

CONTRACT
BETWEEN
THE SCHOOL COMMITTEE
TOWN OF HOLLISTON
and
HOLLISTON SCHOOL NURSES ASSOCIATION
SEPTEMBER 1, 2020
THROUGH
AUGUST 31, 2023

TABLE OF CONTENTS

ARTICLE/SECTION	PAGE
Agreement	4
Preamble	4
Article I - Recognition	
Recognition	5
Jurisdiction	5
Definitions	5
General	5
Article II - Salaries	
Salaries	6
Mentoring	6
Hourly Rate/Summer Curriculum Work	6
Article III – Salary Policy	
Increments	7
Placement on Schedules	7
Methods of Payment/Direct Deposit	8
Course Credits	8
Tuition Reimbursement	8
Article IV – Personnel Files	
Maintenance of Personnel Files	8
Review of Personnel Files	9
Article V – Evaluation Process	9
Article VI – Seniority, Layoffs and Recall Procedures	
Seniority	10
Layoff Procedures	10
Recall Procedures	10
Article VII – Leaves	
Sick Leave	11
Personal Leave	11
Bereavement	11
Parental Leave, Non-Birth Parental Leave, Child-Rearing Leave	11
Leave of Absence	12
Family Medical Leave	13
Article VIII – Length of Year/Day	13
Article IX – Discipline	13

Article X – Violation, Misinterpretation, or Misapplication of This Agreement	13
Article XI – General Provisions	
Lunch Period	14
Attendance in Holliston Schools	14
Article XII	
Savings Clause	14
Article XIII	
Duration	14
Salary Schedules	
2020-2021	15
2021-2022	15
2022-2023	16

AGREEMENT

Pursuant to the provisions of Chapter 150E of the General laws of this Commonwealth of Massachusetts as amended, THIS CONTRACT IS MADE effective the 1st day of September 2020 by the SCHOOL COMMITTEE OF THE TOWN OF HOLLISTON (hereinafter sometimes referred to as the Committee) and the HOLLISTON SCHOOL NURSES ASSOCIATION (hereinafter sometimes referred to as the Association).

PREAMBLE

Recognizing that our prime purpose is to protect and promote student health, facilitate optimal development, and advance academic success-school community-of Holliston as economically and efficiently as is possible, and that good morale within the nursing staff of the Holliston schools and group and individual contact with the citizens of Holliston are essential to achievement of that purpose, we, the undersigned parties to this Contract, declare that:

- a. Under the law of Massachusetts, the Committee, elected by the citizens of Holliston, has final responsibility for establishing the educational policies of the public schools of Holliston. The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Contract shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Contract, the Committee retains all the powers, rights and duties that it has by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding thereunder.
- b. The Superintendent of Schools of Holliston (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established.
- c. The Holliston Schools' nursing staff has responsibility for providing the highest quality learning environment and agree that the nurses' responsibility to their students and their profession may entail the performance of duties and the expenditure of time outside the classroom and beyond the normal working day.
- d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information by and among the Committee, the Superintendent, other administrative personnel, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the nursing staff.

To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE I RECOGNITION

A. RECOGNITION

The Committee recognizes the Holliston School Nurses Association as the exclusive bargaining agent and representative for the School Nurses who are employed by the Holliston Public Schools.

B. JURISDICTION

The jurisdiction of the Union shall include those persons now or hereafter who perform the duties or functions of the categories of employees in the bargaining unit, regardless of whether these duties or functions are cited in this contract.

C. DEFINITIONS

1. The word "employee" or "employees" as used in this agreement shall mean a member or members of the bargaining unit as delineated in this article.
2. The use of the personal pronoun in this agreement shall mean either male, female, or non-binary, as the context permits.
3. The use of the singular form in the agreement shall mean either singular or plural form as context permits.
4. The term "Committee" as used in this agreement shall mean the Holliston School Committee.
5. The term "Association" refers to Holliston School Nurse Association."
6. Any position less than full time shall receive all benefits on a prorated basis, with the exception of tuition reimbursement that shall be equal to the full-time rate.
7. The term "year" as used in this agreement shall mean "school year."

D. GENERAL

The Holliston School Committee shall employ, assign, and promote persons without regard to race, religion, color, sex, national origin, participation in an employee organization, age, sexual orientation or disability.

The Association shall represent equally all employees covered under this Agreement.

The Association shall represent equally all employees covered by this Agreement without regard-to race, religion, color, sex, national origin, age, sexual orientation or disability.

Subject to the provisions of this Contract, agreement on wages, hours, and other conditions of employment shall be attached as supplements and included as part of this Agreement.

ARTICLE II SALARIES

- A. Nurses shall be paid according to the Salary Schedule set forth in Appendix A
- B. Salary Increases. The following across the board salary increases on the Nurses Salary Schedule shall take effect in the following amounts as of the following dates:
 - 1. September 1, 2020. All salaries on the Nurses Salary Schedule shall be increased by 2 percent (2%)
 - 2. September 1, 2021. All salaries on the Nurses Salary Schedule shall be increased by two percent (2%).
 - 3. September 1, 2022. All salaries on the Nurses Salary Schedule shall be increased by two percent (2%).
- C. Membership dues will be provided for professional organizations for School Nurses to the Massachusetts School Nurses Association. Other organizations may be considered, provided the superintendent is able to approve/ subject to funding.
- D. Professional expenses for conferences, conventions, workshops reimbursable if approved in advance by Principal and Superintendent (or designee). Three professional days per nurse per school year for conventions, conferences and workshops subject to approval in advance by the Principal and Superintendent (or designee).
- E. In recognition of the performance of the duties and responsibilities that are associated with the Nurse Leader position, the Nurse Leader shall receive an annual stipend of six thousand dollars (\$6,000).
- F. **MENTORING**

The stipend for a mentor nurse shall be consistent with the current rate paid to educator mentors.
- G. **HOURLY RATE/SUMMER CURRICULUM WORK**
 - 1. The hourly rate for School Nurses shall be forty dollars (\$40.00) per hour for covering Summer Camp (ESY and Extended Day).
 - 2. Additional hours for curriculum work or special projects shall be paid at the rate consistent with the current educator rate. Payments are to be made within thirty (30) calendar days after approval of completion of the project. Compensation shall be at the discretion of the administration for any curriculum work not completed and/or turned in on time.

ARTICLE III SALARY POLICY

A. INCREMENTS

Increments for all positions are subject to recommendation through administrative channels to the School Committee.

1. Granting or Withholding Increments – Increments are granted on merit recommendation from the administration and may be withheld if nurse performance and/or professional achievement and attitudes do not, in the opinion of the administration and/or the Committee, warrant the normal salary increment. Nurses who are in danger of not receiving their increments or reappointments shall be given written notice by the administrator concerned fifteen (15) days prior to issuance of nurse contracts.
2. Merit Increments – May be granted as follows: For exceptional merit, increments of varying amounts may be granted beyond the regular salary increment. Such a special merit increment may be continued indefinitely or may be granted for one year only.
3. Annual Increments – Nurse increments shall be determined in June at the same time as elections for the following school year. The Superintendent may make exceptions for increments earned between June and the start of the school year.
4. Nurses beginning service in the Holliston Public Schools after September 30 of any school year –
 - a. Increments will be effective in the anniversary month of service. If the beginning date is between the first and the fifteenth, increment will be effective as of the first of the month. If the beginning date is between the sixteenth and the last day of the month, increment will be effective as of the sixteenth of the month.
 - b. Fourth Election – When such a nurse is awarded professional status, the increment will be effective the first day of the school year. All future increments will be effective as of the first day of the school year unless a deferred increment shall be voted.

B. PLACEMENT ON SCHEDULES

Placement on B + 15, M + 15, M + 30, M + 45, M+60 scales requires attainment of credits in courses approved by the Superintendent or designee. Any nurse who has obtained thirty (30) hours or more of graduate credits beyond the Bachelor's degree may be placed on the appropriate step of the Master's salary schedule, providing his/her composite record meets criteria acceptable to the Superintendent.

C. METHODS OF PAYMENT / DIRECT DEPOSIT

The amount of each payment will be the annual salary divided by 26 less deductions as appropriate. A payment will be made the second week of school and continue every other week until twenty-six payments have concluded. All members of the Association shall be required to use direct deposit to receive their paycheck.

Nurses may have the option of collecting summer-month payments in a lump sum at the close of the school year provided that individual nurses submit a written request to the Superintendent's office prior to March 1.

D. COURSE CREDITS

In the event any nurse attains course credits which will place her/him/them on another salary schedule, said nurse will be required to submit written notice of the possible increase no later than March 1st of the school year prior to being placed on another salary schedule and to submit proof of attainment when achieved. All pay adjustments will be made beginning on the next month basis.

E. TUITION REIMBURSEMENT

Tuition reimbursement shall be the same as provided to educators.

ARTICLE IV PERSONNEL FILES

A. MAINTENANCE OF PERSONNEL FILES

1. There is one official personnel file for each employee kept in the Office of the Superintendent of Schools. A cumulative working evaluation file, in which all material is dated, will be kept by the Principal. Material from the cumulative working evaluation file must be forwarded to the Superintendent on an annual basis by the first day of classes of the new school year. Any material for the preceding school year not forwarded by the first day of classes of the new school year cannot become part of the official personnel file.

2. The official personnel file kept in the Office of the Superintendent of Schools includes:

a. Original application, transcripts, and related papers.

b. Correspondence, memoranda, evaluation, and other papers relating to the employee's employment, promotion, transfer of position, or change in professional qualifications.

c. Awards and commendations relevant to total employee role and other data referred by the employee, through Principal, or by the Principal with employee's knowledge.

3. Awards and commendations relevant to total employee role and other data referred by the employee or by an administrator shall be routed to the Office of the Superintendent as follows:

- a. When referred by employee: data shall be given to the Principal with request that it be forwarded to the Superintendent. Copies of such data should be kept in the Principal's office file.
 - b. When referred by administrator: employee shall be informed of any material being routed to the Superintendent for official file in that office. Employees should sign all such material, indicating that (s)he has seen it and is aware that it is being forwarded to the Superintendent of Schools. Copies of such data should be kept in the Principal's file as well.
4. No material of a derogatory nature will be placed in the official personnel or the cumulative working file unless the employee has had the opportunity to read and discuss the same with the administration. These matters shall be promptly called to the attention of the employee involved and he may submit a written answer, which shall be attached to the original material.
5. No anonymous letters or materials shall be placed in an employee's personnel files.

B. REVIEW OF PERSONNEL FILES

1. An employee may review the official personnel file or the cumulative working file upon twenty-four (24) hours prior written notice to the appropriate administrator. Such notice may be presented Monday through Friday, exclusive of legal holidays or other days when the office may be closed. Whenever possible, the employee will be permitted to review his/her personnel file sooner than twenty-four (24) hours from the receipt of the request provided, however, that failure to accommodate an employee in less than the twenty-four (24) hour period is not grievable.
2. The employee shall review the file in the presence of an administrator or administrator's designee. Review shall be within a specified area of the building. The file may not be removed from the area.

ARTICLE V EVALUATION PROCESS

Evaluations for each nurse will be done annually by their building principal or his/her Administrator designee in consultation with the Nurse Leader and in accordance with DESE requirements.

ARTICLE VI
SENIORITY, LAYOFF AND RECALL PROCEDURES

A. SENIORITY

1. Seniority shall be defined as the length of continuous service in the Holliston Public School System in terms of years, months and days commencing with the initial date of work, not hire.
2. Seniority shall be deemed broken by resignation or retirement from the Holliston Public Schools.
3. Periods due to a break caused by resignation or retirement shall not be added together to determine seniority.
4. All paid leaves of absence will be credited toward continuous service and seniority.
5. In the event that two or more employees have an identical date of initial employment, and certification, seniority shall be determined by the drawing of lots by such employees or their designees.

B. LAYOFF PROCEDURES

In the event of a decision by the Committee to reduce the professional staff, the following procedure will be followed:

1. Where possible, such reductions will be accomplished through attrition of staff.
2. The Superintendent will not lay off any Nurse with professional status pursuant to a reduction in force if there is a Nurse without such status and the Nurse with professional status is certified in the area of layoff, or if there is a less qualified Nurse with professional status holding the same position or same position as the PTS Nurse. The order of layoffs for professional status Nurses shall be determined based on the Nurses' qualifications, which shall mean job performance, including overall ratings on Nurse evaluations, and the best interests of students in the school or district. In the event that Nurses' qualifications are no different from one another, a member's length of service as a Nurse in the district shall serve as the tie breaker in determining the first Nurse to be laid off. For the purposes of this section, no distinction shall be made between an overall performance rating of exemplary or proficient.

C. RECALL PROCEDURES

1. Employees holding professional status laid off under the provisions of this Article shall be considered for recall during a two (2) year period from the effective date of their lay-off provided that at the time of lay-off such employee indicated in writing to the Superintendent of Schools that (s)he wanted to be considered for recall.

ARTICLE VII

LEAVES

All salaried professional personnel shall be allowed the same sick leave, personal leave, and bereavement leave.

A. SICK LEAVE

Twelve (12) school days per year are allowed, cumulative to 172 school days. Up to five (5) days may be used for family illness provided the employee will provide documentation to the Superintendent from a health professional treating the family member should three or more consecutive days occur.

B. PERSONAL LEAVE

1. Nurses are eligible for up to three (3) personal days a year.
2. Notice of request to take a personal leave day shall be given at least forty-eight (48) hours in advance of the requested day, except in cases of emergency.
3. Personal leave days allowed herein may only be taken to permit employees to schedule business or personal commitments that necessitate their presence and cannot be taken care of at any time other than the regular school week.
4. Personal leave requests shall be submitted on the personal leave platform directly to the Superintendent of Schools or designee.
5. Personal leave is not cumulative from year to year. Any member of the Association with unused personal days at the end of a school year will have his/her/their unused personal days rolled over into his/her/their accrued sick leave, provided that the addition of the days to the employee's accrued sick leave does not exceed the maximum number of accrued sick days allowed under the contract.

C. BEREAVEMENT

There shall be up to five (5) consecutive working days leave with pay on account of death in the immediate family. Immediate family means husband, wife, child, parent, brother, sister, or member of the household in which the teacher is living, grandchild, grandparent, aunt, uncle, niece, nephew, first-cousin, mother-in-law, father-in-law, sister-in-law, brother-in-law.

D. PARENTAL LEAVE, NON-BIRTH PARENTAL LEAVE, CHILD-REARING LEAVE

1. Upon receipt of at least two (2) weeks' written notice of a nurse's anticipated date of departure and intention to return, the Superintendent shall grant a parental leave of absence for up to eight (8) weeks in accordance with the provisions of Massachusetts General Laws Chapter 149, Section 105D. FMLA leave shall run concurrent with

parental leave. Except to the extent covered by sick leave as set forth below, said leave will be without pay. A nurse who is pregnant and is physically unable to work due to disability connected to pregnancy or childbirth may use accumulated sick leave to cover those days she/they is disabled and unable to work. The nurse shall submit medical documentation to the Superintendent verifying the disability.

2. Non-birth parents. Non-birth parents shall be eligible to use up to two (2) weeks of accrued sick leave during a parental leave, provided that the two weeks' leave must be taken consecutively and it must be taken within the eight-week parental leave period. FMLA leave shall run concurrent with parental leave.
3. A nurse who has been employed for at least three (3) consecutive months as a full-time employee at the start of a parental leave may extend his/her/their parental leave for a period not exceeding eighteen (18) months for the purpose of child-rearing leave. A child-rearing leave shall be unpaid. The nurse will provide the Superintendent with at least two (2) weeks written notice of his/her/their anticipated date of departure and date of return and shall be restored to his/her previous, or a similar position with the same status, pay, length-of service, and seniority wherever applicable as of the date of the leave. Return to work shall occur effective either the first or the ninety-first day of school, or on a date mutually agreed to by the Superintendent or his/her designee and the nurse. Failure to return on the date indicated shall be considered a resignation effective the expected date of return. FMLA leave shall run concurrent with child-rearing leave. An employee while on parental or child-rearing leave shall not be exempt from the provisions of Article VIII. Such parental or child-rearing leave shall not affect the employee's right to receive entitled benefits for which she/he/they was eligible at the date of the leave; provided, however, that such parental leave shall not be included, when applicable, in the computation of such benefits.
4. Full-time employees who have been employed for three consecutive months who adopt a child shall be eligible to use up to two (2) weeks of accrued sick leave during a parental leave, provided that the two weeks' leave must be take consecutively and it must be consistent with the time requirements for adoption leave under MGL c. 149, Section 105D.

G. LEAVE OF ABSENCE

1. A leave of absence without pay for a period of up to one school year may be granted to a nurse at the discretion of the Committee. A nurse granted such a leave will be offered a contract at the expiration of the leave provided that ninety (90) days prior to the expiration of the leave the nurse informs the Superintendent in writing that she/he/they will be returning at the expiration of the leave. Failure to inform the Superintendent in writing and in a timely manner shall be deemed a resignation of the position. The Superintendent may recommend to the School Committee that a leave of absence for a period of longer than one year be granted.

2. Requests for leaves of absence must be submitted to the Superintendent in writing prior to the close of the previous school year. This provision may be waived in emergency situations by the School Committee.
3. Only nurses returning after a year's leave of absence shall be placed on the next step of the salary schedule above that which the nurse left. All benefits to which the nurse was entitled to at the time the leave of absence commenced shall be restored to her/ him/them upon her/his/their return.
4. The terms and conditions of leaves of absence of less than one school year shall be determined by the Committee. A nurse denied a request for leave of absence will be informed in writing of the reasons for the denial of the request.

I. FAMILY MEDICAL LEAVE

All provisions of the Family and Medical Leave Act as designated by the town of Holliston municipality will apply.

ARTICLE VIII LENGTH OF YEAR / DAY

1. The school year for nurses would be consistent with the educator school year.
2. The work day for Nurses will start ten (10) minutes prior to the start of the school day and shall end fifteen (15) minutes beyond student dismissal except in extenuating circumstances when Nurses may, at their discretion, continue working.

ARTICLE IX DISCIPLINE

A. GENERAL

Whenever a Nurse is disciplined or reprimanded, such shall be done in private.

ARTICLE X

Parties agree to meet with the superintendent or designee to discuss any complaint, by a nurse or group of nurses, covered by this agreement that there has been a violation, misinterpretation or misapplication of the terms of this agreement.

**ARTICLE XI
GENERAL PROVISIONS**

A. LUNCH PERIOD

Nurses in all schools shall have a duty-free lunch period.

B. ATTENDANCE IN HOLLISTON SCHOOLS

Subject to Massachusetts General Laws, non-resident employees of the Holliston Public Schools may send their children to school in Holliston if the Superintendent determines that there is space available. Transportation to and from school is the responsibility of the non-resident employee. If the student requires special education and related services, the non-resident employee will be required to arrange for the provision of said services by the school committee of the community in which the student resides. The Superintendent may at his/her/their sole discretion, suspend or expel a non-resident student if he determines that it is in the best interest of the Holliston Public Schools to do so.

**ARTICLE XII
SAVING CLAUSE**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

In the event that any provision of this Agreement is or shall be contrary to law, other provisions of this Agreement shall continue in effect.

ARTICLE XIII

DURATION

This Contract will remain in effect until August 31, 2023 and from day to day thereafter until a new Contract has been negotiated by the parties. The Committee and the Federation or either of them shall, by giving prior written notice to the other on or before October 1, 2022, agree to renegotiate this Contract.

IN WITNESS THEREOF, the parties of the contract have caused this successor contract to be executed by their duly authorized representatives on this 23rd day of March, 2021.

Holliston Nurses Association:

Holliston School Committee:



By Nurse Leader



By Superintendent of Schools

APPENDIX A

2020-2021	B	B+15	M	M+15	M+30	M+45	M+60
2	51,352	52,111	53,926	56,427	59,351	61,978	64,657
3	52,786	54,539	56,496	59,145	61,950	64,556	67,981
4	55,319	57,221	59,386	61,830	64,532	67,483	71,337
5	58,387	60,343	62,656	65,157	67,944	70,954	73,745
6	60,745	62,645	64,810	67,246	69,953	72,968	75,951
7	64,270	66,165	68,327	70,779	73,468	76,434	80,386
8	66,978	68,869	71,036	73,468	76,199	79,205	81,679
9	69,679	71,584	73,759	76,199	78,890	81,849	85,008
10	72,396	74,293	76,453	78,890	81,601	84,588	88,337
11	75,095	77,002	79,168	81,601	84,321	87,330	90,653
12	79,717	81,601	83,827	86,218	88,916	91,930	95,202
13	84,351	86,348	88,708	91,240	94,105	97,298	100,839
13a	86,038	88,076	90,482	93,065	95,988	99,244	102,608

2021-2022	B	B+15	M	M+15	M+30	M+45	M+60
2	52,379	53,153	55,005	57,556	60,538	63,218	65,950
3	53,842	55,630	57,626	60,328	63,189	65,847	69,341
4	56,425	58,365	60,574	63,067	65,823	68,833	72,764
5	59,555	61,550	63,909	66,460	69,303	72,373	75,220
6	61,960	63,898	66,106	68,591	71,352	74,427	77,470
7	65,555	67,488	69,694	72,195	74,937	77,963	81,994
8	68,318	70,246	72,457	74,937	77,723	80,789	83,313
9	71,073	73,016	75,234	77,723	80,468	83,486	86,708
10	73,844	75,779	77,982	80,468	83,233	86,280	90,104
11	76,597	78,542	80,751	83,233	86,007	89,077	92,466
12	81,311	83,233	85,504	87,942	90,694	93,769	97,106
13	86,038	88,075	90,482	93,065	95,987	99,244	102,856
13a	87,759	89,838	92,292	94,926	97,908	101,229	104,660

2022-2023	B	B+15	M	M+15	M+30	M+45	M+60
2	53,427	54,216	56,105	58,707	61,749	64,482	67,269
3	54,919	56,743	58,779	61,535	64,453	67,164	70,728
4	57,554	59,532	61,785	64,328	67,139	70,210	74,219
5	60,746	62,781	65,187	67,789	70,689	73,820	76,724
6	63,199	65,176	67,428	69,963	72,779	75,916	79,019
7	66,866	68,838	71,088	73,639	76,436	79,522	83,634
8	69,684	71,651	73,906	76,436	79,277	82,405	84,979
9	72,494	74,476	76,739	79,277	82,077	85,156	88,442
10	75,321	77,295	79,542	82,077	84,898	88,006	91,906
11	78,129	80,113	82,366	84,898	87,727	90,859	94,315
12	82,937	84,898	87,214	89,701	92,508	95,644	99,048
13	87,759	89,837	92,292	94,926	97,907	101,229	104,913
13a	89,514	91,635	94,138	96,825	99,866	103,254	106,753