



Employment Agreement
between
The Dudley-Charlton Regional School District
and
The Massachusetts Nurses Association



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Dudley-Charlton Regional School District / Massachusetts Nurses Association

Proposed Employment Agreement

MNA 1 ARTICLE I

A. The school committee, acting in accordance with the authority of Section 12 of Chapter 150 E of the Massachusetts General Laws, recognizes the Massachusetts' Nursing Associations (MNA) for the purpose of collective bargaining as the exclusive representative of the Dudley-Charlton Regional School District school nurse unit.

B. The school committee recognizes the school nurse unit as the employee unit for all professional nursing employees of the Dudley-Charlton Regional School District.

C. For the purpose of this Agreement, the following are hereby defined:

1. School Nurse – Board certified Registered Nurse (Does not include LPNs or CNAs)

2. Evaluator – Nursing coordinator for nursing skills. Principal will evaluate according to Department of Elementary and Secondary Education evaluation standard and nursing rubric.

D. Agency Service Fee: All members of the nursing unit will choose to either become a member in good standing of the MNA, or be required to pay an agency service fee. The agency service fee will be calculated in accordance with the provisions of Mass General Laws Ch.150 E sect. 12 and will be proportionately commensurate with the costs of collective bargaining and the administration of the Agreement. The fee amount will be determined by the MNA. Said annual fee shall be paid within 45 calendar days from the start of the school year or 45 days from the date of hire, whichever comes first, unless the agency service fee payer elects payroll deduction (Article XXV) as the method of payment.

Member authorizations to deduct said fee will be in writing on the form provided by the MNA, mutually agreed upon by the school committee, and placed on file with the superintendent of schools.

Contracted members who work less than full time or who are hired after the school year has begun shall have his/her fee pro-rated.

It is understood by the school committee and the MNA that the deduction of the agency service fee may be made by the school committee through its treasurer pursuant to Massachusetts General Laws Ch. 180 sect. 17.

The school committee shall be under no obligation to take any disciplinary action against any employee for failing to comply with this article. The MNA shall be solely responsible for the enforcement of these provisions through appropriate legal proceedings.

MNA 2 ARTICLE II

Grievance Procedure

A grievance, for the purpose of this Agreement, is defined as any dispute between the DCRSD and the MNA over the interpretation or application of this Agreement and shall be settled in the following manner:

The grievance shall contain a description of the event, occurrence or omission constituting the alleged breach including, where known, the date the breach is alleged to have occurred. All time limits referred to may be extended by mutual agreement.

A. Purpose

This grievance procedure is established for the purpose of granting employees recognized by this Agreement a formal channel for the presentation of grievances to their employer, and to provide them with a fair and orderly procedure for the processing of said grievances through the various administrative levels of the regional school district and regional school committee, including a right of appeal at each stage of the process to the next higher level, to the end that said employees will receive an expeditious resolution of the said grievance.

B. Procedure

1. An employee who elects to use the grievance procedure shall first discuss the matter with his/her principal with the object of resolving the matter informally.

2. If this informal consultation does not result within five days in a resolution of the matter which is satisfactory to the aggrieved, he/she may submit the grievance in writing to his/her principal or supervisor, provided he/she does this within 10 working days of the occurrence of the matter giving rise to the grievance. (For the purpose of this Agreement, "days" are defined as calendar days exclusive of Saturdays, Sundays, and legal holidays.)

3. A hearing shall be granted by the principal at a time and place set by him/her outside regular school hours convenient to both parties, but no later than four days after the submission of the grievance.

4. Within three days after the date of the hearing, the principal shall deliver or mail his/her decision in writing to the aggrieved.

5. If the principal's decision is not satisfactory to the aggrieved, the aggrieved may, if he/she so elects, submit his/her grievance to the superintendent of schools, provided he/she does so within seven days following the receipt of the decision from the principal. A copy of the written grievance, together with a copy of the principal's decision, shall constitute the entire grievance record at this point.

6. If a grievance involving substantially identical violations is made by one or more employees from two or more schools, Sections B2, B3 and B4 will not apply and such grievances will be submitted directly to the superintendent with a copy to each affected principal. All communications on the grievance will be made directly between the superintendent and all signed parties, with copies to the affected principals and all parties representing those making the grievance. The disposition of said grievance will apply to all affected parties whether or not they signed the original grievance.

7. A hearing shall be granted by the superintendent outside regular school hours at a time and place set by him/her convenient to both the aggrieved and the superintendent, but no later than seven days after the filing of the grievance with the superintendent.

8. Within five days of the date of said hearing, the superintendent shall deliver or mail his/her decision in writing to the aggrieved.

9. If the superintendent's decision is not satisfactory to the aggrieved, the aggrieved may submit the grievance to the school committee, provided he/she does so at the next regularly scheduled school committee meeting following the receipt by the aggrieved of the superintendent's decision, provided such meeting does not take place less than three days after the receipt of the superintendent's decision. A copy of the written grievance, the principal's decision, and the superintendent's decision shall constitute the entire grievance record at this point.

10. Upon receipt of such a grievance, the school committee and the superintendent shall confer as to whether the issue presented is one within the jurisdiction of the school committee under the Education Reform Act of 1993.

In the event the school committee determines that the grievance is not within its jurisdiction, the MNA may apply to arbitration within 10 days. In the event that the school committee determines that the grievance is within

its jurisdiction, a closed hearing shall be granted by the school committee outside regular school hours at a time and place set by the school committee convenient to both the aggrieved and the school committee, but no later than the next regularly scheduled meeting of the full school committee following submission of the grievance to it.

11. The school committee shall make its decision within seven days of the termination of said hearing, or at its next regularly scheduled meeting following the hearing, whichever occurs first. A written copy of the decision shall be delivered or mailed to the aggrieved within five days of the date on which the decision is made.

C. Arbitration

1. If the school committee's decision is not satisfactory to the aggrieved and the MNA elects to submit a grievance to arbitration it must, within seven days of receipt of the decision of the school committee, notify the school committee in writing of its intention to seek arbitration and request from the American Arbitration Association a list of arbitrators to be presented to both the school committee and the MNA. The arbitrator will then be selected under the provisions of the AAA Voluntary Labor Arbitration rules.

2. The fees of the American Arbitration Association and of the arbitrators and the expenses of any required hearings shall be shared equally by the school committee and the MNA, but each party shall bear the expenses of its representatives, participants, and witnesses, and for the preparation and presentation of its own case. The obligation of the school committee to pay shall be limited to the obligation that the school committee shall legally undertake, and in no event shall any present or future member of the school committee have any personal obligation for payment under the provisions of this Agreement.

3. The arbitrator's award shall be in writing and shall set forth his/her findings-of-fact with reasoning and conclusions. He/she shall arrive at his/her decision solely upon the facts, evidence, and contentions presented by the parties through the arbitration proceedings. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, and in reaching his/her decision shall interpret the Agreement in accordance with the commonly accepted meanings of words used herein and the principle that there are no restrictions intended on the rights or authority of the school committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the school committee and the MNA and shall be final and binding upon the school committee, the MNA, and the nurse or group of

nurses who initiated the grievance, subject, however, to judicial review by a court of competent jurisdiction.

4. No nurse covered by this Agreement shall be dismissed except in accordance with the provisions of Massachusetts General Laws, Chapter 71, Section 42, which is hereby incorporated by reference and made part hereof. No claim that the dismissal of any nurse covered by this Agreement is in violation of the said statutory provision or of this Agreement shall be subject to the arbitration provisions of this Agreement.

D. Miscellaneous Provisions

1. All decisions rendered under the grievance procedure must be in writing.

2. The failure of an administrator at any level or of the school committee to hold a required hearing, make a decision or give notice of a decision to the aggrieved within the prescribed time limits shall enable the aggrieved to proceed to the next step as though the hearing had been held and decision made or notice of the decision given within the prescribed time limits.

3. If the aggrieved fails to follow the grievance procedure, including time limits, as specified in Article II, Section B above, the grievance will be deemed to have been waived.

4. In the processing of a grievance, the aggrieved may be represented or accompanied by an officer or member or representative of the MNA. When appearing before the full school committee, the aggrieved may be represented in the handling of his/her grievance by an attorney of his/her own choosing, provided he/she notifies the full school committee in writing within three days of the submission of his/her grievance to the school committee that he/she will be so represented.

5. All arbitration hearings will be held after regular school hours, except by mutual agreement of the school committee and the MNA. At Arbitration hearings held after school hours, both the aggrieved and the school committee may call witnesses and present testimony and evidence pertinent to the grievance.

6. All grievance hearings will be held in closed session.

7. No grievance application forms and records of grievance proceedings shall be filed in the personnel file maintained by the Dudley-Charlton Regional School District for any employee involved in presenting such grievance.

E. Effect of Grievance Decisions

1. This grievance procedure shall not be regarded as a delegation of authority to any administrative official of powers said official does not otherwise possess. It is understood that no grievance can be settled by any administrator in violation of the terms of this Agreement or established school committee policy.

2. Unless such decision falls within the authority of the person making the decision, said decision shall not be binding. If the decision is within the scope of the authority of the person making said decision, then said decision shall be final and binding, subject to the right of the aggrieved employee to appeal said decision to the next higher level as provided for in this Agreement.

MNA 3 ARTICLE III

Wages

Effective July 1, 2017 the following salary scale will be instituted:

FY18 Nurses Schedule		
	Bachelor	Masters in Nursing or National Certification
1	47,362	51,401
2	47,362	51,401
3	49,260	53,278
4	49,260	53,278
5	51,197	55,176
6	51,197	55,176
7	53,072	57,115
8	53,072	57,115
9	54,973	58,991
10	54,973	58,991
11	56,848	60,890
12	56,848	60,890
13	58,746	62,767
14	58,746	62,767
15	60,813	64,856
16	60,813	64,856
17	63,082	67,101
18	63,082	67,101
19	65,429	69,474
20	65,429	69,474
21	68,222	72,556

22	68,222	72,556
23	70,241	74,784
24	70,241	74,784
25	71,520	76,069
26	71,520	76,069
27	74,096	78,640
28	74,096	78,640
29	74,096	78,640
30	74,096	78,640

FY19 Nurses Schedule			2.00%
	Bachelor	Masters in Nursing or National Certification	
1	48,309	52,429	
2	48,309	52,429	
3	50,245	54,344	
4	50,245	54,344	
5	52,221	56,280	
6	52,221	56,280	
7	54,133	58,257	
8	54,133	58,257	
9	56,072	60,171	
10	56,072	60,171	
11	57,985	62,108	
12	57,985	62,108	
13	59,921	64,022	
14	59,921	64,022	
15	62,029	66,153	
16	62,029	66,153	
17	64,344	68,443	
18	64,344	68,443	
19	66,738	70,863	
20	66,738	70,863	
21	69,586	74,007	
22	69,586	74,007	
23	71,646	76,280	
24	71,646	76,280	
25	72,950	77,590	
26	72,950	77,590	
27	75,578	80,213	
28	75,578	80,213	
29	75,578	80,213	

FY20 Nurses Schedule		
	Bachelor	Masters in Nursing or National Certification
		1.50%
1	49,034	53,215
2	49,034	53,215
3	50,999	55,159
4	50,999	55,159
5	53,004	57,124
6	53,004	57,124
7	54,945	59,131
8	54,945	59,131
9	56,913	61,074
10	56,913	61,074
11	58,855	63,040
12	58,855	63,040
13	60,820	64,982
14	60,820	64,982
15	62,959	67,145
16	62,959	67,145
17	65,309	69,470
18	65,309	69,470
19	67,739	71,926
20	67,739	71,926
21	70,630	75,117
22	70,630	75,117
23	72,721	77,424
24	72,721	77,424
25	74,044	78,754
26	74,044	78,754
27	76,712	81,416
28	76,712	81,416
29	76,712	81,416
30	76,712	81,416

Nurses will be placed on this scale in accordance with their years of experience as a nurse in a public school setting.

Nurses who have obtained National Certification as a school nurse will be placed on the Master's Scale.

A. All documentation, such as official transcripts or other college and university documents, submitted as verification of course/equivalent and degree completion for purposes of advancing on the salary schedule, must be delivered to the superintendent by September 1 of each school year for adjustment of the nurse's salary for that school year. The superintendent may also approve courses/equivalents retroactively if said documents of course completion are not available from the college or university by the nurse's first workday.

B. Nurses will have the option of receiving their salary in 22 or 26 equal payments, with payment to be made every other Thursday. Selection for salary option payments must be made prior to the school year and may not be changed until the following school year. Nurses who wish to elect the 22-payment mode will so notify the superintendent by August 1. Nurses who elect the 26-payment mode may elect to receive the remainder of their pay in a paycheck to be issued no later than five business days after the official closing of school.

MNA 4 ARTICLE IV

Work Day and Work Year

A. It is important that the district realize that high quality health care is a necessary prerequisite to the successful education of its students.

B. The professional task of nurses involves considerably more than direct care services. Some of these duties are:

- Study and research to keep abreast of new knowledge and techniques.
- Evaluation of students' medical needs, return demonstration, and teach back.
- Individualized Healthcare Plans (IHP), and 504 plans
- Conference with students and parents and principal as requested.
- In-service training meetings
- Pupil supervision as medically needed.

C. All nurses will strive to exhibit the District Performance Standards.

D. The work day for all school nurses will be 15 minutes before the school day starts and will end 15 minutes after the school is dismissed. Nurses may leave school immediately after students leave on Fridays and the day preceding a holiday or vacation.

E. Meetings may be held throughout the year as needed to discuss building procedures and other items relating to the health of pupils. These meetings may be held as building meetings, department meetings, team meetings, or meetings of committees formed to work on specific areas. Forty-eight hours' notice of such meetings will be given, except in case of emergency.

F. No full staff meeting shall start more than one-half hour before the start of the school day or more than 15 minutes after the end of the school day, except by mutual agreement between staff and administrators. An effort will be made to minimize the number of meetings a nurse is required to attend.

G. The MNA will be given an opportunity to meet and discuss with the superintendent its views on the following year's calendar prior to its adoption. If any changes are recommended by the MNA they should be put in writing and will be given consideration, but it is agreed that the final determination of the calendar will remain the decision of the school committee.

H. The school year for nurses (other than new personnel or personnel assigned to a new school who may be required to attend additional orientation days) will be three days more than 180 days when pupils are required by the school committee to be in attendance. Nurses under Agreement for less than a full year will have the annual salary pro-rated based on 183 days. All absences for reasons other than those specifically provided for in the Agreement shall be deemed unexcused. Reductions in salary shall be made on the basis of $1/183$ rd of annual salary for each day of unexcused absence. Nurses who agree to a request by the school committee or the superintendent to work in excess of the above dates will be compensated for each day at a rate of $1/183$ rd of their yearly salary. To qualify for this rate a day shall consist of at least seven hours of actual work; for any such day not consisting of at least seven hours of actual work a nurse shall be paid for such hours actually worked at the school committee's or superintendent's direction at the rate of $1/183 \div 7 \times$ number of hours actually so worked. Voluntary participation in curriculum or other study groups, which meet on days outside or beyond the school year, shall be without pay over and above the nurse's annual salary. This does not preclude payment of stipends available from grants received by the district.

I. Nurses will have a duty-free lunch period of at least the same length as the students.

J. In-service workshops conducted on released time will not be scheduled for more than 30 minutes beyond the length of the regular nursing day as

defined in this Article. District-wide professional development days will run 8:00 AM – 3:00 PM.

K. If necessary for the well-being of students, the building principal may require nurses to attend events beyond the regular school day.

MNA 5 ARTICLE V

Assignment

Nurses will be assigned to a specific school. In the event the superintendent wishes to change a school assignment, notice will be given no later than August 1st, and the nurse will be given the opportunity to discuss such a transfer and to have MNA representation present during the discussion.

MNA 6 ARTICLE VI

Reimbursement

A. In arranging schedules for nurses who are assigned to more than one school, an effort will be made to limit the amount of inter-town travel. Such nurses will be notified of any changes in their schedules as soon as practical. Nurses who are assigned to more than one school in any school day will receive the IRS approved rate per mile for all inter-school driving.

B. The system rate will be the IRS approved rate per mile.

C. It is further agreed that the nurse will be reimbursed for the cost of the approved \$1,000,000 supplementary professional liability insurance and that such coverage shall be for the duration of employment.

MNA 7 ARTICLE VII

Home Visits

If, under extenuating circumstances, a school nurse is required or requested to make a home visit:

- The school nurse will be paid mileage.
- The visit will be conducted during school hours whenever possible with a school administrator and/or a school counselor.
- The visit will only be conducted if there is a per diem school nurse in the school building.

MNA 8 ARTICLE VIII

Vacancies and Promotions

A. Whenever any nursing vacancy occurs during the school year, it will be adequately publicized by the superintendent by means of a notice posted on a bulletin board, posted in the nursing office in every school and a copy thereof sent to union representative. During the months of July and August, written notice of any such vacancy will be mailed to the MNA president and posted on the district website. In both situations, the qualifications for the position, its duties, and the rate of compensation will be clearly set forth. No vacancy will be filled, except on a temporary basis, within 15 calendar days from the date the notice is posted in the schools or the giving of notification to the president of the MNA by mail.

B. A registered nurse with licensure in good standing will be given the opportunity to make application for such positions, and the principal and school nurse coordinator shall give due weight to the professional background and attainments of all applicants. In filling such vacancies, preferential consideration will be given to qualified nurses already employed by the district.

MNA 9

ARTICLE IX

Nursing Evaluation

Purpose:

The Dudley-Charlton Regional School Committee and the Massachusetts Nurses Association (MNA) agree and recognize that the purpose of evaluation is to provide information to promote professional effectiveness and growth. The process will be a continuous, constructive, and cooperative one stressing the need for interaction and communication between the administration and the nurses. The evaluation will be accomplished through an exchange of information between the person being evaluated and the evaluator to provide a record of facts and assessments.

A. All monitoring and/or observation of the work performance of a nurse outside of the clinical setting will be conducted openly and with the knowledge of the nurse. While it is not the intent of this article that any evaluation be conducted covertly, and it is agreed that such shall not be the case, it is understood that the task of evaluating a nurse is a day-to-day ongoing, continuous process, which goes far beyond the system of periodic formal, written evaluations. Nurses will be given a copy of any evaluation report prepared by their supervisors through formal and informal observations and will have the right to discuss such report with their

evaluator. Nurses will be given a copy of their summative evaluation by May 15th.

B. The performance of each professional employee shall be evaluated by his/her supervisor(s) in accordance with the evaluation process set forth in the document entitled, Dudley-Charlton Regional School District Planning and Implementation Guide. A copy of the guide is available to all staff on the district website under Staff Access.

Clinical performance will be evaluated by the nurse coordinator. The nurse coordinator will be evaluated by the district physician.

C. No one may evaluate a nurse who is an immediate relative or spouse.

D. In the case of the summative evaluation report relative to a nurse's performance rating, the evaluator(s) making the report must consider multiple categories of evidence.

E. Nurses have the right, upon request, to review the contents of their personnel file.

F. Nurses will be notified of all materials to be placed in their personnel file. The nurse will, upon request, have the opportunity to meet with the appropriate administrator, review the material and submit a written response to it for the file. The nurse will be required to sign the material placed in the file by the administration, and the superintendent will be required to sign the nurse's response. Neither signature will indicate agreement with the other's material but will only signify that each has had the opportunity to review it.

G. Any complaint regarding a nurse from a parent, student or any other person shall be brought to the attention of the nurse within five days of receipt of the complaint.

H. No nurse shall be disciplined or suspended without cause.

MNA 10 ARTICLE X

Health Care Office

Each school will have the following facilities:

- Space in each nursing office in which nurses may safely and properly store medical supplies, such as working locked cabinets and work refrigerators.

- A nurse work area containing adequate equipment, supplies, and space to aid in the preparation and application of any medical treatments.
- A nurse work area to provide privacy for health education, phones calls in which protected health information can be discussed, and for the administration of medication or treatments.
- A serviceable desk and chair for the nurse's office.

MNA 11 ARTICLE XI

Sick Leave

A. The nurse will be eligible for sick leave of 15 days annually, cumulative to 180 days prorated. Sick leave days may be accumulated from year to year up to 180 sick leave days. On or before September 30 of each school year, each nurse shall be notified of the amount of accumulated sick leave he/she possesses, and the number of personal/professional days he/she utilized during the previous school year.

B. An employee may use up to eight of his/her sick days per school year to tend to the emergency illness or injury in the employee's immediate family.

C. A medical certificate may be required for sick leave of any duration, if a nurse's absence from duty recurs frequently or habitually, and when, in the judgment of the principal, evidence indicates reasonable cause for requiring such a certificate.

D. If a nurse works for less than one-half of a school day, a whole day shall be deducted from his or her sick leave if his or her partial absence is due to illness, and a whole day shall be deducted from his or her total personal days if the partial absence is for reasons other than illness. If a nurse works for more than one-half of a school day, but less than a full school day, a half sick or personal day will be deducted.

E. The number of sick days provided for a nurse in a year will be prorated for those nurses who begin employment after the start of the school year and for those who go on leave or resign before the school year is completed.

F. Nurses will be entitled to a sick leave incentive based upon the following: He/she will be paid \$300 if no sick leave has been used during the school year, and \$250 if only one day of sick leave has been used during the school year. Nurses who are eligible will receive their attendance incentive either at the end of the fiscal year or at the start of the following school year at the discretion of the school committee.

Retirement, Death

A. A nurse's estate will be paid the sum of \$1,000 for each four-year period of service in the school district, up to a maximum of \$4,000, upon the nurse's death while in the service of the Dudley-Charlton Regional School District.

B. Nurses hired on or before August 27, 2007, will advance two steps per year for their final three years provided they give the district three years' prior notice in writing of their intent to retire.

C. Nurses hired during or after August 28, 2007, who, after 25 years overall or 15 years or more of consecutive service as a nurse in the Dudley-Charlton Regional School District, gives a written three-year notice of his/her intent to retire will receive \$1,500 additional compensation during the final year of service and \$1,000 additional compensation per year for each of the two years preceding such final year.

D. Nurses hired during or after August 28, 2007, who, after 25 years overall or 15 or more consecutive years of service as a nurse in the Dudley-Charlton Regional School District, gives a written two-year notice of his/her intent to retire will receive \$2,000 additional compensation during the final year of service and \$1,000 for the year preceding the final year.

E. Nurses hired during or after August 28, 2007, who, after 25 years overall or 15 years or more consecutive years of service as a nurse in the Dudley-Charlton Regional School District, gives a one-year written notice of his/her intent to retire shall receive an additional \$2,500 in his/her final year of service.

F. Nurses may only select one incentive option between Items C, D and E.

G. To qualify for the benefit as stipulated in items C, D, or E nurses must retire at the end of the first semester to receive 50% of this benefit, or at the end of the full academic year to receive 100%.

H. If the retirement notice enacted under Article XII, Section B is rescinded at any time, the nurse's step on the salary scale will be readjusted.

I. Any employee covered by this Agreement who has completed 20 years or more of full time service or its part time equivalency in the Dudley-Charlton Regional School District and retires, shall, upon retirement or death, be entitled to a Sick Leave Compensatory Benefit of an amount of

money equal to \$25 per day, multiplied by the number of days accumulated up to and including 90 days and \$50 per day multiplied by the total number of accumulated days between 91 and 180 days. Nurses who retire during the period Jan.1-July 31 will receive payment by Aug. 31. Those retiring between August 1-December 31, will receive payment by March 31 of the next year.

J. Unusual situations may be judged by the Dudley-Charlton Regional School Committee and superintendent on their own merits.

MNA 13 ARTICLE XIII

Temporary Leaves of Absence

A. Nurses will be entitled to the following temporary leaves of absence with pay each school year:

1. Personal Days: Nurses may be entitled to not more than two days of absence with pay each year for the purpose of transaction of personal business that cannot be handled in any other way and/or in case of emergency. Such days of personal leave are non-vacation days and may be accumulated up to a maximum of four days. No more than four personal days may be used in a school year. At the end of a given school year, any employee who has a credit of four accumulated personal days and 100 sick days will be entitled to a credit of up to two of the accumulated personal day(s) for that year in a special accumulated sick leave account separate from the accumulated sick leave account. These accumulated personal days will be available only upon retirement at the same rate and under the same conditions as accumulated sick leave in accordance with Article XI and XII. Personal days may not be taken the day before or the day after a school holiday or vacation, except in an emergency or other extenuating circumstances and then must be approved by the superintendent. Written application for personal leave will be made to the principal at least 24 hours before taking such leave (except in the case of emergencies) and the applicant for such leave will not be required to state the reason for taking such leave other than that he/she is taking it under this section.

2. Court Leave: Time shall be granted for appearance in a Court of Law, connected with the nurse's employment or with the school system. One day shall be granted for appearance in court if summoned as a witness. Appropriate written documentation will be required.

3. Military Leave: A maximum of 10 days per school year shall be granted for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard, provided such obligations

cannot be fulfilled when school is not in session. Nurses will be paid the difference between their regular pay and the pay they receive from the state or federal government. Notice of such time must be given to the superintendent as far in advance as possible.

4. Religious Observance: An additional two days shall be granted for major religious holidays upon which the tenets of the person's religion prevent the nurse from working. Application for the additional days shall be made to the superintendent at least three days in advance.

5. Bereavement Leave: When the death of a wife, husband, father, mother or child occurs in the family of a nurse, such nurse is entitled to a leave of absence of up to four working days without loss of salary, such leave to take effect from the date of death with the last day being no later than the second day after the funeral. In the event that the interment does not take place on the day of the funeral, one or two working days of the allowed days may be used for attendance at the interment.

When the death of a mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, grandmother, grandfather, grandchild or relative living in the same household, or someone who has acted in loco parentis occurs in the family of a nurse, such nurse is entitled to a leave of absence of up to three working days without loss of salary, such leave to take effect from the date of death, the last day being no later than the day after the funeral or interment.

One working day's leave of absence shall be granted to attend the funeral or interment of a brother-in-law, sister-in-law, aunt, uncle, nephew or niece. In the case of the funeral of an employee, present or past, or student, a delegation of a limited number of nurses may attend the funeral services at the discretion of the principal or superintendent.

6. Jury Leave:

A. Each employee, pursuant to M.G.L.C. 234A, "the Act" as of 1/1/85, is entitled to up to three days leave with regular pay from the district if selected and summoned for service on a grand jury or a trial jury, for any day, or part thereof, actually spent performing such juror service. According to "the Act" each employee would also be entitled to leave, without pay from the district, for the fourth day of juror service and each day thereafter actually spent in such service. The district shall pay each employee, selected and summoned for service on a federal grand jury or federal trial jury, for any day, or part thereof, actually spent performing such juror service, the difference between the government's payments for service and the nurse's regular pay. "The Act" provides that the employer shall pay regular wages for the first three days of juror service, and that the Commonwealth shall pay for the fourth and subsequent days at the rate of

fifty dollars (\$50) per day. Notwithstanding "the Act," the district shall pay any nurse not only the nurse's regular pay for the first three days or part thereof actually spent serving such jury service, but also the difference between the Commonwealth's payments for the fourth and subsequent days or part thereof spent in such service and nurse's regular pay.

B. Leaves taken pursuant to Section A above will be in addition to any sick leave to which the nurse is entitled. The nurse coordinator, in conjunction with the building substitute coordinator, will be responsible for arranging all substitute nurses as available.

C. Persons receiving summer grants by any federal, state, municipal, or private agency may be granted a leave with pay by the superintendent for up to 10 days for attendance at such programs when such programs' commencement will conflict with the final school days in June or the beginning school days of a new school year.

MNA 14 ARTICLE XIV

Extended Leaves of Absence

A. After five years' continuous employment in the Dudley-Charlton Regional School District, a nurse may be granted a leave of absence for up to one year for health reasons, without pay, but upon return will be placed on the salary level he/she would have achieved if he/she had not been absent from the system. Request for such leave will be supported by appropriate medical evidence.

B. Any nurse whose personal illness extends beyond the period compensated may be granted a leave of absence without pay or increment for such time as is necessary for complete recovery from such illness. Requests for such leave will be supported by appropriate medical evidence.

C. All unused accumulated sick leave will be restored to the nurse upon his/her return from a leave of absence and he/she will be assigned the same or substantially equivalent position he/she held at the time said leave commenced.

D. All requests for extensions or renewals of leaves will be applied for and replied to in writing.

E. Other leaves of absence without pay may be granted by the school committee.

F. Leaves of absence beyond the initial extended leave without pay may be granted by the school committee.

MNA 15 ARTICLE XV

Maternity and Child Rearing Leaves

A. Pursuant to Massachusetts General Laws, Chapter 149, Section 105D, and recognizing Chapter 151B, Section 4, full time employees shall be entitled to eight weeks maternity leave under the following conditions:

(1) The employee shall have completed at least three consecutive months as a full-time employee in the Dudley-Charlton Regional School District.

(2) The employee gives at least two weeks' notice of his/her expected departure date and notice that he/she intends to return to his/her job.

B. The employee taking maternity leave is entitled to return to the same or a similar position without loss of benefits under the Agreement for which his/her was eligible on the date his/her leave commenced, subject however, to paragraph G., below.

C. A nurse who received maternity or child rearing leave pursuant to Section 105D may apply accumulated sick leave toward this maternity leave for those days that doctor-certified disability due to pregnancy, childbirth and recovery therefrom makes absence necessary.

D. Nurses will upon request be granted a leave for childrearing purposes. The leave shall end no later than the start of the third school semester after the date of birth of the natural child or arrival of the adopted child.

E. Such leaves of absence will be without pay, except as provided in paragraph C above, and without other benefits except that any health or medical insurance applicable to nursing employees of the district may continue for the period of leave provided the nurse pays the full cost thereof.

F. Upon return from child rearing leave, the nurse will be placed in the same or similar position he or she held when the leave commenced, subject to paragraph G., below.

G. The district shall not be required to restore an employee returning from leave to the employee's previous or a similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such leave; provided, however, that such employee on leave shall retain any

preferential consideration for another position to which the employee may be entitled as of the date of the leave.

MNA 16 ARTICLE XVI

Per Diem (Substitute) Nurses

A. In the case of an absence, a qualified substitute registered nurse shall be provided by the school district, subject to availability.

B. In the case of a field trip, a qualified registered nurse shall be provided by the school district and scheduled by the nurse coordinator, in conjunction with the building substitute coordinator, to cover the school building during regular school hours, subject to availability.

C. DCRSD will be responsible to supply qualified registered nurses for sick, personal and field trip days, subject to availability.

D. Per Diem nurses will be required to complete an orientation day at each school he/she will be working in. Additionally, the per diem nurse will be compensated for the orientation time.

ARTICLE XVII

MNA 17

Professional Development and Educational Improvement

A. The District will provide professional development program opportunities which that will meet the licensing or certification needs of all members of the bargaining unit at no cost to the nurse. This obligation may be met through any combination of in-service programs, professional development programs; conferences, tuition reimbursement, workshops or other offerings by DESE/MNA/MSNO/NASN/MDPH approved professional development providers or nursing CEU providers. The 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 the advance approval of their principal and superintendent shall be paid by the District. In the case of an absence, a qualified substitute registered nurse shall be provided by the school district, arranged by the district nurse coordinator in conjunction with the building substitute coordinator, subject to availability.

B. Each nurse covered by this collective bargaining Agreement shall comply with all rules and regulations to obtain or maintain an appropriate certification from the Massachusetts Department of Elementary and Secondary Education.

C. The committee shall reimburse each nurse covered by the collective bargaining Agreement for the cost of any professional development activity which is approved in advance by the superintendent, and is successfully completed, in an amount equal to the cost of such course up to the amounts below.

Effective with this Agreement: Nurses will receive reimbursement for courses as follows:

- Nurses not in a degree program will receive up to a maximum of \$750 each fiscal year.
- Nurses in a first Master's degree program will receive up to a maximum of \$1,000 each fiscal year.
- Nurses in a degree program beyond the first Master's will receive up to \$800 each fiscal year.
- Unusual situations may be judged by the superintendent on their own merits.

Such reimbursement for college credit/equivalent credit work shall not include materials fees, textbooks, mileage or meals. It will be the responsibility of nurses to submit complete documentation for reimbursement of professional development work. Such documentation needs to include proof of any payment, participation in the activity, and evidence of successful completion of the work, all of which shall be submitted prior to September 1 for movement on the salary schedule. Submissions for reimbursement shall be filed within two months of the completion of the activity.

D. A committee will be formed consisting of one association member and one member of the administration that will meet as needed to develop professional development for the upcoming year.

MNA 18 ARTICLE XVIII

Protection

A. Nurses will immediately report all cases of assault suffered by them in connection with their employment to their nursing coordinator and building principal.

B. This report will be forwarded to the building principal, nurse coordinator, superintendent, and, when applicable, the police department.

C. Nurses will be made aware of any information that could be considered a threat to that nurse or a member of their family.

MNA 19 ARTICLE XIX

Insurance and Annuity Plan

A. The school committee agrees to pay 75% of the following types of insurance:

1. A \$10,000 Term Life Insurance Plan of the type presently available to nurses.
2. Individual or family coverage, whichever applies in the nurse's particular case, for Blue Cross and Blue Shield's Blue Cross Preferred Elect Plan (or equivalent).
3. Individual or family coverage, whichever applies in the nurse's particular case, for Blue Cross and Blue Shield Dental Plan (or equivalent) (Type I 100%, Type II 50%, Type III 50%, \$1,500 maximum per year).

B. Nurses will be eligible to participate in a tax sheltered annuity plan established pursuant to United States Public Law No. 37-370.

C. 1) The Dudley-Charlton Regional School District will make a 50% contribution toward retirees' health insurance plans as voted and accepted by the Dudley-Charlton Regional School Committee on September 9, 1998.

2) Surviving spouses may continue coverage until remarriage or death at a contribution rate per School Committee policy GDBD.

3) The district will follow applicable state laws for same sex spouse benefits.

MNA 20 ARTICLE XX

Personal Injury Benefits

A. Whenever a nurse is absent from school as a result of an assault and injury by a student, or a suspended or expelled student, or a parent, such assault occurring at school functions or on the school premises, he/she will be paid his/her full salary for the period of such absence, and no part of such absence will be charged to his/her annual or accumulated sick leave, provided the nurse's absence is not a result of wrongful conduct on the nurse's part, and subject to paragraph D., below.

B. The school committee will reimburse nurses for the cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as the result of any assault and injury sustained under provisions of paragraph A., subject to paragraph D. below.

C. Employees who become ill as a result of any school environmental situation shall not have any resulting absences charged to their individual sick leave, subject to paragraph D., below.

D. The Worker's Compensation Act ("the Act"), Massachusetts General Laws, Chapter 152, Section 69, which has been accepted by the district, provides that the district shall pay its employees the compensation provided by "the Act" for medical and hospital expenses and for work time lost as a result of injuries received which arise out of and in the course of their employment. A nurse so injured shall be paid by the district the difference between the compensation provided under "the Act" and the nurse's full salary or wages, such payment to be paid from any accumulated sick leave to which the nurse is entitled. The parties, in agreeing to this article, are aware that Section 69 of "the Act" provides in pertinent part that no cash salary or wages shall be paid by a district to any person for any period for which weekly total incapacity compensation under this chapter is payable, and that "the Act" is not one of the statutes enumerated in Massachusetts General Laws, Chapter 150E, Section 7(d) as being overridden in the event of a contrary provision in a Collective Bargaining Agreement, and the parties therefore agree that to the extent any provision of this Article is in conflict with "the Act," such provision shall be null and void, but that the remainder of the Article shall remain in full force and effect.

E. Employees requesting benefits under Sections A, B, or C of this article for a period of time greater than five days, agree to an evaluation of injury by an evaluator who is agreeable to both parties. If the administration makes such a request it shall be in writing.

MNA 21 ARTICLE XXI

Enrollment of Children

Nurses who reside in the district will be allowed to enroll their children or stepchildren in a school or existing program within the district appropriate to the child's age, grade level and ability. Beginning with the 2017-2018 school year, nurses who reside in Massachusetts but outside of the district will be allowed to enroll their children or stepchildren in a school or existing program within the district appropriate to the child's age, grade level and ability. The number and location of openings under this section will be set by the school committee by May 1 of the preceding school year. Expenses in excess of the district's per pupil costs shall be borne by the parent or guardian.

MNA 22 ARTICLE XXII

District Nurse Coordinator

A. Each year a staff nurse may apply to be the district nurse coordinator or the superintendent may assign a staff nurse to be the district nurse coordinator for the current school year. The nurse coordinator will receive a stipend of \$3,500.00 per year for such assignments or the equivalent prorated share in accordance with the amount of time assigned as the district nurse coordinator.

B. Job description for the District Nurse Coordinator

- Will attend the Central Regional Nurse Leader meetings, held 3 times per year, and the year-end Massachusetts Nurse Leader conference and share all updates from DPH.
- Meet with school physician to review annual standing orders, acquire annual prescription to restock house Epi-pen supplies, and signatures to bi-annual renewal of partial medication delegation waiver with the DPH.
- Coordinate certification/education information for nurses.
- Be thoroughly familiar with school policies and be able to explain them fully to other nurses, school employees and students.
- Assist administration in planning and implementing policies, procedures and services in schools.
- Keep principals/superintendent regularly informed of administrative and clerical issues and matters affecting the nurses.
- Properly handle confidential and sensitive information relating to the operation and personnel of the school.
- Facilitate monthly district-wide nurses meetings.
- Maintain, manage, and organize records and reports.
- Coordinate with the director of finance and operation annual medical purchasing of supplies and materials.
- Able to communicate clearly and concisely with others, both verbally and in writing.
- Consult with principals in hiring of nurses, reviewing necessary qualifications.
- Perform other related functions as requested by the superintendent.

MNA 23 ARTICLE XXIII

General

A. Copies of this Agreement will be duplicated and provided to each member of the bargaining unit. The cost of this provision will be borne by the MNA.

B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

C. This Agreement constitutes school committee and MNA policy for the term of said Agreement, and the school committee and MNA will carry out the commitments contained herein and give them full force and effect as school committee and MNA policy.

D. The superintendent will meet with the Massachusetts Nurses Association representative once in the fall before November 15, and once in the spring before May 15 to review the district nurse coordinator stipend.

MNA 24 ARTICLE XXIV

Duration

A. This Agreement shall take effect upon ratification and remain in effect until a successor Agreement is negotiated. Either party shall give notice of its intent to modify the terms of the Agreement by giving the other party written notice to this effect not less than 90 days prior to the end of the Agreement.

B. In the event of a notice by either party of its election to terminate the Agreement under paragraph "A" above, the parties shall make themselves available, at reasonable times, for the purpose of negotiating a successor Agreement.

C. Nothing herein contained shall preclude the parties from negotiating or renegotiating at any time or times all or any part of this Agreement, provided that both parties mutually agree to do so, and provided that dates set for the negotiation sessions are also mutually acceptable.

In witness thereof the parties hereto have caused these present to be executed by their agents hereunto duly authorized, and their seals to be affixed hereto, as of the day and year first written above.

Pauline J. Aucoin
Chair, Dudley-Charlton Regional School Committee

Representative, Massachusetts Nurses Association

<hr/> <p><i>Raymond J. Chalk</i> <i>Vice Chair, Dudley-Charlton Regional School Committee</i></p>	
<hr/> <p><i>Mary N. Antocci</i></p>	
<hr/> <p><i>Catherine M. Kabala</i></p>	
<hr/> <p><i>Joseph M. Pietrzak</i></p>	
<hr/> <p><i>Elaine M. Rabbitt</i></p>	
<hr/> <p><i>Stephanie A. Reed</i></p>	