue Code Section 49801, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employee Relations Act (MERA). Such mid-term negotiations may include proposals designed to address the increased costs of insurance coverage including but not limited to, proposals designed to modify the plan(s) so as to reduce the cost of the plan(s) below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the costs of health insurance coverage, and/or allocate the responsibility for increased costs associated with the impositions of the excise tax.

ARTICLE XIII

DURATION

This Agreement is made and entered into this 27th day of November, 2018 by and between the Avon Board of Education and the Avon School Nurses. This agreement covering school nursing personnel shall be effective July 1, 2018 and shall remain in force and effective until June 30, 2021.

Signature on File
Bridget Heston Carnemolla
Superintendent of Schools

Signature on File
Patricia DeRossi
Nurse Coordinator

11-27-18
Date

11-27-18
Date

APPENDIX A

Salary for Register Nurses

2018-19	\$59,852.59	(\$41.35 per hour)
2019-20	\$61,348.90	(\$42.38 per hour)
2020-21	\$62,882.62	(\$43.44 per hour)

Part-time or shared Nurses will be paid on an hourly basis as listed above.

The Coordinating Nurse shall be paid a yearly stipend as follows:

2018-19	\$4,650.43
2019-20	\$4,766.69
2020-21	\$4,885.86

Hourly Rate for Substitute Nurses

2018-19	- \$28.89
2019-20	- \$29.61
2020-21	- \$30.35