

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

September 1, 2023-August 31, 2026

COLA Reopener 2025

Final for signatures 8/17/23

"...to advance the knowledge and well being of our children and our community."

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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 Nurses' Association 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 may voluntarily choose to either become a member in good standing of the MNA, or pay an agency service fee. The agency service fee will be calculated in accordance with the provisions of Massachusetts General Law Ch. 150E §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 payable 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 voluntary 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 voluntary agency service fee may be made by the school committee through its treasurer pursuant to Massachusetts General Laws Ch. 180 § 17.

ARTICLE II – Grievance Procedure

A grievance, for the purpose of this Agreement, is defined as any allegation between the Dudley-Charlton Regional School District 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 immediate supervisor 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 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 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 association 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, §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, §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.

ARTICLE III – Wages

- a. Year 1 – 2.75% COLA – September 1, 2023 – August 31, 2024
- b. Year 2 – 2.75% COLA – September 1, 2024 – August 31, 2025
- c. Year 3 – COLA reopener – September 1, 2025 – August 31, 2026

Dudley Charlton RN Masters/NCSN

Step	FY23	FY24 (2.75%)	FY25 (2.75%)
1	56472	58025	59621
2	58535	60145	61799
3	60620	62287	64000
4	62750	64476	66249
5	64812	66594	68426

6	66899	68739	70629
7	68960	70856	72805
8	71255	73215	75228
9	73722	75749	77832
10	76329	78428	80585
11	79714	81906	84159
12	82162	84422	86743
13	83575	85873	88235
14	86399	88775	91216
20	87688	90099	92577

20 years' service w DCRSD

Dudley Charlton RN B+30

Step	FY23	FY24 (2.75%)	FY25 (2.75%)
1	54116	55604	57133
2	56201	57747	59335
3	58329	59933	61581
4	60389	62050	63756
5	62477	64195	65960
6	64538	66313	68136
7	66023	68455	70338
8	68893	70788	72734
9	71387	73350	75369
10	73966	76000	78090
11	77034	79152	81329
12	79253	81432	83672
13	80658	82876	85156
14	83488	85784	88143
20	82621	87259	89659

20 years' service w DCRSD

Dudley Charlton RN B

Step	FY23	FY24 (2.75%)	FY25 (2.75%)
1	52035	53466	54936
2	54120	55608	57137
3	56248	57794	59384
4	58308	59911	61559
5	60396	62057	63763
6	62458	64175	65940
7	64543	66318	68141
8	66812	68649	70537
9	69308	71214	73172
10	71886	73863	75894
11	74954	77015	79133
12	77172	79294	81475
13	78577	80738	82959
14	81407	83646	85946
20	82621	84893	87228

20 years' service with DCRSD

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 purpose 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 the payment to be made every other Thursday. Selection for salary options 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 schools.
- C. Extra-curricular stipends, for full year portions will be received in two payments, one with the first paycheck in November and the second with the first paycheck in June.
 - 1. Seasonal athletic positions will receive full payment as follows:
 - a. Fall positions: first paycheck in December
 - b. Winter positions: second paycheck in March
 - c. Spring positions: last paycheck in June.
 - 2. Extracurricular stipends are listed in the DCTA contract and made part of this document here.
- D. Longevity: A 20-year longevity step to the salary schedule equal to the Dudley-Charlton Teachers Association (DCTA). Specifically, a 20-year step attainable in the 20th year of service as a member of the Dudley-Charlton Regional School District and the Massachusetts Nurses Association (Dudley-Charlton) collective bargaining unit. The 20-year step is commensurate to DCTA and MNA contract column titles e.g., Bachelor = Bachelor, Bachelor's +30 = Bachelor's +30 and Master's on Nursing or National Certification = Masters.

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 school day for all school nurses will be 15 minutes before the student day starts and will end 15 minutes after the school is dismissed. Nurses may leave school immediately after students leave on Friday 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, and will not exceed one hour 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 A.M. - 3:00 P.M.
- K. If necessary for the well-being of students, the building principal may require nurses to attend events beyond the regular school day.
- L. Nurses conducting administrative approved after school activities will receive an hourly rate of \$30.00 per hour. For remuneration, a time sheet must be submitted and approved by an administrator.
- M. Nurses provided administrative approval for CPR/AED/First Aid Training outside of the contractual day will receive an hourly rate of \$30.00 per hour. For remuneration, a time sheet must be submitted and approved by an administrator.

- N. Nurses provided administrative approval to work summer days will be compensated their per diem rate. For renumeration, a time sheet must be submitted and approved by an administrator.
- O. Nurses who receive administrative approval to train DCRSD staff outside of the contractual day will receive an hour rate of \$45.00 for providing such training.

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.

While changes to school assignments are discretionary with the Superintendent, the affected nurse shall have the right to sit down with a representative to discuss the move prior to its implementation.

An additional nurse may be assigned as a district nurse to support schools. If assigned, a district nurse must be an RN with no permanent school assignment.

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.

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.

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 presentative. During the months of July and August, written notice of any such vacancy will be mailed to the MNA president or coordinator 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.

ARTICLE IX- Nursing Evaluation

Purpose:

The Dudley-Charlton Regional School Committee and Massachusetts Nurses' Association 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 a 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 the complaint.
- H. No nurse shall be reprimanded or suspended without cause.

ARTICLE X - Health Care Office

Each school will have the following facilities:

- Space in each nursing office classroom in which nurses may safely 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, phone calls in which protected health information can be discussed, and for the administration of medication or treatments.
- A serviceable desk and chair and phone and secure medication area for the nurse in each health room.

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 full day shall be deducted from his or her sick leave if his or her partial absence is due to illness, and a full 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 \$400 if no sick leave has been used during the school year, and \$200 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.

ARTICLE XII – 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. Three-Year Notice – A nurse 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 non-revocable notice of his/her intent to retire by December 15 prior to the last three full years 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. Two-Year Notice – A nurse 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 non-revocable notice of his/her intent to retire by December 15 prior to the last two full years will receive \$2,000 additional compensation during the final year of service and \$1,000 for the year preceding the final year.
- E. One-Year Notice – A nurse 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 non-revocable notice of his/her intent to retire by December 15 prior to the last full year 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.

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 are entitled to not more than three 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. No more than three personal days may be used in a school year. 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 circumstance 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.

Any Dudley-Charlton Regional School District MNA staff member recognized under the existing collective bargaining agreement who has unused personal days left at the end of the 2019-2020 school year will be able to roll over one (1) personal day for the 2020-2021 school year.

For years two and three of this contract MNA staff members will no longer be able to accumulate nor roll over any unused personal days into the next school year.

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 five working days without loss of salary.

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 four working days without loss of salary.

Two working days leave of absence shall be granted to attend the services 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.

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.

ARTICLE XV – Parental / Family /Child Rearing Leaves

- A. Parental Leave

A professional employee who has worked for the district for at least three (3) consecutive months on a full time basis or who has professional teacher status shall be granted up to eight (8) weeks of leave for the purpose of giving birth or for the placement through adoption of a child under the age of 18, or under the age of 23 if the child is physically or mentally disabled pursuant to the terms and conditions of the Massachusetts Parental Leave Act, under the terms and conditions of Chapter 149, §105D of the Massachusetts General Laws. Accumulated sick days may be used subject to the following limits:

- (1) The birth parent may use accumulated sick days up to eight (8) calendar weeks from the day that the baby is born. If the employee does not have enough sick days, unpaid days may be used.
- (2) The non-birth parent may take a total of up to ten (10) days using a combination of sick and personal days.
- (3) An adoptive parent(s) may use accumulated sick days for up to eight (8) weeks from the day the child is placed in the home of the adoptive parent. If the employee does not have enough sick days, unpaid days may be used.
- (4) If the employee qualifies for the Family Medical Leave Act (FMLA), a birth, adoptive, or non-birth parents may extend the leave outlined above as unpaid leave for up to twelve (12) school weeks (which would include the period of leave under the Parental Leave Act). If an employee takes leave under this section in circumstances where FMLA leave could also be taken, the two leaves shall run concurrently, rather than one after the other. If the employee qualified for health insurance, the health insurance shall be maintained at the employee rate during the twelve (12) week leave.
- (5) Active employees in unpaid leaves of absences that continue beyond the approved FMLA leaves may continue group insurance coverage as provided to professional employees of the bargaining unit by paying 50% of the premium.

B. Family and Medical Leave Act (FMLA)

All professional employees shall, in addition to the provisions of the above Article, be eligible for leaves of absence in accordance with the Family and Medical Leave Act of 1993. FMLA currently includes leave for the following:

- a) The birth of a child and in order to care for the newborn;
- b) The adoption or placement of a child for foster care with the employee;
- c) The care of a child, spouse, or parent with a serious health condition;
- d) The employee's own serious health condition that makes the employee unable to perform the essential functions of his/her positions;
- e) Qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status; an eligible employee may also take up the 26 workweeks of leave during a "single 12-month period" to care for a covered service member with the serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the service member.

All full-time professional employees shall presumptively be considered to have met the 1250-hour eligibility threshold on an annual basis. In the case of a part-time employee, the district shall bear the burden to establish the employee did not meet the 1250-hour eligibility threshold.

C. Child rearing Leave

In the case of the birth or adoption of a child, a professional employee may take a child rearing leave of absence without pay for up to two (2) years provided written notice is delivered to the superintendent at least eight (8) weeks prior to the predicted birth or adoption, where feasible. Eligibility for this benefit shall be extended to any birth or adoptive parent.

A professional employee who chooses an extended leave of absence for the purpose of childrearing in accordance with Article XVI, shall return to active employment either on the first day of school of the following year or on the first day of school of the second year following the birth or adoption. Upon written notice to the superintendent of the employee's intent to take a child rearing leave, the employee must identify the length of the leave as either for the remainder of the school year, or for the remainder of the school year plus the entire following school year. An employee who takes child rearing leave may not return during the school year.

In determining the placement on the salary schedule of the professional employee who returns from a child rearing leave of absence, credit for a full year of teaching will be given on the schedule for the school year during which the leave began if the professional employee completed at least ninety-one (91) days of teaching during said school year. Otherwise, the professional employee shall return to the step on the salary schedule which s/he held prior to the commencement of such leave. The professional employee shall be restored as soon as practicable to the position held when the leave began, or to a substantially equivalent position for which the professional employee is certified.

Nothing in this section shall be interpreted to limit an employee's right to utilize sick leave benefits as provided elsewhere in this agreement or to require an employee to use sick leave or personal leave during any leave period.

A professional employee who has completed a child rearing leave shall not be eligible to commence another child rearing leave under this article until the teacher has completed at least one full school year of active employment as a teacher following the earlier leave.

D. Spousal Partner Leave

A professional employee whose spouse or partner has given birth or adopted shall be granted spousal partner leave up to ten (10) days using a combination of sick and personal leave days to be used within twelve (12) weeks of the birth. A request for spousal leave must be made in writing at least two (2) weeks before the anticipated date of birth or adoption, when feasible. Such leave must be taken as consecutive days of leave.

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.

E. A per diem nurse who works 90 consecutive workdays in an assigned role will be recalculated to \$250.00 per day retroactively to the start of the 90-day period and forthright until said assignment concludes.

ARTICLE XVII – Professional Development and Educational Improvement

- A. The District will provide professional development program opportunities 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 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. To ensure that each nurse covered by this Agreement has an equal opportunity to attend workshops, conferences and other professional development activities, the school committee will allocate a minimum of \$150 per nurse per agreement year, for the term of the Agreement for the purpose.
- C. Each nurse covered by this Agreement shall comply with all rules and regulations to obtain or maintain an appropriate certification from the Massachusetts Department of Elementary and Secondary Education.
- D. The committee shall reimburse each nurse covered by this Agreement for the cost of any professional development activity which is approved in advance by the principal, 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 \$900 each fiscal year.
- Nurses in a first Master's degree program will receive up to a maximum of \$1,250 each fiscal year.
- Nurses in a degree program beyond the first Master's will receive up to \$1,000 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.

- E. 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.

ARTICLE XVIII – Protection

- A. Nurses will immediately report all cases of assault suffered by them in connection with their employment to their immediate supervisor.
- B. This report will be forwarded to the building principal, nurse coordinator, superintendent, school committee, 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 his/her family.

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 Harvard Pilgrim Health Care (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 – Health Insurance Benefits.
 - 3) The district will follow applicable state laws for same sex spouse benefits.

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 administration makes such a request it shall be in writing.

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.

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 districts per pupil costs shall be borne by the parent or guardian.

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 \$5,000.00 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 three (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.

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 the MNA will carry out the commitments contained herein and give them full force and effect as school committee and MNA policy.
- D. The superintendent, Nurse Coordinator and MNA Chairpersons will meet two times per year to discuss matters of ongoing concerns.

ARTICLE XXIV – Reduction in Force

- A. The School Committee retains the right to reduce the number of nurses on its staff. The decision to reduce staff shall not be subject to the grievance and arbitration procedures under this contract.
- B. The least senior nurse shall be the first to be laid off.
- C. A displaced nurse with seniority shall have the right to bump a less senior nurse's assignment and so on in accordance with seniority.

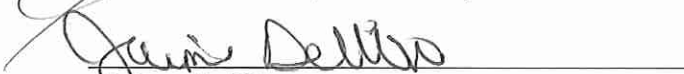
ARTICLE XXV – Duration

- A. This Agreement shall take effect on September 1, 2023, and, except as provided herein, shall remain in effect to and including August 31, 2026. It shall thereafter automatically renew itself to successive terms of three years unless either part shall have given the other written notice, on or before the November 15 just prior to the end of the contract term, of its election to terminate the contract as of the 31st of August next.
- 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.

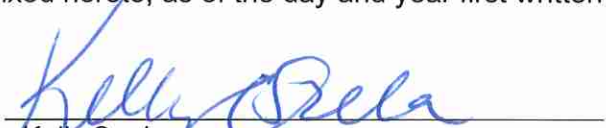

Cathleen Carmignani, Chairperson


Jeanne Costello, Vice Chairperson


Jaime Dell'Ovo


Maureen Chickering

Municipal Representative


Kelly Szela

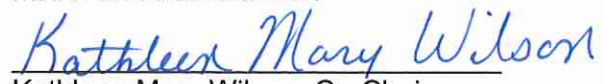

Caitlynn Panczyk


Nicole Enberg

Massachusetts Nurses' Association


Julie Pinkham, RN, Executive Director


Theodore Burke, Esq.
MNA Associate Director


Kathleen Mary Wilson, Co-Chairperson

Agreement between the Dudley-Charlton Regional School District and the Massachusetts Nurses' Association, 2023-2026, ratified by the Massachusetts' Nurses' Association on May 30, 2023 and the Dudley-Charlton Regional School Committee on June 24, 2023.

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