

AGREEMENT
BETWEEN
WESTFORD SCHOOL COMMITTEE
AND
WESTFORD EDUCATION ASSOCIATION
UNIT C

JULY 1, 2009 – JUNE 30, 2011

Nurses Contract: REVISED 7/1/2010 – 6/30/2011 COMPENSATION ONLY

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Nurses Contract: REVISED 7/1/2010 – 6/30/2011 COMPENSATION ONLY

PREAMBLE

1. Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Westford, that healthy children learn best, and that good morale within the nursing staff of Westford is essential to the achievement of that purpose, we, the undersigned parties to this Contract, declare that:

a. Under the laws of Massachusetts, the School Committee, hereafter called the Committee, elected by the citizens of Westford, has final responsibility for establishing the educational and health policies of the public schools of Westford. The employees are responsible for reading and abiding by School Committee policy. The Committee will make School Committee policies and regulations readily available to all employees on the school website.

b. The Superintendent of Schools of Westford (hereinafter referred to as the Superintendent) has the responsibility for carrying out the policies so established.

c. The nursing staff of the public schools of Westford has the responsibility for providing health care of the highest possible quality. This responsibility may include voluntary participation by individual employees in committees, task forces and other study groups. It is understood, however, that such participation shall not be deemed to constitute representation of the bargaining interests of the Westford Education Association, hereafter called the Association.

d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and the employees in the formulation and application of policies relating to wages, hours, and other conditions of employment. The fact that certain conditions are reduced to writing does not alleviate the responsibility of either party to meet with the other to discuss and consult on appropriate matters not originally covered in this agreement.

e. Pursuant to law here applicable, neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its own representatives, and while no final agreement shall be executed without ratification by the

Association and the Committee, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

ARTICLE I - SCOPE / RECOGNITION

For the purpose of collective bargaining with respect to wages, hours and other conditions of employment and the negotiations of collective bargaining, the Committee hereby recognizes Unit C of the Westford Education Association as the exclusive collective bargaining agent and representative of all employees as certified by the Massachusetts Labor Relations Commission in Case No. MCR - 2643

The Committee will not employ an interim employee in any position covered by the Agreement unless the Committee has a reasonable expectation that a person on leave from a position covered by this Agreement will return to that position, or to fill a position for the remainder of a partial school year.

ARTICLE II -- RIGHTS OF COMMITTEE

The Committee is a public body established under, and with the power provided by, the statutes of the Commonwealth of Massachusetts. As the elected representatives of the citizens of Westford, the Committee is charged with the responsibility for the quality of education in, and the efficient and economical operation of, the Westford School System. It is acknowledged that the Committee has the final responsibility of establishing the education policies of the Public Schools of Westford insofar as the law allows.

Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Committee under the statutes of the Commonwealth or the rules and regulations of any agencies of the Commonwealth. Except as expressly modified herein, said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the table of contents of this Agreement.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1. For the purposes of this Agreement, a grievance shall be defined as:

Any complaint by an employee in the unit covered by this Agreement that (1) she/he has been subjected to a violation, inequitable application or misinterpretation of a specific provision of this Agreement, or (2) she/he has been subjected to an arbitrary or capricious act contrary to established practice.

An "aggrieved person" is the person or persons making the claim. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

Time Limits: All time limits herein, except in Section 6, shall consist of school days from September 1 through May 31. From June 1 through August 31 may be referred to as calendar days. It is understood that any grievances pending at the conclusion of this contract will remain operative in the subsequent contract period unless settled in negotiations.

Section 2. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of nurses. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

Section 3. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

Section 4. Any party in interest may be represented at all stages of the grievance procedure by a person of her/his own choosing except that she/he may not be represented by a representative or an officer of any nurse organization other than the Association or MTA-NEA officials. When a nurse is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure except at Step 1.

Section 5. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. The time limits specified may be extended only by prior mutual agreement.

Section 6. If, at the end of the thirty (30) calendar days next following the occurrences of any grievance, (or when the nurse should reasonably have had knowledge of such occurrence) the grievance shall not have been presented in writing at Step 1, set forth below, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next step in the procedure shall not have been taken within the time specified therefore in this Article.

Section 7. Subject to the foregoing, all grievances must be processed in accordance with the steps, time limits, and conditions set forth below:

Step 1: The nurse shall present the grievance during her/his non-working hours to her/his school principal who shall give her/his answer in writing within five (5) days. If the grievance is not satisfactorily settled at this step, it may

Step 2: Be presented to the WEA Professional Rights and Responsibilities Committee by the nurse involved within three (3) days after receipt of the Principal's answer. If the Professional Rights and Responsibilities Committee concurs in the answer of the Principal, the matter shall be considered settled at this step as far as the Association is concerned and the Principal shall be so notified. If the grievance is not satisfactorily settled at this step to the Association's satisfaction and/or if the nurse shall so desire, it may

Step 3: Be reduced to writing by the nurse within fifteen (15) days after receipt of the Principal's answer and be presented to the Superintendent of Schools. The Superintendent or her/his designee, and the nurse, and, if the nurse so elects, the President of the Association, or her/his designee, shall meet to discuss the grievance within ten (10) days after receipt of the written grievance. Grievances reaching the Superintendent's level will be summarized and forwarded to the

Committee for their information. The Superintendent shall elect whether this discussion shall take place during working hours or not. The Superintendent, or her/his designated representative, shall give her/his written answer to the grievance within seven (7) days following the conclusion of the meeting. If the grievance is not satisfactorily settled at this step, it may

Step 4: Be appealed in writing within five (5) days after receipt of the written answer of the Superintendent by the nurse to the School Committee. The School Committee, and/or its designated representatives and the nurse, and, if the nurse so elects, counsel and/or an authorized representative of the Association, shall meet to discuss the grievance as promptly as possible, normally within fifteen (15) days, at a time mutually agreed upon between the Chair of the School Committee and the President of the Westford Education Association. If any person or persons are to represent the nurse at this meeting, the School Committee will be informed in writing prior to three (3) days before the meeting of the names and titles of such person or persons. The School Committee or its designated representative shall elect whether this discussion shall take place during working hours or not.

Step 5: The School Committee will give its written answer to the grievance within ten (10) days following the conclusion of the meeting. If no satisfactory settlement of the grievance is made, it may be appealed to arbitration by written notice of such intention to appeal within ten (10) days after the receipt of the written answer under Step 4. This appeal to arbitration shall be in accordance with the procedure and conditions set forth below.

Step One - The Arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven (7) working days after written notice of the intention, then

Step Two - The party demanding arbitration shall, within five (5) working days thereafter, request the American Arbitration Association to provide a panel of arbitrators. Said Arbitrator is then to be selected under the provisions of the Voluntary Arbitration Rules.

Step Three - The Arbitrator shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his award not later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, from the date of submission to her/him of the final statement and briefs. The Arbitrator's award shall set forth her/his findings of fact, reasoning, and conclusions. The Arbitrator shall be without power or authority to make any award which requires the commission of an act prohibited by law or which is inconsistent with any provision of this contract. The award of the Arbitrator shall be submitted to the School Committee and the Association, and, subject to law, shall be final and binding upon the School Committee, and the Association and the aggrieved employees.

The fees of the American Arbitration Association, the arbitrators, and the expenses of any required hearings shall be shared equally by the Committee and the Association, excepting that each party shall bear the expenses of its representatives, participants, witnesses, and for the preparation and representation of its own case. The School Committee may legally undertake this obligation. In no event shall any present, or future, member of the Committee have any personal obligations for payment under the provisions of this contract.

The Arbitrator shall be bound by the procedures set forth in the Voluntary Labor Arbitration Rules as now in effect or hereafter notified by the American Arbitration Association. The Arbitrator's award shall be in writing and shall set forth her/his findings of fact with reasoning and conclusions. She/he shall arrive at her/his decision solely upon the facts, evidence, and contentions presented by the parties through the arbitration proceeding. The Arbitrator shall be without power or authority to add to, subtract from, or

modify any of the terms of this Agreement, and, in reaching her/his decision, shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. The Arbitrator shall be without power or authority to make any award which would require the Committee to do an act prohibited by law.

Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the Arbitrator.

ARTICLE IV - SICK LEAVE

Section 1. - Sick leave will accrue at the rate of fifteen (15) days per contract year up to an accumulated total of one hundred and fifty (150) days.

Up to five (5) days of sick leave per year may be used for family related emergencies involving the employee's immediate family member (mother, father, brother, sister, spouse, children, grandchildren, mother-in-law, father-in-law, step parent) or any person who resides with the employee or when the care of such person is the primary responsibility of the employee.

ARTICLE V - PERSONAL, FUNERAL & RELIGIOUS LEAVE

Section 1 - In each school year professional employees may obtain up to two (2) days leave with pay for imperative personal business or legal obligations, which cannot effectively be conducted outside of school hours. A third day of such leave may be granted to an employee for the celebration of a holiday of substantial significance to his or her religion.

Section 2. Another day may be granted for religious purposes at the discretion of the Superintendent upon receipt of a written request at least five days in advance. These days may not be accumulated. An employee will not be required to specify reasons for a personal day, except as set forth below. No

request for personal leave will be submitted so as to extend a holiday or vacation period without a statement of reasons. Such requests may be granted at the sole discretion of the Superintendent.

Section 3. In the event of the death of an employee's immediate family member (mother, father, brother, sister, spouse, child, grandchild, mother-in-law, father-in-law, step parent) or any individual who resides with the employee, a maximum of five (5) regularly scheduled school days for funeral and bereavement leave shall be given to the employee without loss of pay and with no accumulation. In the event of the death of an employee's close relative who does not reside with the employee, the day of the funeral service will be allowed for the purpose of attending such service without loss of the regular day's pay, and with no accumulation

ARTICLE VI – LEAVES (MMLA / FMLA / MILITARY)

Section 1. Massachusetts Maternity Leave Act (MMLA)

The Committee will abide by the Massachusetts Maternity Leave Act (MMLA). Upon the receipt of at least two weeks' written notice to the Superintendent of Schools of the employees anticipated date of departure and with the intention to return under the Massachusetts Maternity Leave Act (MMLA) a member of this unit who is pregnant or intending to adopt a child and has been employed for at least ninety (90) calendar days shall have the option of taking either:

- a. A leave of up to and no more than eight (8) work weeks based on the approved school calendar at the time of birth or the date of adoption, but not substantially earlier or later.
- b. A leave specifically limited to the actual period of preparing for and participating in childbirth and caring for a new born, or adopting and caring for a newly adopted child under 18 or a child under 23 with mental or physical disabilities.

The employee must notify the Superintendent if she intends to take leave under the MMLA. An employee who takes a leave under the MMLA may request to apply their earned sick leave benefits for five (5) consecutive days following the birth or adoption of the child, plus any period of the employee's continuing disability due to childbirth.

A person returning from a leave under this Article shall have a right to return to the employee's previous or similar position unless the employee would have been non-renewed or reduced in force. Nothing in this section of the bargaining agreement shall be construed to affect the Committee's requirement to abide by the MMLA, nor is it intended to expand or contract the rights and benefits of the act.

Section 2. Family Medical Leave Act (FMLA)

The Committee will abide by the Family Medical Leave Act (FMLA of 1993). An employee with at least twelve (12) months employment with family medical issues that renders him/her unable to perform functions of their job must notify the Superintendent in writing of their intent to take a medical leave. The Superintendent of Schools will designate in writing that the leave is to be taken under the Family Medical Leave Act (FMLA). Medical issues that qualify under the Family Medical Leave Act (FMLA) include a serious personal health condition that makes the employee unable to perform the functions of his/her position, care for family members who have serious health conditions including spouse, son, daughter, parent, care for a newborn, and adoption or foster child placement. The leave year shall be based on a twelve (12) month basis with only one (1) FMLA leave allowed in a twelve (12) month period. The twelve (12) month period will be calculated forward from the commencement date of the requested FMLA leave.

Section 3. Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is

undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Section 4: While it is recognized that except as specifically required by this Agreement, the Superintendent is not required to grant long term leaves of absence. An employee who has completed two (2) full years of employment, may be granted a long term leave of up to one (1) year without pay. If granted, the employee shall notify the Superintendent in writing of the employee's intention to return and the date of return by April 15 of the leave year. The employee involved will have the right to discuss this matter with the Superintendent. It is recognized that the decision of the Superintendent is final and will not be subjected to the grievance and arbitration provisions of the Agreement.

An employee returning from leave under this Article will be placed on the next step of the schedule if the employee had been actively employed by the Westford School System for more than 91 days in the school year during which the leave commenced. Upon return, all sick leave that was accumulated on the date the leave began shall be restored. A person returning from a leave under this Article, unless there has been a reduction in force that would have affected the employee, will be returned to the same or a similar position to which the employee was assigned at the commencement of the leave with all benefits (including seniority) that she had accrued at the commencement of the leave.

ARTICLE VII - SICK LEAVE BANK

Section 1. A Sick Leave Bank has been established for use by "eligible members" of this Agreement whose sick leave accumulation is exhausted through prolonged illness or disability and who require additional leave to make full recovery from an extended illness or disability. Effective September 1, 1993, the Unit C Sick Leave Bank merged with the Unit A Sick Leave Bank.

Section 2. The Sick Leave Bank shall be administered by the Westford Public Schools Human Resources Department and the Superintendent's office and managed by a Sick Leave Bank Committee consisting of three (3) members designated by the School Committee to serve at its discretion, and three (3) members designated by the Association to serve at its discretion. The Human Resources Department will be

responsible for reviewing all requests and for verifying sick time data. The Superintendent will review applications for approval. Applicants may appeal the Superintendent's decision to the Sick Bank Committee. The decision of this Committee with respect to eligibility entitlement shall be final and binding and not subject to appeal or arbitration. The Sick Leave Bank Committee shall be responsible for developing procedures for processing applications. These procedures will be designed to respect the employees' reasonable expectations of confidentiality.

Section 3. The "eligible members" of the Sick Leave Bank shall be limited to full-time personnel covered by this Agreement who have been employed for a minimum of two (2) years and who are active participants in the bank. Eligible employees who are not active members will be given the opportunity to become active participants upon notification to the Sick Leave Bank Committee in writing on or before October 1st of each school year. Any employee who elects to become an active participant will remain an active participant until she/he notifies Central Office in writing by September 15 in any subsequent year that she/he no longer wishes to be a member.

Section 4. In any year when the bank has less than 3,000 accumulated days, each "eligible member" shall have her/his sick leave accumulation reduced by one (1) day and all of those days shall be deposited in the bank to be utilized by other bank members. In those years when the bank has 3,000 or more accumulated days, only those members who have contributed less than fourteen (14) days to the bank during their employment in Westford shall have their sick leave accumulation reduced by one day and those days shall be deposited in the Bank to be utilized by other bank members.

Section 5. Application for benefits shall be made in writing to the Human Resources Department accompanied by a physician's note as to the need for and the anticipated extent of the extended recovery time from the illness or disability.

Section 6. Applications for benefits may be made prior to the employee's exhaustion of her/his own personal sick leave to expedite benefits, but drawings upon the Bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided, and in no event unless the prolonged illness has exceeded twenty (20) school days.

Section 7. The initial grant of sick leave by the Sick Leave Committee to an "eligible employee" shall not exceed twenty (20) days unless a clear need for additional days has been demonstrated in which case the initial grant may be up to fifty (50) days. Upon completion of the initial grant, an additional entitlement may be extended upon demonstration of need by the applicant, and these days may extend into a second school year, with the approval of the Sick Leave Bank Committee. In no case may the total number of days granted to the employee exceed the total number of sick days that the employee had when the illness began or the prior related illness reoccurred.

Section 8. Subject to the foregoing requirement, the WEA, the Human Resources Department and the Superintendent will determine eligibility of the use of the Bank and the amount of leave to be granted. The decision of the Sick Bank Committee with respect to eligibility entitlement shall be final and binding and not subject to appeal or arbitration.

Section 9. Unused days in the Sick Leave Bank shall be carried over into the Bank that is established for the next academic year.

Section 10. Each time the Sick Leave Bank is exhausted during the applicable Bank year, all "eligible members" shall have their sick leave accumulation deducted by another day and that day shall be deposited in the Bank.

Section 11. "Eligible Members" of the Sick Leave Bank may also apply for benefits related to their participation in a treatment program for weight control, food disorders, stress, alcohol, and other chemical abuse, including smoking. Applications for such benefits must include a physician's recommendation. If the application for benefits is approved, the School Department will pay the costs of the program that are not covered by the employees' insurance and/or the employees spouse's insurance. The number of days remaining in the Sick Leave Bank will be reduced to reflect the payment for such treatment program. The reduction will be calculated by dividing the cost of the program to the School Department by the applicable daily rate of substitute pay. The result, rounded to the nearest whole number, will be deducted from the Bank.

ARTICLE VIII - CAREER CHANGE LEAVE

Section 1. Subject to the conditions set forth in this article, an unpaid leave of absence may be granted to bargaining unit members to explore the possibility of a career change.

Section 2. All leaves shall be for a period of one (1) year, commencing with the opening of school in the fall and an employee shall be eligible for only one such leave during her/his service in Westford.

Section 3. To be eligible, an employee must have six or more years of seniority as defined in Article XV, Section 1 (**REDUCTION IN FORCE**) at the time the written application for the leave is filed with the Committee. The application must be filed no later than March 15th preceding the date on which the leave is to begin.

A person returning from a leave under this Article, unless there has been a reduction in force that would have affected her/him, will be returned to the same or similar position to which she/he was assigned at the commencement of the leave with all benefits (including seniority) that she/he had accrued at the commencement of the leave and at the same salary that she/he would have earned for the year in which the leave was taken.

ARTICLE IX - GENERAL

Copies of this Agreement will be printed at the Committee's expense and given to the Association.

Section 1. Hours: While it is recognized that the final decision in hours of duty for bargaining unit members rests with the School Committee, it is agreed that there will be no permanent change of these hours until there has been consultation with the Association on the matter. The Committee and the Westford Education Association recognize the benefits of scheduling classes to begin no later than 9:00 a.m.

Section 2. **Work Year:** During the term of this agreement the number of work days for each employee shall be 185 days as determined by the annual School Calendar. The Head Nurse shall work an additional five (5) days equaling – 190 days. In lieu of a scheduled “no school” Parent Conference Day, each employee is eligible to attend one (1) floating Professional Development Day.

Section 3. **Duty-free Lunch:** Employees shall be entitled to a duty free meal break, not to exceed twenty-five (25) minutes, to be scheduled by each member of this agreement, taking into consideration the health needs of the students in her/his care.

Section 4. **School Safety Committee:** In order to continue the Committee’s and the Administration’s commitment to workplace safety, a School Safety Committee will be formed which will include representatives from the Administration, the Association and other employee groups. The Safety Committee will meet regularly when any group member deems necessary or immediately in the event of an emergency. The goal of the Safety Committee will be to review workplace health and safety issues.

The Safety Committee may make recommendations for action to the Administration or the School Committee. Such recommendations shall be based on majority vote with the administration having the same number of votes as the represented employee groups combined.

Section 5. **WEA Consultation Committee:** The parties to this Agreement hereby express their joint intention, through the provisions of this Section, to seek to continue their harmonious relations; to promote mutual cooperation and understanding; to establish and maintain new and effective lines of communication between the parties; to insure the safety and professional well-being of the employees, all with the goal of providing the Town of Westford with the best and most effective schools possible. In order to achieve these ideal ends, the parties recognize the need for establishing and maintaining a conduit for informal mutual expression and meaningful discussion.

Therefore, the Association shall designate two (2) representatives, in addition to the President, to meet with the Superintendent on a monthly basis at mutually convenient times to consult as provided herein. The Superintendent, at her/his discretion, may request two (2) management representatives to sit with him/her.

The Association and the Superintendent agree that at least one (1) week prior to the date scheduled for the regular meeting of the committee described above, each will submit a written agenda of subjects about which they wish to consult. The consultations, as nearly as possible, will be confined to subjects on the agenda.

Section 6. Dues and Payroll Deductions: The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance here with, shall certify to the Treasurer of Westford all payroll deductions for the payment of dues to the Association duly authorized by employees covered by the contract.

Pursuant to Chapter 149, Section 178B of the General Laws, employees may authorize in writing a payroll deduction of a given amount to be made every pay period for the purpose of a deposit into a designated bank. This provision shall be effective only so long as payroll is handled by the Town and it is feasible for the Town to comply with it. If payroll is transferred elsewhere, the School Committee will make every reasonable effort to obtain a continued compliance with this provision. School employees new to the system may submit such authorization to the Human Resources Department within 30 days of the commencement of employment.

THE PROVISIONS OF THE PARAGRAPH ALSO APPLY FOR PAYROLL DEDUCTIONS AUTHORIZED BY THE TOWN FINANCIAL DIRECTOR.

ARTICLE X - PROFESSIONAL DEVELOPMENT

Section 1. Up to two (2) days may be given for professional enrichment without loss of pay. These days may be used to attend workshops, in service programs, and/or seminars sponsored by professional associations. The decision to grant such days is discretionary with the Superintendent.

Section 2. The cost of CPR , First Aid courses and the nurses' State Nursing License, which are required of all employees under this Agreement will be reimbursed.

Section 3. Providing the annual school calendar offers a professional development day before the commencement of classes, the nurses will use this day to meet with parents and guardians to discuss medicine and medical care plans.

Section 4. Each employee covered under this agreement shall receive reimbursement of up to \$600 for CEU's, contact hours, and/or PDP's, or reimbursement of up to \$750 for a pre-approved course in a Masters Degree program, or reimbursement of up to \$500 for pre-approved courses taken beyond the masters level. The Superintendent of Schools or his designee will approve all courses. To qualify for college level tuition reimbursement for the budget year following, the employee must file with the Superintendent of Schools by December 1st of the previous school year her/his intent to take courses. Unit C members in their first year of employment must file their intent to take courses during that year with the Superintendent of Schools by October 1st. She/he must also present receipted tuition bill(s) along with the university credit after completion of course(s). A canceled check along with official university credit after completion of a course would also be acceptable for reimbursement. A Part-time employees' tuition reimbursement shall be pro-rated based on her/his FTE status unless otherwise agreed to by the parties.

ARTICLE XI - POLICY STATEMENTS

Section 1. **Jury Duty:** In accordance with Chapter 234A of the General Laws of Massachusetts, any employee required to be absent from work because of Jury Duty, shall be paid the difference, if any, between her/his regular wages over and above the amount she/he receives because of such Jury Duty.

Section 2. **Personnel Files:** Employees will receive a copy of any material other than record-keeping material maintained in the normal course of the employee's employment that is put in her/his Central Office personnel file. Employees will then have a right to submit a written, dated response or comment to such material within thirty (30) days after she/he receives the copy, and such response shall be attached to the document. Employees have the right to review the contents of their personnel file during the normal business day, with the exception of "confidential references."

Employees may obtain information on their accumulated sick leave and step placement by contacting the Central Office during its usual business hours.

Section 3. Job Postings: Whenever a permanent vacancy occurs in a position within the bargaining unit during the course of the school year, notice of such vacancy will be posted at each school where employees are regularly assigned at or before the time that it is announced to others, but at least for a period of five (5) school days prior to filling the vacancy. Employees who desire the position will notify the Superintendent. The School Committee, in its discretion, will determine whether a vacancy exists and if so, whether it is to be filled.

Section 4. Travel Reimbursement: Employees shall be reimbursed for reasonable travel expenses if such travel is authorized. When an employee uses her/his own vehicle for such travel, reimbursement shall be at the rate currently in effect for IRS purposes rounded down to the nearest full cent, provided, however, when the rate is changed by the IRS, the Committee shall have up to 60 days to implement that change and the change will become effective as of the date of implementation.

Section 5. Malpractice Insurance: The School Committee will purchase, for each member of Unit C a malpractice insurance policy of protection for said members as is currently in effect.

Section 6. Membership: The School Committee will purchase one membership to Massachusetts School Nurse's Organization during each year of this Agreement.

ARTICLE XII - NON- RESIDENT TUITUON

The Committee agrees to permit the children of non-resident employees to attend Westford Public Schools, provided that such attendance shall not require the Committee (pursuant to its own policies) to increase staff, and provided further that, if such children require special services under Chapter 766, the costs of such special services shall be paid by the employee. The child of an employee residing in Massachusetts who is seeking entry in a grade that has declared openings under the School

Choice program may be admitted via the School Choice program. Acceptance in the School Choice program will be subject to a lottery if there are more applicants than declared School Choice seats. If the child of an employee (who resides in Massachusetts) is not accepted via the School Choice program, the child may still attend Westford schools tuition free. A child of an employee who resides outside of Massachusetts, who is not eligible to attend under the School Choice program, will be allowed to attend Westford schools tuition free. The Committee's refusal to grant such permission in a given instance shall not be subject to the grievance and arbitration provisions of the Agreement.

ARTICLE XIII - COMPENSATION

Salary Schedule

Attachment A

Longevity Schedule

Attachment B

Section 1. Each employee shall be placed on the salary scale on the step determined by the Superintendent or his/her designee. The factors to consider may include the employee's prior public school, community health, and pediatric nursing experience.

Section 2. A Part-time employees' salary shall be pro-rated based on her/his FTE status.

Section 3. A step number represents the employees' place on the salary schedule and does not necessarily represent years of experience in or out of Westford Public Schools. An employee will move one step per year until reaching the maximum step. Salary steps are based on successful and satisfactory performance.

Section 4. In addition to the amounts specified above the Head Nurse shall be paid an annual stipend of \$6500.00. This stipend includes a 190 day work year with the extra days being scheduled cooperatively, perhaps in hourly segments. The head nurse will be responsible for hiring substitutes and conducting regular staff meetings. The head nurse will not be responsible for scheduling substitutes. Any employee

needing a substitute will use the sub placer system.

Section 5. When the Head Nurse has been absent for at least ten (10) consecutive school days, the employee who may be offered and who accepts the duties and responsibilities of Acting Head Nurse will be paid the differential paid to the Head Nurse for the period this appointment remains in effect.

Section 6. A total of fifteen (15) days for summer work shall be budgeted by the Committee. Such appropriation will be divided between the three (3) employees working at the K-2 level, and the two (2) employees working at the middle school level. Employees will be paid at a per diem rate.

Section 7. In recognition of dedicated service to the children of Westford, any employee who terminates employment after ten (10) years of employment or is eligible for retirement under the Massachusetts Teachers Retirement System regulation shall receive \$35 for each accumulated sick day, up to the maximum of 150 days. To be eligible, each employee must file, one year in advance, a notice of intent to retire from the Westford Public Schools under the provisions of the Massachusetts Teachers Retirement System. Such payments shall be made in a lump sum upon retirement or on the next January 1 following retirement.

ARTICLE XIV – EVALUATIONS

Employee evaluations will be conducted in accordance with the nurse evaluation instrument which can be found as **Attachment “C”** which from time to time, may be modified or supplemented at the agreement of parties.

Section 1. The building principal, dean/assistant principal, or the pupil personnel administrator will perform formal evaluations of school nurses. Additionally, the Superintendent of Schools or her/his designee may conduct the evaluation of a school nurse. The nurse will be notified by October 1st of the scheduled date for the evaluation.

Section 2. All nurses with three (3) or less years experience in the Westford Public Schools will be evaluated twice each school year, once by January 31st and the second by April 15th. All school nurses with more than three (3) years experience in the Westford Public Schools will be evaluated by May 15th every other year. Year two (non-evaluation year) will consist of activities that will be determined at the sole discretion of the school nurse and may include such activities that demonstrate a commitment to school and community.

Section 3. Any concerns that an evaluator/evaluatee might have with regard to meeting professional responsibilities, will be brought to the attention of the evaluator/evaluatee as soon as possible after the evaluator becomes aware of the concern.

Section 4. A meeting will be held between the evaluator and the school nurse within five (5) school days to discuss the completed evaluation at which time the evaluator will offer suggestions and assistance in writing to improve the performance of the school nurse. Should the school nurse disagree with the evaluation, the school nurse may request and be granted a meeting with the Superintendent of Schools. This meeting will take place by June 1st and will establish the outcome of the final written evaluation.

ARTICLE XV - REDUCTION IN FORCE

Section 1. Seniority for purposes of this Article is the length of continuous employment as a School Nurse in the Westford Public Schools measured from the first day for which compensation was received as a Nurse, based on permanent status, including time spent on paid and unpaid leaves of absence authorized by this Agreement. An employee will lose seniority for the following reasons:

- a. She/he terminates employment in the Westford Public Schools.
- b. She/he is discharged or laid off and not recalled
- c. She/he takes an unauthorized leave of absence

Time lost as a result of suspension will not constitute a break in seniority but will be subtracted from it.

Section 2. In the event a reduction in the number of School Nurses covered by this Agreement is deemed advisable by the Committee, a School Nurse will have the right to bump a School Nurse having the least seniority. Super seniority will be given to the Head Nurse.

Section 3. If, subsequent to a layoff, vacancies occur, the School Nurses who have been laid off within the prior year under the foregoing provisions will have recall rights on the basis of seniority at the time of layoff to nursing vacancies that may subsequently occur.

Section 4. Any School nurse who has recall rights shall be notified of such vacancy by means of a registered letter sent to her/his last address of record. The School Nurse shall have seven (7) days from the sending of the registered letter to notify the Superintendent of her/his desire to return. If notification of acceptance of the vacant position is not received within this period, the School Nurse will forfeit all rights and benefits provided for in this Article.

Section 5. To the extent permitted by General Laws, Chapter 32B and the Town By-Laws, laid-off School Nurses may continue group health and life insurance coverage during the recall period as provided to members of the bargaining unit by reimbursing the Town Financial Director for premium costs. Failure to timely forward premium payments or refusal to return to employment on recall will terminate this option.

Section 6. In cases where two (2) or more School Nurses have the same seniority, the Superintendent will have the discretion to determine the order of layoff and recall of those School Nurses, and her/his judgment shall be final and binding and not subject to the grievance or arbitration provisions of this Agreement.

Section 7. A list specifying the seniority of each member of the bargaining unit shall be prepared by the Human Resources Department and forwarded to the President of the Association within thirty (30) days following the execution of this Agreement. An updated list shall be supplied by the Human Resources Department annually thereafter.

Section 8. School Nurses who are to be affected by a reduction in staff should normally be notified no later than May 15 of the school year preceding the September in which the reduction will take place. It is recognized, however, that such notification of the intended reduction may be given after May 15, and that reductions may occur during a school year. In such cases, the School Nurse will receive notice of the intended layoff at least thirty (30) calendar days before the effective date of layoff.

ARTICLE XVI - PROTECTION AND INDEMNIFICATION

Section 1. A School Nurse who, in good faith, renders emergency aid or transportation to a person who has become injured or incapacitated in a school building or on school grounds will not be subject to disciplinary action by the Committee for such emergency first aid or transportation.

Section 2. In the event that a School Nurse is incapacitated as a result of a bona fide injury or sickness arising out of, or in connection with, her/his service to the Town, for which Workers' Compensation is payable, all guidelines will be followed as established with the Town of Westford and their designated insurance carrier.

ARTICLE XVII - SEPARABILITY AND SAVINGS CLAUSE

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


ARTICLE XVIII - DURATION

Section 1. The date of signing this Agreement by the authorized representatives of the Association and the Committee will constitute the effective date of this Agreement. The contract will commence July 1st, 2009.

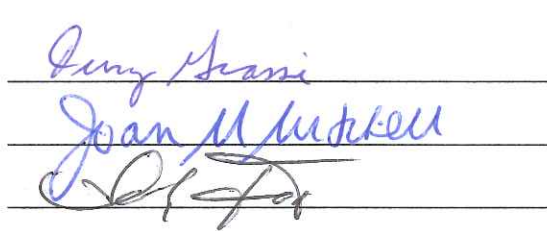
Section 2. This Agreement shall remain in full force and effect until June 30, 2011 . If a successor agreement is not reached before the expiration date of the existing contract, the existing contract shall remain in full force and effect until the successor agreement is reached. To renew or amend this contract for the period after June 30, 2011, both parties agree to mutually establish negotiation schedules on or before December 1, 2010.

IN WITNESS WHEREOF, the Committee has caused this instrument to be duly executed by its authorized designees and the Association, acting on behalf of the School Nurses, has caused this instrument to be signed by its proper officers hereunto duly authorized the 13th day of Sept 2010.

WESTFORD SCHOOL COMMITTEE



WESTFORD SCHOOL NURSES



ATTACHMENT A
SALARY SCHEDULE

2% Increase

BACHELORS	2010-2011
Step 1	\$36,899
Step 2	\$39,003
Step 3	\$41,104
Step 4	\$43,206
Step 5	\$45,307
Step 6	\$47,410
Step 7	\$49,512
Step 8	\$51,614
Step 9	\$53,715
Step 10	\$55,818

\$4500 Increment Increase Over Bachelors

MASTERS	2010 - 2011
Step 1	\$41,399
Step 2	\$43,503
Step 3	\$45,604
Step 4	\$47,706
Step 5	\$49,807
Step 6	\$51,910
Step 7	\$54,012
Step 8	\$56,114
Step 9	\$58,215
Step 10	\$60,318

ATTACHMENT B
LONGEVITY SCHEDULE

Longevity Bonus, in recognition of years of service to the Westford Public Schools, shall be paid annually upon completion of the respective year:

6 – 9 Years	\$900
10 – 14 Years	\$1100
15 years and beyond	\$1200

ATTACHMENT C
EVALUATION INSTRUMENT

WESTFORD PUBLIC SCHOOLS
Westford MA

SCHOOL NURSE PERFORMANCE EVALUATION

NAME _____ DATE _____

PROGRAM MANAGEMENT

Exhibits leadership in the establishment and maintenance of school health programs which meet existing needs and identifies future needs of the student, school, and community when appropriate. Organizes and maintains health records.

INTERDISCIPLINARY COLLABORATION

Collaborates with other professionals in assessing, planning, and implementation of health education activities.

COMMUNICATION

Effectively communicates in a timely manner information regarding student and staff health issues.

PROFESSIONALISM

Acts in a professional manner. Obtains expert consultation as needed.

HEALTH EDUCATION

Teaches the principles of health promotion and disease prevention to individuals and groups when needed and/or when requested.

PROFESSIONAL DEVELOPMENT

Participates in continuing professional education. Serves as a resource for or provider of staff development activities.

COMMUNITY HEALTH

Works effectively with individuals, public and private agencies and other community groups. Utilizes community resources to meet student health needs.

POLICIES, STATUTES AND REGULATIONS

Understands and complies with school site and district policy and procedures, and state statutes and regulations.

Satisfactory _____

Unsatisfactory _____

SCHOOL NURSE PERFORMANCE EVALUATION-PAGE 2

SUMMARY PROFILE:

STAFF MEMBER COMMENTS:

Supervisor signature

Date

School Nurse signature

Date

Signature of Evaluation by the School Nurse does not necessarily mean agreement with the Evaluation