

***Wachusett Regional School District  
and  
Massachusetts Nurses Association***

***Agreement between  
Massachusetts Nurses Association  
and  
Wachusett Regional School District***

*July 1, 2015 – June 30, 2017*

**Wachusett Regional School District  
and  
Massachusetts Nurses Association**

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**Wachusett Regional School District  
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**Article 1**

**RECOGNITION**

For purposes of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining Agreements, and any questions arising thereunder, the District recognizes the Massachusetts Nurses Association as the exclusive bargaining agent and representative for all full-time and regular part-time professional nurses employed by the Wachusett Regional School District, excluding managerial and confidential employees, and all other District employees, as detailed in Case Number MCR-4381, Commonwealth of Massachusetts Labor Relations Commission.

**Article 2  
GRIEVANCE PROCEDURE**

**A. Purpose:**

The purpose of the grievance procedure shall be to resolve at the lowest possible administrative level issues, which may arise from time to time with respect to the provisions of this Agreement.

A member of the Association who feels aggrieved shall attempt to resolve the issue through administrative channels before following the grievance procedure outlined below.

**B. Definitions:**

1. A **grievance** is a claim that a specific provision of this Agreement has been misapplied or misinterpreted.
2. An **aggrieved person** is the member or members of the Association making the claim.
3. The term **days** means work days.
4. Notwithstanding the informal procedure, all grievances shall be in writing and set forth the specific section(s) of the Agreement that is being or has been misapplied or misinterpreted, the nature of such misapplication or misinterpretation, and the specific relief requested, and must be filed within twelve days of the act or omission that is subject of the grievance.

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**C. *Informal Procedure:***

A member of the Association with a grievance shall have the right to discuss it with his/her immediate supervisor, accompanied by one member of the Association if he/she chooses, with the objective of resolving the matter informally.

**D. *Formal Procedure:***

**Level One:**

If the aggrieved person is not satisfied with the disposition of his/her claim through the informal procedure outlined above, or if the claim is not resolved through the informal procedure, he/she shall have the right to present his/her grievance to his/her immediate supervisor accompanied by one member of the Association or a designee of the Association. Such grievance shall be in writing and conform to the requirements of filing detailed in paragraph 4 of section B of this Article, as outlined above. The supervisor shall have five (5) days from the date of the grievance presentation to render a decision.

**Level Two:**

If the grievant is not satisfied with the disposition of the grievance at Level One or if no written decision has been rendered within the time limits set forth in Level One, the grievant may appeal to a Nurse Grievance Resolution Committee (hereinafter referred to as the N.G.R.C.). Such appeal must be filed within ten (10) school days after the written decision was due at Level One.

Said N.G.R.C. shall meet within ten (10) school days after the grievance is referred to Level Two.

The N.G.R.C. shall consist of three (3) full time bargaining unit members chosen by the Association and three (3) members of the District's Administrative Cabinet selected by the Superintendent, no two members on either side shall be from the same work location and/or department. Whenever possible, no representative from either side should be from the same work location. The nonvoting co-conveners of the N.G.R.C. shall be the President of the Association and the Superintendent or their designees.

The N.G.R.C. shall investigate the grievance and attempt to achieve a resolution. Decisions of the N.G.R.C. shall be by Agreement of four (4) or more members of the N.G.R.C. voting by secret ballot. Decisions of the N.G.R.C. shall be final and

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binding upon all parties for that particular grievance on a no precedent basis. The N.G.R.C. is not confined to accepting or rejecting the requested remedy of the grievant(s). The N.G.R.C. may determine by majority vote of its members a mediated settlement to the grievance, which would be binding, but not precedent setting on all parties.

**Level Three:**

If the grievance is not resolved at Level One or no decision is rendered at Level Two, or if no decision is rendered within the time prescribed above, the aggrieved person may forward his/her grievance within five days of which a decision was due at Level One to the Superintendent of Schools or the date on which a decision was due at Level Two. The Superintendent or his/her designee shall meet with the aggrieved person in an effort to resolve the grievance within ten days after the grievance was forwarded to Level Three. The aggrieved person may be represented by one member of the Association or a designee of the Association. The Superintendent or his/her designee shall have ten (10) days to render a decision on the grievance.

**Level Four:**

If the grievance is not resolved at Level Three, or if no decision is rendered within ten (10) days of the hearing at Level Three, the aggrieved person may request the Association to submit his/her grievance to arbitration; provided, however, that such request shall be in writing and shall be made within five days of the date on which a decision at Level Three was due. Within fifteen (15) days of receiving the request, the Association shall decide whether to submit the grievance to arbitration. If the Association decides to submit the grievance to arbitration, it shall notify the Superintendent in writing. Within ten (10) days of notification, the District and the Association shall seek to select a mutually acceptable and available arbitrator. If the parties are unable to agree upon or to obtain a mutually acceptable arbitrator within the time specified, the matter shall be referred to the American Arbitration Association or the Board of Conciliation and Arbitration to be arbitrated in accordance with their current rules. The decision of the arbitrator shall be final and binding. If possible, the arbitrator's decision shall be submitted within thirty (30) days from the date the hearing is completed. The costs of the arbitrator shall be shared equally by the District and the Association, including per diem expense, if any, and actual and necessary travel and subsistence expenses. The arbitrator's award shall be in writing and shall set forth findings of fact, reasoning, and conclusions. The arbitrator shall have no power to add to, subtract from, or modify any part of this Agreement.

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**E. Miscellaneous:**

1. The District and the Association agree that these proceedings shall be kept as informal and confidential as possible.
2. By mutual Agreement, the parties may extend any of the time limits delineated in this Article.
3. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal a decision within the specified time limits shall be considered as acceptance by the aggrieved person of the decision rendered, and such decision shall thereafter be binding upon the Association.
4. Forms for filing and processing grievances shall be the form agreed to be the parties and attached to this Agreement.
5. All decisions required by the formal procedure outlined above shall be in writing setting forth the decision and the reason therefore.
6. The aggrieved person(s) shall, during and notwithstanding the tendency of any grievance, continue to observe all assignments and applicable rules and regulations of the District until such grievance and any effect thereof shall have been fully determined.
7. The parties may utilize the services of a professional consultant at Levels One, Two, and Three of this procedure.

**Article 3  
AGENCY SERVICE FEE**

Pursuant to Section 12 of Chapter 150E of the Massachusetts General Laws, each member of the bargaining unit who elects not to be a member of the Massachusetts Nurses Association, (MNA) and WRNA shall be required, as a condition of employment, to pay an agency service fee. Such fee shall be proportionally commensurate with the cost of collective bargaining and contract administration. Such agency fee shall be payable beginning thirty (30) days after the commencement of employment in an amount certified by the Massachusetts Nurses Association. The WRNA agrees to hold harmless and to indemnify the District against any claims or suits arising out of application of this article.

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**Article 4  
PERSONNEL FILES**

All personnel files dealing with employees covered by this contract shall be housed at the office of the Superintendent. Under no circumstances should any type of personnel file be kept at any other location for any reason without the consent of both the nurse and the Association.

**A. Examination of Files:**

1. An employee shall be permitted to examine and photocopy all material in his/her personnel file at not cost to the employee. The employee may be accompanied by an Association member during this process.
2. Only members of the administration and clerical personnel in the Superintendent's office shall have access to the contents of any personnel file without the written consent of that employee.
3. All inquiries into an employee's personnel file shall be recorded as to the person and date of the inquiry. The employee shall have access to these records.

**B. Derogatory Material:**

No material, which in the opinion of the employee is derogatory, shall be placed in his/her personnel file unless the employee has had the opportunity to read the material and sign it with the following statement: "My signature indicates only that I have read the enclosed material and do not necessarily agree with its content."

**C. Right to Review:**

The employee shall have the right to review and respond to any material placed in his/her file with the responses attached to the material.

**Article 5  
JUST CAUSE**

Following a probationary period of three (3) years, no employee shall be disciplined, suspended, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Nurses, who have not acquired professional

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teacher status, may be dismissed and/or non renewed pursuant to MGL Chapter 71, Sections 41 and 42.

**Article 6  
PROVISIONS FOR THE WORK YEAR**

The work year shall be one hundred and eighty-three (183) days.

**Article 7  
PROVISIONS FOR THE WORK DAY**

The normal workday shall consist of seven (7) hours with provision made for a half-hour duty-free unpaid lunch period. The District reserves the right to assign a nurse a work day of up to eight (8) hours in special circumstances. Nurses must attend night meetings, without additional compensation, when required. The Superintendent shall communicate to the principals that nurses have a right to a 30 minute meal break and time to prepare health plans and paper work.

**Article 8  
PROTECTION**

Employees will immediately, but in no case later than one (1) day, report all cases of assault suffered by them in connection with their employment to the building principal. A copy of such report will be forwarded to the Central Office.

**Article 9  
SEPARABILITY AND SAVINGS**

If any provision of this Agreement shall be found to be contrary to law then said provision shall not be applicable or performed or enforced except to the extent permitted by law and substitute action shall be subject to administrative discretion and collective bargaining. All other provisions of the Agreement shall continue in effect.

**Article 10  
JURY DUTY PAY**

In accordance with Chapter 234A of the Massachusetts General Laws, any employee required to serve jury duty shall be paid the difference, if any, between his/her regular wages and the jury duty pay over and above the amount he/she receives for jury duty, exclusive of allowance for travel and meals.



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**Article 11  
NO STRIKE**

No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slow down, sick-out, picketing, sympathy strike, or other withholding of services from the District, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established. Neither the Association nor any of its officers, agents or members will call, institute, authorize, participate in, or sanction any such strike, work stoppage, slow down, sick-out, picketing, sympathy strike, or other withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, including upon termination of this Agreement.

Should any employee or any group of employees covered by this Agreement engage in any job action described in paragraph one of this Article, the Association shall forthwith disavow such activity and refuse to recognize any picket line established in connection therewith, and shall, at the request of the District, take all reasonable means to induce such employee or group of employees to terminate any such job action.

Violation of paragraph one or refusal to cross any picket line in the performance of duty shall be a violation of this Agreement and shall be just cause for disciplinary action against such employee and such other action as the District shall deem appropriate.

If there is any violation of this Article by the Association or employees, the District may, in addition to the remedies under Chapter 150E of the Massachusetts General Laws or this Agreement, file independently an action in the appropriate Court to enforce this Article.

**Article 12  
INSURANCE**

Health, Dental, Disability (Long Term), and Vision Insurance shall be provided by the District in conformance with the PEC Agreement.

**Article 13  
REDUCTION IN FORCE**

It is recognized that it is within the sole discretion of the District and the Superintendent to reduce staff, if necessary, because of a decrease in enrollment, a decrease in revenues or for any other reason sufficient under the General Laws of the Commonwealth. Any implementation of reduction in force not in accordance with these

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procedures may be subject to grievance, arbitration, or bargaining at the election of the Association. The reduction shall be accomplished as follows:

**A. Order of Reduction:**

1. Length of service shall be an employee's length of uninterrupted service as a registered nurse in the Wachusett Regional School District measured from his/her first scheduled workday. Length of service will be pro-rated for less than full-time employment. Service prior to Regionalization shall count.
2. Authorized leaves of absence shall not be considered interruption of service for the purpose of this article only.
3. In the event two or more nurses have equal length of service, then the Superintendent in making the determination, shall consider, but not be limited thereto, the following: professional growth (degrees), course preparation, and quality of professional service.
4. Reduction in force shall be determined by length of service, as defined in Sections 1 through 3 above, within certification as determined by the Massachusetts Department of Education.

**B. Notification:**

The Superintendent shall provide written notice to the Association and notification by certified mail at the address of record to the employee(s) to be affected by reduction in force, providing reasons therefore, as soon as reasonably possible prior to the start of the school year. It is the sole responsibility of the employee to keep the District informed of any changes in his/her address of record.

**C. Recall:**

1. Any reduced employee laid off pursuant to this article shall have the rights to any position for a period equal to the number of years of service to the District but not more than two years commencing from the date of notification. Such recalled employee shall be placed on the salary schedule at no lower level than he/she would have attained in the year following lay off and with continued seniority. Further, the recalled employee shall be granted any benefits he/she had accrued up to the point of his/her termination.

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2. Reduced employees shall be recalled in their inverse order of reduction.
3. The Superintendent shall notify, by certified mail to his/her last address of record, a reduced employee to be recalled. If a reduced employee fails to notify the Superintendent within fifteen (15) days from the date of the mailing of said notice, he/she shall forfeit all such recall rights. It is the sole responsibility of the reduced employee to keep the District informed of any change in his/her address of record.

**D. Attrition:**

To the extent possible and practical, normal attrition will be used to accomplish any reduction in force.

**Article 14  
TRANSFERS**

The District retains the discretion to transfer employees within the District.

**Article 15  
BULLETIN BOARDS**

Bulletin boards and announcements shall be posted in a conspicuous place in each building where employees enter or leave the premises or where there is access by all employees. Both parties to this Agreement may use the bulletin board for notices of a routine nature. Both parties agree that it would be improper to post denunciatory, inflammatory written material on such bulletin boards. Any material deemed to be denunciatory or inflammatory, in the discretion of the Principal, will be removed immediately.

**Article 16  
VACANCIES**

Whenever any vacancy in a bargaining unit position occurs, the vacancy will be publicized by notice on the bulletin boards. Positions will be posted internally for a minimum of seven (7) calendar days before being filled. The qualifications for the position and its duties shall be included in the posting. Bargaining unit members will be given first preference for interview. The District will interview at least three applicants from within the bargaining unit. In the event that there are fewer than three applicants from within the bargaining unit, all applicants will be interviewed. If the principal, in his/her sole discretion, does not select any of the candidates from within the bargaining

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unit, the position may be filled by a candidate who is not a member of the bargaining unit.

For bargaining unit members, at the end of the first year of the transfer position, either the bargaining unit employee or the principal, in their respective discretion, may require a transfer back to the previous year's position.

The provisions cited in this Article dealing with the principal's exercise of discretion shall not be subject to the grievance and arbitration procedures outlined in this Agreement.

**Article 17  
SICK LEAVE**

Each bargaining unit member shall earn sick leave at the rate of one and one-half (1.5) sick days per month up to fifteen (15) days in one year, such time to be cumulative to a maximum of 180 days.

The employer will inform, at the beginning of each school year, each employee the amount of unused sick leave he/she has accrued.

For illness of the teacher's immediate family, which necessitates the teacher's absence from school, up to ten (10) days per year may be charged to the teacher's personal sick leave.

A Sick Leave Bank will be established as follows:

- Any actively employed member of the bargaining unit covered by this agreement is eligible for membership in this sick bank. WRNA members will notify the Sick Bank Committee within sixty (60) days of ratification of the contract that they want to contribute to the sick bank.
- Any contributing member of this sick bank is eligible to receive benefits.
- Membership in this bank shall be voluntary. Each member shall make an initial non-returnable contribution of five (5) sick days. New members to the Association who chose to join the Sick Leave Bank will have the five days deducted at the beginning of their sixth year with the District.
- Any sick day contributions made to the bank will be permanently deducted from the Member's sick day total (i.e., a member who donates five (5) days would have a sick leave cap of one hundred seventy-five (175) days permanently).
- Any Sick Bank days shall be carried over to successive years.
- Sick Bank days may only be drawn after an applicant has exhausted all accumulated or accrued sick days.

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- Sick Bank days may only be granted for the applicant's extended disability resulting from illness and/or accident.
- The Sick Bank shall be administered by a Sick Bank Leave Committee consisting of five (5) WRNA members, designated by the President or his/her designee. Decisions by the Committee require a majority vote (3).
- Applications for benefits can be made by an active, contributing member of the Sick Bank. Applications must be in writing, and at least twenty (20) days prior to the point at which the employee's sick leave is exhausted. (For extenuating circumstances the twenty (20) day waiting period can be waived.) The application must be accompanied by a doctor's letter certifying the need for extended leave and estimating the number of days needed for recovery.
- The Sick Bank Leave Committee cannot act without a physician's statement.
- The grant of sick leave by the Sick Bank Leave Committee cannot exceed twenty (20) days; no more than twenty (20) days per school year shall be approved.
- The decision of the above Sick Bank Leave Committee shall be final and binding upon the members, the Committee, and the Association with respect to the administration of the sick leave bank and shall not be subject to grievance or arbitration.

**Article 18  
UNSALARIED LEAVES OF ABSENCE**

The employer may grant an unsalaried leave of absence to any employee covered by this Agreement. The employee must submit a written request to the Superintendent stating the reasons for the requested leave at least fourteen days prior to the starting date of the requested leave.

**Article 19  
OTHER LEAVES**

Each employee shall be entitled to up to three (3) days of personal leave, with prior approval of the Superintendent or designee, at full pay each year for the purposes of conducting personal 'business which must be conducted during regular school hours. A request must be made to the Superintendent or designee at least forty-eight (48) hours in advance of the day on which the leave is to be taken. Such request must include the reason for the leave. In cases of emergency, this requirement may be waived. At the end of each school year any remaining unused personal days shall be converted to unused sick days and added to the nurses' accrued sick time.

In the event of the death of a member of a Nurse's immediate family (e.g. husband, wife, parent, son, daughter, brother, brother-in-law, sister, sister-in-law, step child,

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grandparent or grandchild) or any relative residing within the nurse's household, the nurse shall be granted five (5) bereavement days at full pay, per event.

In the event of the death of an aunt, uncle, niece, or nephew, the nurse shall be granted one (1) bereavement day at full pay, per event.

**Article 20  
PARENTAL LEAVE**

A member of the bargaining unit who has completed three (3) or more months (90 calendar days) of continuous and unbroken service within the system shall be eligible for parental leave, as described in the sections below of this Article. The member of the bargaining unit must provide to the Superintendent or his/her designee written notice at least two (2) weeks in advance of the expected departure date and of the intention to return to employment in the system.

1. Parental Leave. Pursuant to the MGL, Chapter 149, Section 105D, each employee shall be entitled to up to eight (8) weeks of parental leave without pay for the purpose of giving birth or for the placement of a child under the age of 18, or 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt a child. If there are two employees employed by the District, they will only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or adoption of the same child.
  - a. Accumulated sick leave may be applied to those days during the maternity leave period for which the female's attending physician certifies that she is disabled and unable to work.
  - b. In cases of miscarriage or stillbirth, the employee may return earlier than originally intended by so notifying the Superintendent or his/her designee.

**Article 21  
MILITARY LEAVE**

As covered by applicable law, military leave will be granted employees to serve in any branch of the Armed Forces of the United States to perform temporary active duty with a unit of the United States Armed Forces or National Guard. Such employee will receive all benefits and rights permitted or required under law at the commencement of the employee's military duty.

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**Article 22  
PROFESSIONAL DEVELOPMENT**

If the Employer requires additional or special training of any member of the Association, the District will pay all associated costs of such training. If it is necessary for the nurse to attend such training after school hours, she/he shall be paid at the rate of \$30.00 per hour for all time spent in the training. If a nurse is in the role of instructor or co-instructor for trainings for other school employees after school hours, she/he shall be paid at the rate of \$40.00 per hour for all time spent in this role. Payment of all approved costs associated with continuing education shall be reimbursed by the Central Office and shall be evenly administered.

At the discretion of the District, the District will provide professional development opportunities which shall offer courses that will meet the licensing and/or certification needs of the nurses at no cost to the nurse. The District may meet this obligation through any combination of in-service programs, professional development programs, conferences, or other offerings by DESE approved Professional Development Providers or Nursing Contact Education Unit Providers. The District shall not be responsible for any failure of a nurse to maintain their license or certification. During the two (2) full professional development days designated within the school year there will be nursing programs provided by the District. Three nurses selected by the bargaining unit shall meet and confer with the Administration during the month of September regarding topics and resources for these programs. The nurses and/or administration shall then make the arrangements necessary with the providers of these programs.

The District shall provide educational programs specific to topics involved in school nursing.

All newly hired school nurses shall attend the first available "Introduction to School Nursing" and "Medication Delegation" workshops.

The District shall reimburse any and all school nurses upon their successful completion of the national Certification for School Nurse Test for costs associated with taking the test.

The District will provide, on an annual basis, \$2,500.00 for professional development for the nurses. This provision shall be in addition to existing provisions in the contract.

**Article 23  
UNIFORMS**

The District will purchase laboratory coats for bargaining unit members each year.

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**Article 24  
MANAGEMENT RIGHTS**

The Employer retains and reserves all regular and customary functions of management and all powers, rights, and duties it has under law, except as abridged, delegated, granted, or modified by this Agreement. Such rights will not be used for the purpose of discrimination against any employee whether or not a member of the Association. Nothing in this Agreement will prohibit the Employer from contracting for services outside of the bargaining unit. All the functions, powers, rights, and duties which the Employer has not specifically abridged, delegated, granted, or modified by this Agreement are recognized by the Association as being retained by the Employer.



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**Article 25  
SALARY**

Effective July 1, 2015, the present wage scale shall be increased by 2% across the board.

Effective July 1, 2016, the wage scale shall be increased by 1.5% across the board.

Effective January 1, 2017, the wage scale shall be increased by .5% across the board.

Nurses will advance a step on an annual basis.

	<b>Present</b>	<b>2% 7/1/2015</b>	<b>1.50% 7/1/2016</b>	<b>0.50% 1/1/2017</b>
1	\$48,853	\$ 49,830	\$ 50,578	\$ 50,830
2	\$50,685	\$ 51,699	\$ 52,474	\$ 52,737
3	\$52,586	\$ 53,638	\$ 54,442	\$ 54,714
4	\$54,558	\$ 55,649	\$ 56,484	\$ 56,766
5	\$56,603	\$ 57,735	\$ 58,601	\$ 58,894
6	\$58,726	\$ 59,901	\$ 60,799	\$ 61,103
7	\$60,928	\$ 62,147	\$ 63,079	\$ 63,394
8	\$63,584	\$ 64,856	\$ 65,829	\$ 66,158
9	\$65,584	\$ 66,896	\$ 67,899	\$ 68,239
10	\$68,043	\$ 69,404	\$ 70,445	\$ 70,797
11	\$70,595	\$ 72,007	\$ 73,087	\$ 73,452
*12	\$73,242	\$ 74,707	\$ 75,827	\$ 76,207
*13	\$75,989	\$ 77,509	\$ 78,671	\$ 79,065
*14	\$78,829	\$ 80,406	\$ 81,612	\$ 82,020

Any member of the bargaining unit that obtains a National Certification from the National Board for Certification of School Nurses (NBCSN) shall be entitled to an additional annual stipend of \$500. Proof of such National Certification shall be entitled

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to an additional annual stipend of \$500. Proof of such National Certification of School Nurses shall be submitted to the Office of the Superintendent and maintained in the member's personnel file. Any member, who obtains a National Certification during the course of a work year, shall receive a prorated stipend effective on the date when the Certification proof has been received and acknowledged by the District.

An annual stipend of \$5000 will be paid to the Nurse Coordinator.

**Article 26  
NURSE COORDINATOR**

The District agrees to add the following to the Nurse Coordinator job description: "The Nurse Coordinator shall have input into the hiring of all school nurses and for providing coverage when there is an absence." The Nurse Coordinator shall perform the duties included in the job description. The Nurse Coordinator shall assume responsibility for the school nurse evaluations and continue to meet the expectations and commitment to the health offices in the District.

The District also agrees to reduce the visits required by the Nurse Coordinator for each annual evaluation from 3 to 2 and provide coverage for four (4) additional days per year to allow the Nurse Coordinator to complete administrative tasks.

**Article 27  
RETIREMENT COMPENSATION**

A one-time longevity payment of \$1,000 will be paid to bargaining unit members at the time of retirement if the bargaining unit member submits his/her intent to retire by November 1<sup>st</sup> and agrees to remain employed by the District until the end of the school year in which he/she plans to retire.

1. An eligible unit member shall be defined as a person covered by this Agreement who has completed at least fifteen (15) years of service in the bargaining unit as of August 31<sup>st</sup> immediately following the completion of the school year which he/she intends to be his/her last year of service in the Wachusett Regional School District.
2. In order to receive this amount the nurse must complete the entire school year, not return for the next school year and retire in accordance with the rules and regulations of the MTRS within a reasonable time period.

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3. The lump sum amount of One Thousand Dollars (\$1,000), (less legally required tax withholding) shall be paid to the eligible member under this section. No individual shall be eligible, under any circumstances, to receive this payment more than once.

Procedure:

1. An applicant shall declare his/her intention to participate in this plan by submitting his/her written intention to retire to the Office of the Superintendent of Schools by November 1<sup>st</sup> of the school year in which he/she intends to be his/her last year of service in the Wachusett Regional Schools.
2. The applicant may revoke his/her intent to retire by submitting his/her revocation in writing to the Office of the Superintendent of Schools prior to June 1<sup>st</sup>. If not revoked, the notice of intent to retire shall become irrevocable on June 2<sup>nd</sup> and the applicant shall not have a right to return for the following or any succeeding school year. The Superintendent of Schools shall have the discretion to waive this restriction, if in his/her sole determination; it would be in the best interest of the District.
3. The retirement incentive shall be paid by the last payroll of the school year, which is the applicant's last year of service in the Wachusett Regional Schools. However, nurses who retire in accordance with this provision shall have the option of receiving the retirement incentive on the first payroll in January following their retirement.

**Article 28  
DURATION**

This Agreement shall become effective July 1, 2015 and shall continue in full force and effect until June 30, 2017. Thereafter, it shall automatically renew itself in one-year terms unless either party shall notify the other, in writing, of intention to negotiate a successor Agreement by October 1<sup>st</sup> of the year preceding termination. Following such notification, the parties shall meet and shall continue to make themselves available at convenient times and places for the purpose of negotiating a successor Agreement.

***Wachusett Regional School District  
and  
Massachusetts Nurses Association***

**Article 29  
MEDICATION DELEGATION**

All members of the bargaining unit agree to implement Medication Delegation pursuant to School Committee Policy, Department of Health Regulations, and District procedures, dated December 15, 1999, and established pursuant to such Policy and Regulations.

**Article 30  
UNION ACTIVITY**

The Chairperson and one other member of the bargaining unit shall be released from work without loss of pay for one day to attend the annual MNA Chair's Summit. The Chairperson shall inform the administration of the set date of this event and the name of the other attendee by January 31st of each year.

**Wachusett Regional School District  
and  
Massachusetts Nurses Association**


**Article 31  
COMPLETE AGREEMENT**

This contract represents the entire Agreement of the parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained therein.

IN WITNESS WHEREOF, we affix our signature this \_\_\_\_\_ day of \_\_\_\_\_ 2015.


**Massachusetts Nurses Association:**

**Wachusett Regional School District:**

  
\_\_\_\_\_  
Julie Pinkham Date  
Executive Director  
Massachusetts Nurses Association


  
\_\_\_\_\_  
Darryll McCall Date  
Superintendent  
Wachusett Regional School District

8/31/15

  
\_\_\_\_\_  
T. Edmund Burke, Esquire Date  
Associate Director  
Massachusetts Nurses Association

  
\_\_\_\_\_  
Lance Harris Date  
Chairperson  
Wachusett Regional School Committee

8/31/15

  
\_\_\_\_\_  
Christine Lawton Date  
Chairperson  
Wachusett Regional School/  
Massachusetts Nurses Association

8/28/15

***Wachusett Regional School District  
and  
Massachusetts Nurses Association***

**SIDE LETTER**

Substitute Pay:

The MNA will provide the District with comparable rates of pay for substitute nurses, which the District will use to review, adjusting the substitute rate.

**Wachusett Regional School District  
and  
Massachusetts Nurses Association**

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