



## **Agreement**

**Between**

**Worcester School Committee**

**and**

**Massachusetts Nurses Association  
for and on behalf of  
Worcester School Nurses**

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***July 1, 2016 – June 30, 2017  
and  
July 1, 2017 – June 30, 2020***

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## **WORCESTER SCHOOL NURSES 2016 - 2020**

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## **PREAMBLE**

In accordance with a Memorandum of Agreement between the Worcester Public Health Nurses Association/Massachusetts Nurses Association and the City of Worcester, which resulted from certain impact bargaining between them on June 11, 2002, all bargaining unit members who sat in the title of Public Health School Nurse were involuntarily transferred under the provisions of Mass. G.L. c. 31 from the Public Health and Code Department to the School Department. In accordance with the terms of the Memorandum of Agreement, two separate bargaining units were established, one for School Nurses and one for Public Health Nurses. Since the formation of the two separate bargaining units, the School Nurses, through the representation of the Massachusetts Nurses Association, have engaged in negotiations leading to successor contracts to that which was in effect for the period of July 1, 2000 through June 30, 2003 between the City of Worcester and the Worcester Public Health Nurses' Association. These successor contract periods were memorialized in the form of a Memorandum of Understanding between the Worcester School Committee and the Massachusetts Nurses Association, dated June 8, 2006, for the period from July 1, 2003 through June 30, 2005; a Memorandum of Understanding between the Worcester School Committee and the Massachusetts Nurses Association, dated May 29, 2008, for the period from July 1, 2005 through June 30, 2008; a Memorandum of Understanding between the Worcester School Committee and the Massachusetts Nurses Association, dated June 14, 2011, for the period from July 1, 2008 through June 30, 2010; and a Memorandum of Understanding between the Worcester School Committee and the Massachusetts Nurses Association, dated June 14, 2011, for the period from July 1, 2010 through June 30, 2013. The collective bargaining agreement for the period of July 1, 2010 through June 30, 2013 is the first fully-integrated collective bargaining agreement between the Worcester School Committee and the Massachusetts Nurses Association for and on behalf of the Worcester School Nurses. In the event that the Parties find it necessary to determine the terms of the Parties' agreements prior to the printing of the collective bargaining agreement for the period of July 1, 2010 through June 30, 2013, they will refer to the relevant Memoranda of Understanding referenced in this Preamble.

## **Article 1 – Agreement**

This Agreement is made and entered into at Worcester, Massachusetts pursuant to the provisions to General Laws, Chapter 150E, as amended, by and between the Worcester School Committee, hereinafter referred to as "the School Committee" and the Massachusetts Nurses Association representing the Worcester School Nurses hereinafter referred to as the "Association".

It is mutually agreed that both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which

exists between them and to enter into a complete Agreement covering rates of pay, hours of work and conditions of employment.

It is intended that the following Agreement shall be an implementation of the provisions of the Massachusetts Statutes, and consistent with that legislative authority which devolves upon the School Committee, and insofar as applicable, the rules and regulations relating to or promulgated by the Civil Service commission or the Retirement Board.

It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations, or responsibilities of any department or agency of the City of Worcester government including the School Committee which are expressly provided for by State Statute, City Charter, or ordinances of the City of Worcester except as expressly limited herein.

## **Article 2 – Recognition**

The Worcester School Committee recognizes the Massachusetts Nurses Association as the exclusive bargaining representative for all school nurses and nurse supervisors employed by the Worcester School Committee.

## **Article 2A – Workday and Work Year**

Effective July 1, 2006 non-supervisory school nurses work year shall consist of 180 days, plus one day preceding the opening of school and two staff development days for a total of 183 days.

Effective July 1, 2004, supervisory school nurses work year shall consist of 220 days.

Current scheduling in the schools will remain unchanged, unless school opening and closing time require minor adjustments.

Individuals in the position of School Nurse shall all be considered to be full time employees of the School Committee, and except as provided elsewhere in this Agreement, shall be eligible for all benefits otherwise offered by the School Committee to full time employees.

Except when unusual circumstances exist, the work day of school nurses will begin ten (10) minutes before the starting time for students. Said starting time is subject to modification by the Committee, provided, however, that no such modification will increase the length of the nurse's work day. Each nurse shall remain on duty after the close of school for a period of time which he/she finds, or the principal instructs him/her, is necessary to take care of details usually connected with the closing of the daily session (including brief consultation with pupils or staff). The parties to this

contract agree that fifteen (15) minutes may, on occasion, be insufficient to perform such professional duties as meeting with the Principal upon request; meeting with parents or pupils who wish assistance or advice; and handling emergency situations beyond the control of school officials. On such occasions, the fifteen (15) minute limit does not apply. In addition, nurses will be required to be present after school each month for one departmental meeting lasting up to one hundred twenty (120) minutes, for related professional activities, in-service training or other activities deemed necessary by the Nursing Coordinator. Nurses may also be required to attend a building faculty meeting each month, which time shall be deducted from the total of one hundred twenty (120) minutes per month referenced herein. Nurses shall have a thirty (30) minute lunch break during the workday. Nurses not engaged in the provision of nursing services shall be free to leave the building provided that the principal gives his/her permission and the nurse indicates his/her time of departure and return.

School Nurse Supervisors will remain on a flexible schedule, their hours to be 7:30am to 3:30pm, unless otherwise dictated by the needs of the Department.

The School Committee agrees to provide assignments that allocate work load on an equitable basis.

School nurses will be required to attend Know Your School Night as part of their contractual obligations.

### **Preparation Time:**

The Committee will endeavor to provide school nurses with a one-half hour period of uninterrupted time during the course of each workday during which period of time the school nurse will perform some of the administrative and clerical duties required. Such duties may include, but not be limited to, charting, care plans, 504 plans, parent/community resource, telephone calls, guidance, and work connected with special education services. This one-half hour period shall be scheduled in consultation with the school principal and shall not interfere with the school nurse's provision of nursing care to students, including distribution of medications. It is understood that despite the diligent efforts of the Committee and its administrative representatives it will not always be possible to provide this one-half hour of uninterrupted time on each workday. School principals will be expected to use reasonable efforts to provide this period every day and will communicate with building personnel that where possible, this time is to be uninterrupted. Nothing in this Article shall be construed as limiting in any way the opportunity for students to seek and receive emergency nursing care when necessary.

### **Article 3 – Check Off**

The School Committee shall deduct regular periodic Association dues each month from the first paycheck of each employee who individually and voluntarily certifies in writing for such deductions. The Association agrees to indemnify and to hold the School Committee harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Association dues from an employee's pay. The Association assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Association. The voluntary authorization for the deduction specified therein shall be as follows:

\_\_\_\_\_  
Department

\_\_\_\_\_  
Date

To School Committee

### **Payroll Deduction Authorization**

I hereby authorize and direct the Worcester School Committee to deduct from any earnings accumulated to my credit, any monthly membership dues charged against me by the Massachusetts Nurses Association upon presentation and formal demand, or the current monthly amount thereof by the proper authorities (treasurer) of that organization, agreeing that the said Worcester School Committee, its officers or agents, shall be saved harmless for such deductions made under these circumstances as provided by G.L. C. 180, &17A.

It is understood that I reserve the right to withdraw this authorization by giving at least sixty (60) days' notice to the City of Worcester's Treasurer's Office, and by filing a copy of such notice of withdrawal of authority for such payroll deductions with the Treasurer of said Association.

\_\_\_\_\_  
Signature

### **Article 4 – Agency Service Fee**

1. Effective the ninetieth day following the beginning of employment, each employee of the bargaining unit who is not a member of the Association in good standing shall be required, as a condition of employment, to pay a monthly agency fee during the life of this agreement to the Association in an amount equal to the monthly dues.

2. The Association agrees to indemnify and save the School Committee harmless against all claims, suits or other forms of liability arising out of the deductions of such agency service fee from an employee's pay or out of application of this article. The Association agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Association, who shall provide such information to the City Treasurer as may be required by said City Treasurer under G.L.c.180 Section 17G.
3. This article shall not apply to any employee who has authorized the School Committee to deduct Association dues under Article 3 of this Agreement.
4. No action by the School Committee shall be considered against any employee of the Association for failure to meet his agency service fee obligations unless and until the Association certifies in writing to the School Committee that said employee has not met the obligations imposed by this article.
5. It is understood by the School Committee and the Association that deduction of the agency service fee shall be made by the School Committee through its Treasurer only during the existence of an executed agreement between the School Committee and the Association.
6. In proceeding under this article before the appointing authority or his designated representative, the School Committee and the Association will share the cost to a maximum of \$25 each per half day per hearing officer, in the event that the School Committee contracts for a hearing officer's services.

## **Article 5 – Management Rights**

In the interpretation of this Agreement, the School Committee shall not be deemed to have been limited in any way in the exercise of the regular and customary functions of Municipal Management, or governmental authority and shall be deemed to have retained and reserved unto itself all the powers, authority and prerogatives of Municipal Management or governmental authority including, but not limited to the following examples: the operation and direction of the affairs of the departments in all of their various aspects; the determination of the level of services to be provided; the direction, control, supervision and evaluation of the employees; the determination of employee classifications, the determination and interpretation of job descriptions but not including substantive changes; the planning, determination, direction and control of all the operations in whole or in part; the institution of technological changes or the revising of processes, systems or equipment, the alternation, addition or elimination of existing methods, equipment facilities or programs; the determination of the methods, means, location, organization, number and training of personnel of the department, or its units or programs, the assignment and transfer of employees; the scheduling and enforcement of working hours; the assignment of overtime; the determination of



whether employees (if any) in a classification are to be called in for work at times other than their regularly scheduled hours and the determination of the classification to be so called; the determination of whether goods or services should be made, leased, contracted or purchased on either a temporary or a permanent basis, excepting that if the City is to contract out any services currently performed by public health nurses, the City will not violate Civil Service law and regulations and will not lay off any public health nurses as a result thereof to effectuate any such contract; the hiring, appointment, promotion, demotion, suspension, discipline, discharge or relief of employees due to lack of funds or of work, or the incapacity to perform duties or for any other reason; the making, implementation, amendment, and enforcement of such rules, regulations, operating and administrative policies and procedures as the School Committee deems necessary to accomplish its purpose; and the power to make an appropriation of funds.

Nothing in this article shall be interpreted or deemed to limit or deny any right of management provided the School Committee by law.

## **Article 6 – No Strike**

1. It is understood and agreed that the services performed by School Committee employees who are subject to this agreement are essential to the public health, safety and welfare. Therefore, the Association and the employees that it represents agree that the Association or its agents will not authorize, instigate, aid, condone, or cause any strike, sympathy strike, work stoppage, work slow-down, withholding of overtime services, refusal to perform in whole or in part any of the duties of employment however established, work-to-rule, refusal to cross any picket line in the performance of the duties of employment or in traveling to or from the job sites, "sick out," or any other "job action" of any kind.
2. No employee shall engage in or authorize, instigate, aid, condone, cause any strike, sympathy strike, work stoppage, work slow-down, withholding of overtime services, refusal to perform in whole or in part the duties of employment however established, work-to-rule, refusal to cross any picket line in the performance of the duties of employment or in traveling to or from the job sites, "sick out", or any other "Job action" of any kind.
3. In the event of violation of the article, the Association and its agents agree to take positive, affirmative steps with the employees concerned, including holding employee meetings, to bring about immediate resumption of work. Should there be a violation of this section there shall be no discussions or negotiations regarding the differences or disputes during the existence of such violation or before work has been resumed.
4. Violation of this article by any employee shall be just cause for disciplinary action, up to and including discharge.

5. (a) The Association agrees that, in the event of a violation of any provision of this article, the School Committee may file a complaint for enforcement of this article, and for such other relief as the School Committee deems necessary and proper, in any court of competent jurisdiction in the Commonwealth.

(b) Filing of such a complaint shall not limit or extinguish the School Committee's right to pursue any remedy available to it pursuant to M.G.L.C. 150E or under this contract.

## **Article 7 – Grievance Procedure**

1. A grievance is hereby defined to mean a complaint by a nurse relating to a matter of wages, hours and other conditions of employment insofar as said matter is a specific violation of an expressed provision of this contract.

2. No member of the bargaining unit shall be disciplined or discharged without just cause. In the event a member of the bargaining unit is disciplined or discharged, the employee shall have the right to file a grievance and the Association shall have the right to arbitrate a grievance challenging the action in accordance with the grievance and arbitration procedure set forth below.

3. Employees who have been suspended or discharged pursuant to a hearing under C. 31, and who choose to grieve their suspension or discharge, have no right to appeal to the Civil Service Commission. Such grievances shall be initiated at the Superintendent level and shall be filed within five (5) working days of the imposition of the suspension or discharge.

4. An aggrieved party must institute proceedings herein under within 10 working days of the event or events giving rise to the grievance or within 10 working days from the date the aggrieved party had knowledge, or reasonably should have had knowledge, of the event or events giving rise to the grievance.

5. **INFORMAL STEP:** A Registered Nurse with a grievance shall present it in person to his/her nursing supervisor. The supervisor shall make a determination within five working days of the date of the meeting.

6. **STEP ONE-COORDINATOR OF NURSES:** In the event that the grievance has not been disposed of to the satisfaction of the nurse at the level of supervisor, the nurse may reduce the grievance to writing and submit to the Coordinator of Nurses within five working days of the date of the informal decision or within 10 working days of the submission of the grievance if no decision is issued. The Coordinator of Nurses shall have five working days to issue a written decision.

7. **STEP TWO-HUMAN RESOURCE MANAGER:** If the grievance has not been resolved to the satisfaction of the aggrieved nurse at the above step she may submit the grievance to the Human Resources Manager or designee within five working days of receipt of the step one decision or within ten working days of the step one submission if no decision is issued. The Human Resource Manager shall meet with the aggrieved nurse and the Association within five working days. The Human Resource Manager shall have five working days to issue a written decision.

8. **STEP THREE-SUPERINTENDENT:** In the event the grievance has not been resolved to the satisfaction of the aggrieved nurse at the above step she may submit the grievance to the Superintendent within five working days of the receipt of the step two decision or within ten working days of the meeting with the Human Resource Manager if no decision is issued. The Superintendent shall meet within five working days thereafter, with the aggrieved person and the Association. The Superintendent shall issue a written decision within five working days of that meeting.

9. **STEP FOUR-ARBITRATION:** In the event that the nurse or the Association alleging a grievance is not satisfied with the decision of the Superintendent, the Association may file a demand with the American Arbitration Association. This demand shall be filed within thirty calendar days of the MNA's receipt of the Superintendent's written decision. Said request shall be processed and heard pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. Should the unresolved grievance be presented to the Arbitrator, the decision of the Arbitrator shall be final and binding on both the School Committee and the Association.

10. Failure at any level of this procedure of the nurse to appeal the grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision at that level.

11. A grievance that affects a group of nurses, or is of a general nature, may be commenced by the Association by submitting it in writing to the Superintendent.

12. The function of the arbitrator shall be to determine whether a specific violation of an express provision of the contract has occurred. The arbitrator shall be without authority to make any decision which violates or which would alter, add to, detract from, or modify the terms of the Agreement.

13. Each party shall bear the expense arising from the preparation and presentation of its own case. The fees and expenses, if any, of the arbitrator and the AAA shall be shared equally by the Association and the School Committee.

14. Monetary awards as a result of a continuing violation will not be retroactive beyond sixty (60) days of the date of the specific violation used as the basis of the grievance brought to arbitration.

15. General Provision: Except for arbitration, the grievant shall have the right to use in his/her presentation of any level of the grievance procedure representation of his/her choosing but not normally to exceed one Local representative.

Documents in a personnel file which are the basis for the grievance shall only be removed from said file in the event that a contention by a grievant that such documents shall not be placed therein shall be agreed to by the School Committee or its designee, or by an arbitrator's award substantiating the contention of the grievant.

For a hearing before an arbitrator the employee and necessary witnesses shall be excused from duty and he/she shall receive his/her regular pay for those hours.

Any matter under the jurisdiction of the Civil Service Commission or the Worcester Retirement Board, any matter involving the purported exercise of management rights (Article 5 of this contract), supervisory orders of any matter reserved to the discretion of the committee by the terms of this agreement, shall not be subject to this grievance procedure nor construed as being grievable. Matters filed before the Equal Employment Opportunity Commission or the Massachusetts Commission against Discrimination shall be subject to this grievance procedure but shall not be arbitrated.

**Article 8 – Wages and Salary Scales.** The salary Scales applicable to School Nurses and Nurse Supervisors shall be increased as follows:

- a. One Percent (1%) effective retroactive to June 30, 2017;
- b. One Percent (1%) effective on first day of 2017/2018 school year;
- c. One Percent (1%) effective on 92nd day of 2017/2018 school year;
- d. One Percent (1%) effective on first day of 2018/2019 school year;
- e. One Percent (1%) effective on 92nd day of 2018/2019 school year; and
- f. Two Percent (2%) effective on first day of 2019/2020 school year.

See attached Salary Scale reflecting these increases.

Effective July 1, 2017, nurses who achieve National Board Certification and who would not otherwise be eligible for movement to the B + 15 salary column for any period when they are so certified.

## **Longevity Payments:**

Longevity payments will be paid to nurses as follows:

Effective July 1, 2015:

After 10 years	\$1,100.00;
After 15 years	\$1,600.00;
After 20 years	\$2,100.00;
After 25 years	\$2,600.00; and
After 30 years	\$3,100.00

In order to be eligible for longevity, the nurse must have served more than 10 years as a nurse employed by the Worcester Public Schools. Once a nurse has served as a nurse for more than ten years with the Worcester Public Schools, any other service as an employee of the City of Worcester may be counted towards qualifying for other longevity increments. Payment will be made in 26 installments during the contract year.

**SALARY SCALE RECONFIGURATION.** In recognition of the alignment of the nurses' workday with that of the teachers, the Parties have agreed, effective on the 92<sup>nd</sup> day of the 2015/2016 School Year, to reconfigure the salary scale for "School Nurses" as reflected in the attached Salary Scale. School Nurses shall remain on their same salary step subsequent to the reconfiguration of the salary schedule as described herein, but shall move steps thereafter on their anniversary dates. No bargaining unit member shall be allowed to move to any of the newly established salary columns (i.e., B+15, M+15, Doctorate) during the term of this collective bargaining agreement (July 1, 2013 – June 30, 2016). However to the extent qualified, a nurse may move to the already existing Masters Column if qualified and in accordance with Article 8. Effective with the start of the next academic semester following ratification of the Memorandum of Agreement on October 16, 2014, nurses will be required to get pre approval for courses related to column advancement so that when they are eligible (and after 6/30/16) they will advance. Nurses who prior to the existence of these columns (and the requirement to get pre-approval) and after July 1, 2011 have taken courses that might otherwise qualify them for educational column movement, may seek approval after the fact provided the courses meet the criteria set out for all such coursework, although any such approval will not result in a move to the newly established salary columns during the term of this collective bargaining agreement (July 1, 2013 – June 30, 2016).

In order to qualify for placement on the B+15, M+15 and Doctorate Columns, the 15 credits or doctoral degree must be obtained in the area of nursing or public health or a degree program meeting the Department of Elementary and Secondary Education Certification requirements for school nurses, such courses to be approved by the Coordinator of Nurses, and filed with the Human Resources Department. In exceptional

cases, courses not in the areas specified herein may be accepted if designated and/or approved by the Superintendent.

Effective on the last day of this contract on June 30, 2016, the following language shall become effective and shall govern the manner in which nurses shall be credited for educational column movement thereafter. "Nurses completing the course requirements for all levels of training above the Bachelor's Degree shall move to the new educational columns as follows:

1. For courses completed in the Fall Semester, movement will be effective on the following February 1<sup>st</sup>.
2. For courses completed in the Spring Semester and Summer Session, movement will be effective on the following September 1<sup>st</sup>."

In addition, the following sentence from Article 8, Master's Degree shall expire and no longer be effective on the last day of the contract on June 30, 2016: "Placement on the salary schedule will be based upon the date the degree was received."

Effective on July 1, 2017, qualification for placement on the M + 15 column can be based upon related field courses if approved by the Nursing Coordinator, at her sole discretion.

#### **Retroactive Payments:**

1. For the July 1, 2010 through June 30, 2013 collective bargaining agreement: In order to be eligible for retroactive payment under this Paragraph, an employee must be in an employed status on the date the Association ratifies this Agreement. However, persons who have retired between July 1, 2010 and the date of ratification shall be deemed to be in an employed status for their period of service. Employed status shall include employees on approved unpaid leave, as well as paid leaves of absence. Those receiving retroactive payment shall only receive such payment for those periods in a paid status.

#### **Alternative and Comprehensive School Nurses:**

Effective on the first day of the 2011/2012 school year, nurses assigned to Alternative and Comprehensive Schools shall be paid an additional stipend of ten percent (10%) of the Bachelors Column, Step 1 with a cap of \$4,000.00 per school year. Effective July 1, 2017, delete the cap of \$4,000.00.

#### **Stretch Pay:**

Bargaining unit members who are assigned to School Nurse positions will be paid in 26 equal installments during the contract year, said payment schedule to be worked in cooperation with the Worcester School Payroll division. Procedures for lump sum

payments for summer pay shall be worked out by this same department, should a nurse choose this option. Nurses who leave mid-year shall receive the proportion of their salary as the number of days of actual services, plus any other benefits to which they are entitled under this Agreement. See Appendix 1

The parties agree that pay day shall be on Friday for all members of the bargaining unit.

Any new nurse hired into a School Nurse position who is currently certified shall be hired at Step 3. If the nurse is not certified but becomes certified prior to the anniversary that would move the nurse to Step 3, s/he shall be placed on Step 3 as of the date of certification.

In the event of termination, for any cause, of a nurse's service at the end of a school year, the annual salary provided in such nurse's contract shall be deemed fully earned if the nurse has served the entire school year. Installments of salary payable in July and August shall be made to such nurse, who has earned the salary, as in the case of nurses remaining in the service. In the case of the death of a nurse during the school year, the Committee shall pay all unpaid monies due as soon as practicable after the estate is established.

#### **Initial Step Placement:**

- A. Upon initial employment in the Worcester Public School System, licensed registered professional nurses as defined and required by the Department of Education will receive full credit for every one year of full time public school nursing experience; a nurse shall receive one step up to a maximum of step 5. Nurses who upon initial employment are not DOE certified will be placed at Step 1 and will be credited with "other" RN experience upon receipt of their DOE certificate. At that time, all time as described in this paragraph will be credited. Public school nursing experience shall be combined with "other" registered nursing experience. For other nursing experience the following scale will be utilized:

0-4 Years	1 Step
5-8 Years	2 Steps
9-12 Years	3 Steps
13 Years or more	4 Steps

The maximum step that a registered nurse shall be hired at will not exceed step 5. This step will be the highest allowed for by combining both public school nursing experience and other nursing experience, meaning all nursing experience.

- B. In the case of nurses who return to the employ of the Worcester Public Schools within one year from the date they left, they will be placed on the same step of the salary schedule which they left.

It is expressly agreed by the Parties that this language is applicable prospectively to any nurses hired on or after July 1, 2011. It shall not affect the step placement of any nurses hired prior to that date.

**Direct Deposit:**

All employees shall be required to utilize direct deposit in connection with the payment of all salaries and other compensation. The School Committee and/or the City shall not be required to mail paystubs or advice of deposit, but shall distribute same in a secure manner through interoffice mail and distribution or through the employee portal. In the event that an employee does not have a bank account in which to deposit his or her salary and other compensation, that employee shall be required to pick-up his or her paycheck at the Payroll Office at the Durkin Administration Building or such other location as is designated by the School Committee and/or the City.

**Article 9 – Overtime Pay-Computation, Recall and Assignment**

1. Each employee shall be paid overtime at the rate of one and one-half (1 ½) times his/her regular rate of pay for working in excess of eight (8) hours in one day or forty (40) hours in one week.
2. In computing the first forty (40) hours of actual work by any employee in any one week for the purposes of paying overtime compensation for time worked in excess of forty (40) hours, paid holiday leave not in excess of eight (8) hours in any one week shall be regarded as hours actually worked. Paid vacation leave, paid professional leave, and paid compassionate leave shall also be regarded as hours actually worked for purposes of paying overtime compensation for work in excess of forty (40) hours in said week.
3. In accordance with the overtime rules and regulations, any employee recalled to duty shall be credited with not less than four (4) hours of such recalled duty.
4. Overtime assignments shall be posted and awarded on an equal opportunity basis in accordance with seniority. There shall be no requirement to equalize overtime hours. However, when overtime service is necessary on a particular job at the end of the work day, the overtime opportunity may be given to the employee doing that particular job that day.

In addition, when overtime service is necessary for a particular school, facility or clinic, the overtime opportunity shall be offered first to the employee who is originally assigned to the particular school, facility or clinic.



## **Article 10 – Health Insurance**

1. The City shall make available group health insurance to all bargaining unit employees, as procured pursuant to G.L. c. 32B, and subject to applicable statutory provisions governing the procedure for determining plan options and plan design. The City shall contribute 75% of the premium or cost of all plans offered and the subscriber shall pay the remaining 25%, except in the case of employees who participate in an indemnity plan, in which case the City will contribute 60% of the premium and the employee will contribute 40%.
2. The City of Worcester shall increase the amount of its basic life insurance plan from \$2,000 to \$5,000 effective November 1, 1988.
3. Within its open enrollment periods, the City agrees to offer all employees of the bargaining unit the opportunity to participate in the City's so-called Cafeteria Plan under the provisions of the Internal Revenue Code Section 125.
4. Whereas, it is in the best interest of the employee and the employer/School Committee to obtain health insurance at the lowest possible cost the City may, upon 60 days' notice to the Association, substitute another major medical insurance carrier for Blue Cross/Blue Shield, whenever a determination has been made by the City/School Committee that it is able to obtain health insurance coverage equivalent to that presently provided by Blue Cross/Blue Shield at lower cost from another provider. Said determination as to equivalent coverage is subject to the grievance and arbitration procedure.
5. Pursuant to the provisions of Chapter 32B, the City/School Committee may, at any time during the life of agreement, approach the Association regarding collective bargaining to increase the number of health insurance providers by offering additional health plans to members of the bargaining unit. Any new plans will be additions to the insurance plans presently and will not be substitutions for the present plans.
- 5a. Pursuant to the provisions of Chapter 32B, the Committee may at any time during the life of this agreement approach the Association for collective bargaining on the issue of health insurance. The Association agrees to honor any such request.
6. Effective June 30, 1997, new members of the bargaining unit will be subject to double deductions for health insurance for the first month of employment. This is to cover the cost of health insurance premiums which are paid one month in advance by the City.
7. It is understood and agreed, as an exception to any savings clause or similar language which may be contained in the collective bargaining agreement between the Parties, that if any portion of the health insurance changes set forth in this Article 10,

including those effective during the term of this Agreement and those historic changes described in the Memorandum of Understanding, dated May 29, 2008, for the period of July 1, 2005 through June 30, 2008, and the Memorandum of Understanding, dated June 14, 2011, for the period of July 1, 2008 through June 30, 2010, and the Memorandum of Understanding for the period of July 1, 2010 through June 30, 2013, and the Memorandum of Understanding for the period of July 1, 2013 through June 30, 2016, and the Memorandum of Understanding for the period of July 1, 2016 through June 30, 2017 and July 1, 2017 through June 30, 2020, which are and were essential components of the Parties' contract settlements, are held invalid by a tribunal of competent jurisdiction, or if compliance or enforcement of any such provisions is in any way restrained, then the City/School Committee shall be relieved of the obligation to pay or to continue to pay those benefits agreed to and conferred by the City/School Committee in exchange for the union's agreement to such health insurance changes. In the event that a final judgment is rendered and not appealed or is not further appealable which declares such provisions valid or removes any restraint on their enforcement, then the City/School Committee shall continue to pay or resume paying the benefits agreed to and conferred by the City/School Committee in exchange for the union's agreement to such health insurance changes, to the extent otherwise continuing to be applicable. In determining which benefits were conferred in exchange for which design and contribution changes and in order to define for the Parties both the intent of the parties with respect to the enforcement of this language and the manner, scope and terms of the enforcement, the Parties will refer to the applicable terms of the Memoranda of Agreement for the periods of July 1, 2005 through June 30, 2008; and July 1, 2008 through June 30, 2010; and July 1, 2010 through June 30, 2013; and July 1, 2013 through June 30, 2016; and July 1, 2016 through June 30, 2017 and July 1, 2017 through June 30, 2020, which applicable terms of the Memoranda of Agreement are incorporated by reference for the purposes of enforcing this Paragraph.

The MNA will not initiate, pursue or finance any challenge to the health insurance changes negotiated in this contract. This language shall not preclude a representative of the MNA from complying with a lawfully issued subpoena so long as the representative did not initiate or bring about the issuance of the subpoena.

The Union agrees the City can make the following changes in the City's Health Insurance without any further bargaining by the City or the School Dept., with the Union as follows:

- (a) Health insurance deductibles for all plans to be increased from \$250/\$750 to \$500/\$1,000 effective July 1, 2017.
- (b) Effective October 15, 2017, or as soon as practicable thereafter, prescription drug co-pays and coverage changes for all plans as follows:
  - (i) To increase the 2<sup>nd</sup> tier of prescription co-pays from \$25 to \$30;
  - (ii) To increase the 3<sup>rd</sup> tier of prescription co-pays from \$45 to \$60;

- (iii) To require mandatory mail order refills on all maintenance prescriptions.
- (c) Effective October 15, 2017, or as soon as practicable thereafter, increase the co-pays for PCP office visits for all tiers by \$5.00.
- (d) Effective October 15, 2017, or as soon as practicable thereafter, increase the co-pays for specialist office visits up to a maximum not to exceed \$50.00.
- (e) Effective October 14, 2017, or as soon as practicable thereafter, increase the ER co-pay to \$150.00 per visit.
- (f) Effective October 15, 2017, or as soon as practicable thereafter, increase Inpatient Hospital co-pay to a maximum not to exceed \$1,000.00 for each plan.
- (g) Effective October 15, 2017, or as soon as practicable thereafter, increase the Outpatient Hospital co-pay to a maximum of \$750.00 for each plan.

The Union further agrees that the City Health Insurance Authority shall be authorized to take such other action as may be necessary to carry out the above changes.

See attached Health Plan Benefit Summary for information purposes (i.e. New Plan – New Settled Benefit Summary – [C]).

#### **Article 11 – Uniform Allowance**

Upon the request of a Nurse, the School Committee shall provide two lab coats per year. School Nurses and Supervisors shall wear appropriate professional attire.

#### **Article 12 – Mileage**

The Union agrees to be bound by and abide by the City of Worcester's Travel Rules and Regulations as they were amended on December 25, 2000 by the City Manager and as they are from time to time amended.

#### **Article 13 – Sick Leave**

1. All nurses covered by this agreement during their first year of service and each year thereafter shall earn 15 sick leave days per year, which may be accumulated and used in accordance with the foregoing provisions. Such time shall be credited to the nurses on the first day of school. A nurse hired after the first day of school shall receive a pro-rated portion of her/his yearly sick leave. Any such earned sick leave not used shall accumulate, not to exceed two hundred (200) days.
2. Sick leave credits will be earned while on sick leave status.
3. Any member of the Association who is eligible to retire under the provisions of Chapter 32 of the General Laws and who has completed ten (10) years of service with

the City/School Committee for purposes of retirement, or who is over the minimum age to retire for superannuation under Chapter 32 of the General Laws may, during the last year of his service with the City/School Committee, request his department head to convert his earned sick leave credit in excess of one hundred days (100) to administrative leave to a maximum of thirty (30) days. The department head, upon request, shall convert such credit to administrative leave to a maximum of thirty (30) days and shall grant such leave to the employee during his last year of service with the City/School Committee in accordance with the needs of the City/School Committee as determined by the department head. This benefit shall be grandfathered for all bargaining unit members at the time of ratification (June 14, 2006).

Bargaining unit members hired after June 14, 2006 and serving in a Worcester Public School system for a minimum of 20 years, inclusive of approved Leaves of Absences, shall upon termination, except for dismissal for just cause, receive compensation for unused accumulated sick leave at the rate of ten dollars (\$10.00) per day for the first 165 days, and twenty-five dollars (\$25.00) per day for any days accumulated beyond 165 days so long as the average annual sick leave absences do not exceed the average of the average nurse over a seven (7) year period. The maximum entitlement under this section is two thousand five hundred and twenty-five dollars (\$2525.00) which shall be included in the employee's final paycheck and recorded as part of the annual salary for the final years' service. In the event of any employee's death while in the service of the Worcester Public Schools, the compensation as outlined above shall be paid to the estate of the deceased employee provided the employee would have otherwise been qualified for the benefit.

4. No employee shall engage in any business, trade, outside employment, or professional for those hours the employee was regularly scheduled to work for the School Committee. Any employee so engaged shall not be entitled to sick leave pay from the Worcester School Committee.

5. If, prior to the first day of an extended illness, an employee with ten (10) years of service has been credited with 70 days of earned, accumulated sick leave, then upon the exhaustion of the 70 days plus days accrued while on sick leave status and all other paid leaves, the employee shall be compensated at fifty (50%) percent of his her regular weekly salary or wage until the first anniversary date of the extended illness. Employees with five (5) years of service and thirty-five (35) days of accumulated sick leave prior to the first day of an extended illness shall receive 50% of their regular weekly salary or wage for six months after the date the illness began, provided, however, that all other paid leaves have been exhausted. Eligible employees regularly scheduled to perform less than forty hours of work shall receive weekly 50% of the amount averaged in weekly earnings\* for the one year period immediately preceding the illness. This section shall be grandfathered for all bargaining unit members effective upon ratification (June 14, 2006).

6. No new employee appointed after July 1, 1981, will be permitted to use any sick leave until he or she has worked in the services of the School Committee six (6) months in the aggregate, exclusive of overtime, provided, however, sick leave credit shall be accumulated during this time, and upon completion of this time, all earned sick leave will be available to the employee for use prospectively.

7. Sick leave may be utilized by an employee enrolled in an approved alcoholism program, provided the employee remains in the program until officially released.

8. Sick leave may not be utilized for inclement weather unless the employee is actually unable to work because of illness or injury.

9. Sick leave may be utilized for doctor's appointments; however, for such appointments, a minimum of one-half of a sick day must be utilized.

10. School nurses may use up to a maximum of ten (10) sick days per year to attend to the illness of a spouse, child or parent.

11. The sick leave entitlement program described below shall be eliminated except as to those employees hired on or before June 14, 2006:

For School Nurse supervisors there are hereby established four incentive periods in each contract year – July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30. A School Nurse supervisor who does not use any sick leave, nor is on unpaid leave of absence during any incentive period defined above, shall be eligible to take a day off with pay during the immediately following incentive period. This "incentive" day shall be taken in whole day increments and shall not be accumulated to succeeding incentive periods. Use of paid leaves such as vacation days, personal days, professional days and compassionate leaves, does not disqualify a member from earning an incentive day.

School Nurses shall have three (3) incentive periods during each contract year; Beginning of work year to November 30; December 1 to February 28; March 1 to end of work year. Incentive days shall be earned and used in accordance with the preceding paragraph.

12. All nurses will be informed, in writing, of their total number of sick days by way of a notification generated on September 1<sup>st</sup> of each year, and upon request.

13. Absence Compensated Under G.L. Chapter 152: Persons allowed sick leave by this Section of the Rules shall not receive sick leave payment for any injury, accident or illness for which compensation is payable under the provisions of G.L. Chapter 152, except that such person having accrued sick leave credit may request such portion of sick leave payment as when added to the amount of compensation payable under said Chapter 152 will result in the full payment of his/her salary or wages.

14. Successive leaves of absence for illness may be granted up to a maximum of two (2) years, or the equivalent thereof, and approval shall not be unreasonably withheld. Absence for illness preceding a request for leave shall be regarded as an involuntary leave and shall be added to the request period. At the end of two school years, or the equivalent thereof, an employee on leave for illness must present to the Superintendent a certificate of good health and fitness for duties from three medical authorities, the employee's private physician, a physician selected by the Superintendent, and a third physician or medical specialist selected by these two. If, in the judgment of two of these medical authorities, the employee is not competent to assume his/her duties, the Superintendent reserves the right to consider appropriate personnel action.

15. In the event that a nurse can demonstrate, through medical evidence, that she has been exposed to a contagious illness or disease in the workplace, and that such exposure requires absence for a definite period of quarantine in order to prevent exposure to others, then said nurse shall receive his/her regular salary for such period of quarantine and such payment will not be applied against accrued sick time. This paragraph is intended to address quarantine periods only and does not affect the right of the Committee to process absences related to the nurse's own illness under worker's compensation, if applicable, or otherwise under accrued sick leave.

16a. A doctor's certificate shall be required for personal illness of six (6) or more consecutive school days. It must be presented to the Superintendent before the employee returns to duty.

16b. At any time the Superintendent may request an employee, who, on the basis of evidence has established a pattern of absences that appears to indicate misuse of the sick leave, to verify by a doctor's certificate the listing of an absence as a charge against sick leave.

### **Article 13A – Sick Leave Pool**

A sick leave pool has been established to be administered by the Committee and the Association under the following guidelines:

1. Each School Nurse may become a member of the Sick Leave Pool for nurses after they complete one year of service.
2. Each Nurse may, on a voluntary basis, donate one sick leave day per year to the Nurse's Sick Leave Pool. The Sick Leave Pool will be administered by the Sick Leave Pool Committee; such Committee to consist of three (3) members of the Union, as voted by their peers. The aforementioned representatives shall designate one of their three members to act as Chairperson of the committee. Duly elected members of the pool shall be allowed to work on the establishment of the pool, its rule and regulations and operating procedures, and the administration of the pool, for up to three (3) hours per week for the first month, and three (3) hours per month thereafter. Time will be paid out as time owed to Committee members.

3. All nurses who participate in the pool shall be required to sign an affidavit indicating their desire to participate in the Sick Leave Pool. The affidavits shall be provided to the department head, for placement in the Nurse's employee file, and may be reviewed at any time for payroll purposes.

4. Any member of the Pool shall be considered a member of the Pool from October 31<sup>st</sup> to October 30<sup>th</sup> of the following year. Sign up for the Pool will be done September 15<sup>th</sup> to October 15<sup>th</sup>. No nurse shall lose membership in the Pool while s/he is out sick for an extended period of time.

5. Each nurse who decides to become a member of the Pool may apply for and receive up to a maximum of ten (10) sick days per year when they have exhausted all of their accumulated sick leave, vacation time and personal time, when the need has been determined by the Committee. No nurse shall be granted sick leave from the Pool until s/he has exhausted all other leave benefits, including accumulated sick leave, vacation time and personal time. The ten (10) day limit on sick time that may be granted from the Pool may be changed on a case-by-case basis by a vote of the Union. In making a decision to grant the request of a nurse for sick leave from the Pool, the Committee shall consider, along with other factors deemed relevant by it, the following:

- a. Length of service in the department;
- b. Attendance record of the nurse;
- c. Prior use of sick leave; and
- d. Medical evidence of accident or illness requiring prolonged absence.

6. Once a nurse joins the Pool, s/he cannot withdraw from the program for the remainder of the year. If s/he decides not to join the Pool the following year the days previously donated to the Pool shall remain in the Pool until expended. If more than one nurse applies for first time use of the Pool and all qualify in accordance with the rules and regulations of the Committee, and the days available in the Pool are not adequate to cover all such requests, seniority shall be the determining factor.

7. If a nurse terminates employment she will not be entitled to a refund of any sick time donated to the Pool.

8. All decisions whether to grant sick time to a nurse from the Pool shall be made by the Committee and are final. The decision shall not be appealed.

9. The Union agrees that the Committee shall work cooperatively with the School Committee to ensure that all payroll/sick leave decisions are timely communicated to the School Committee's payroll administrators, and that the administration of the pool complies with City/ School Committee financial and accounting requirements.

## **Article 14 – Holiday Leave**

School nurses shall not be eligible for holiday pay. School Nurses who work during the summer may be eligible for holiday pay, if the holiday falls during their scheduled work week.

## **Article 15 – Personal leave**

The Coordinator of Nurses or her designated representative shall grant, if requested by eligible employees of her department, personal leave days in accordance with the following conditions;

### **A. General Conditions Applicable to All Bargaining Unit Employees:**

1. Personal leave shall be subject to the operating and staffing needs of the department, as determined by the department head or his designated representative, and shall be granted so as not to interfere with the efficiency of the department, or otherwise add to the cost of the department's operations.
2. Except as otherwise specifically provided in this article, personal leave shall be taken only one day at a time and not consecutively provided, however, that one full half day may be taken by an employee when so requested by him.
3. Except in case of emergencies, personal leave shall be requested by eligible employees at least two weeks in advance. Such requests shall be in writing and shall state the reason for the requested leave.
4. For purposes of measurement of the personal leave year only, personal leave shall be administered on a school year basis instead of a calendar year basis.
5. School Nurse Supervisors subject to this section shall be entitled to take three (3) personal leave days. School Nurses subject to this section shall be entitled to take two (2) personal leave days.
6. Unused personal days may be carried over from year to year and converted to sick leave, subject to the two hundred (200) day limit imposed at Article 13, Paragraph 1.
7. Personal leave shall not be used the day before or after a legal holiday or School Vacation.

## **Article 16 – Professional Leave**

1. School Nurse Supervisors shall be granted two (2) days of professional leave annually to be used for the purpose of attending in-service education, or to pursue other professional development activities, in addition to other leaves to which they may



be entitled. Said two days of professional leave may be taken at any time during the year, and may be taken in one-half day increments, provided that the School Committee can arrange adequate coverage for the absent nurses' duties. The decision whether to grant professional leave is at the discretion of the department head.

2. School Nurses shall be entitled to one professional leave day per year to be used for the purpose of attending in-service education, or to pursue other professional development activities. Nurses may request a second professional leave day in any given year, which request is subject to approval at the sole discretion of the Nursing Coordinator. Said leave may be taken in one-half day increments, provided that the School Committee can arrange adequate coverage for the absent nurses' duties. The decision whether to grant professional leave is at the discretion of the department head.

3. Requests to be absent for professional leave shall be made as early as possible, but not less than seven calendar days prior to the requested professional leave day.

4. At the conclusion of the professional leave, but within thirty days or as soon thereafter as possible, of the professional leave day, all School Nurses shall provide written documentation of attendance to the Director of Nursing or her/his designee. Failure to provide the required documentation will result in retraction of the professional leave, and a conversion of the day to vacation leave, personal leave, or unpaid time.

### **Article 17 – Family and Maternity Leave**

Pursuant to the Family Medical Leave Act of 1993, employees may take up to twelve (12) weeks leave annually for personal or family illness, or for birth or adoption of a child. Such leaves are limited to employees who have been employed by the School Committee at least one year. Employees are allowed to use sick, vacation and personal leave, if available, to cover the period of leave; otherwise, the leave is unpaid. Employees are required to give the City thirty (30) days' notice of the requested leave, unless said leave is necessitated by an emergency. Certification by a physician on the prescribed form is required.

The use of sick time while on FMLA is a grandfathered benefit available only to those bargaining unit members employed at the time of ratification of this agreement (June 14, 2006).

### **Article 18 – Compassionate leave**

The School Committee agrees to provide each employee represented by the Association, in accordance with the Leave Ordinance (Chapter 3, Article III, Section 2 et-seq.) compassionate leave as follows:

1. Five (5) working days compassionate leave for the employee for the death of the spouse, son or daughter of the employee.
2. Three (3) working days compassionate leave for the employee for the death of the father or mother of the employee or of the employee's spouse.
3. Three (3) working days compassionate leave for the employee for the death of the sister or brother of the employee.
4. Three (3) working days compassionate leave for the death of the son or daughter of the employee's spouse.
5. Three (3) working days compassionate leave for the death of a person who has been placed by authority of law under the care of the employee as guardian.
6. Three (3) working days compassionate leave for the employee for the death of the stepfather, stepmother, stepson or stepdaughter of the employee, provided that, in the case of a stepchild, such person resided in the employee's immediate household at the time of death. Such compassionate leave shall not be available for the death of such stepfather, stepmother, stepson or stepdaughter of the employee's spouse.
7. One (1) working day compassionate leave for the death of the brother or sister of the employee's spouse.
8. One (1) working day compassionate leave for the death of the stepson or Stepdaughter of the employee residing outside of the employee's household at the time of death. Such compassionate leave shall also not be available for the death of such stepfather, stepmother, stepson or stepdaughter of the employee's spouse.
9. One (1) working day compassionate leave for the death of the aunt or uncle of the employee or of the employee's spouse.
10. One (1) working day compassionate leave for the death of the grandmother, grandfather, grandson or granddaughter of the employee or of the employee's spouse.
11. One (1) working day compassionate leave for the death of the daughter-in-law or son-in-law of the employee or of the employee's spouse.
12. One (1) working day compassionate leave for the death of the niece or nephew of the employee.

## **Article 19 – Jury Duty, Court Attendance, Military Leave and Other Leaves of Absence**

### **Jury Duty**

An employee of the School Committee who serves as a grand or traverses juror in a federal court or in the courts of the Commonwealth shall receive from the School Committee the difference between his/her salary and the compensation he/she received for such jury service exclusive of any travel or other allowances.

### **Court Attendance**

Time lost from work for court attendance for the employee's personal litigation shall not be compensated for, provided however, that paid personal leave or vacation leave may be used subject to the provisions of the leave articles.

### **Leaves of Absence**

Leaves of absence with pay shall be granted to nurses as set forth below:

Nurses will be granted one day with pay to attend their graduation from a college or university.

The School Committee shall grant leave of absence with pay to observe religious holy days where the tenets of one's recognized religion, obligate abstention from work or where the required religious observation of the day necessarily conflicts with the school day. Such day shall not exceed two (2) days for any one individual any given year.

### **Military Leave**

A nurse in the Federal or State Reserve Service called to duty on a non-voluntary basis within the school year shall receive his or her regular salary for the period of his/her absence within the statutory limitation. When one's reserve duty could have been served during a vacation period, but instead was served during a school period, that nurse shall only receive the difference between the nurse's pay and the reserve pay.

### **Education Leave**

An educational leave may be granted by the Superintendent or his designee to pursue advanced nursing studies in the areas of health education, nursing, community health or public health. At the time that the leave is requested, the employee shall indicate the length of the leave being requested, and such expressed length of leave shall be relied upon by the Employer in making the determination of whether the leave creates a vacancy under Article 32 – Work Assignments and Filling of Vacancies. If the expressed length of leave exceeds six (6) months, then a vacancy will be presumed to

exist and the Employer shall fill the vacancy in accordance with Article 32 and without the need to wait until the six months has actually elapsed.

### **Article 20 – Employee Files**

All employees shall have the right to make an appointment to review the contents of his/her personnel file during regular business hours of the department and to receive a copy thereof at his/her own expense.

Evaluations of employee performance will continue to have space for the employee to sign the evaluation and to submit a written comment to the evaluation.

The department head will notify the employee of any and all written citizen complaints which the department gives official cognizance. The employee shall have the opportunity to request a conference with the Coordinator to discuss the complaint.

The employee shall have the right to submit a written response to any material in the personnel file and to have such response attached to the file copy.

### **Article 21 – Equal Opportunity and Non-discrimination**

The provisions of this Agreement shall apply to all employees represented by this Association regardless of handicap, race, sex, marital status, religious creed, color, age, national origin, sexual orientation or membership or non-membership in the Association.

This provision shall not be arbitrable if an action has been filed before the Equal Employment Opportunity Commission or the Massachusetts Commission Against Discrimination.

### **Article 22 – Tuition Reimbursement**

This benefit is a grandfathered benefit available only to those who are bargaining unit members at the time of ratification (June 14, 2006). The School Committee agrees to reimburse bargaining unit personnel for 75% of the cost of tuition, fees and books, or \$200 per course, whichever is greater, subject to a maximum annual reimbursement by the School Committee of \$1200.00 per year per nurse, subject to the following conditions:

1. The courses which qualify for such reimbursement shall be related to an Associate's Degree, a Bachelor's Degree or a Master's Degree in Nursing or Public Health or a Degree program meeting Department of Education certification requirements for School Nurses only.

2. Courses for which tuition reimbursement is sought must be approved by the Coordinator of School Nurses. Course approval must be obtained prior to the first class.
3. Reimbursement is conditioned upon successful completion of the course with a passing grade of C.
4. To be eligible for reimbursement, the nurse must be in pay status and agree to actually work in the employ of the School Committee in a position by the Association for six months after completion of all the course requirements for which reimbursement was received from the School Committee.
5. Maximum annual reimbursement shall be calculated on the fiscal year, and the date of reimbursement shall be the date the nurse actually receives approval for the course and not the date payment is actually received by the nurse.

Nurses may attend seminars, programs, or conferences relative to enhancing their job performance with the prior approval of the Coordinator of School Nurses. Reimbursement for the program and attendant costs shall be in accordance with the City's rules on travel.

### **Article 23 – In-service Education**

The School Committee will continue its present practice of offering a sufficient number of continuing education courses per every two year period to satisfy the number of continuing education credits of hours required by the State Board of Registration in Nursing for renewal of the nurse's professional license. Nurses in the bargaining unit shall be permitted to attend free of charge. The courses will be at a suitable location and scheduled during the nurse's working hours. An advisory committee consisting of the Director of Nurses or his/her designee and two members of the bargaining unit selected by the President of the Association shall recommend courses to the Coordinator of School Nurses.

All nurses shall maintain current certification in CPR and First Aid, universal precautions and concussion awareness. The Committee will provide said trainings during contractually obligated time, e.g. after school meetings, professional development.

### **Article 24 – Drug and Alcohol Use**

As a condition of employment, no alcohol or illegal drugs shall be used or possessed by an employee during the work shift of an employee, including all breaks and the lunch period.

Failure to comply with this item shall be subject to progressive discipline. For the purpose of this paragraph, possession shall mean possession on City property or City equipment.

Employees having tenure under c. 31 of the General Laws, or just cause rights under Article 7 of the contract, shall have the right to appeal under c. 31 or arbitrate any suspension or discharge imposed as a result of this paragraph.

## **Article 25 – Miscellaneous Provisions**

### **1. Waiver in Case of Emergency**

In cases of circumstances beyond the control of the School Committee, such as an act of God, riot, flood, civil disorder, and other similar acts, the following conditions of this Agreement shall be automatically suspended without recourse from the Association:

- (a) Time limit management replies on grievances;
- (b) Limitations on distribution of overtime by seniority;
- (c) Limitations on any other portion of this Agreement that would interrupt or interfere with the School Committee's obligation to restore normal operations.

In addition and notwithstanding other articles of this Agreement, management reserves the right during any such emergency to assign employees to work without regard to their job classifications and such assignments shall not be subject to the grievance procedures upon termination of the emergency.

### **2. Expenditures**

It is understood that no expenditures of compensation will be paid to employees in accordance with this Agreement, unless and until the requirements and procedures required by law and the provisions of the City Charter are satisfied as far as appropriations are concerned.

### **3. Notices**

All notices in writing sent by the Association shall be forwarded to the School Committee to the following:

Superintendent of Schools  
Worcester Public Schools  
20 Irving Street  
Worcester, MA 01609

Notices in writing sent by the School Committee shall be mailed to:

Division of Labor Action  
Massachusetts Nurses Association  
340 Turnpike Street  
Canton, MA 02021-2711

#### **4. Snow Days**

In the event there is a school delay for weather or other concerns, bargaining unit members will report to the school at the same time as the teachers. In addition, they shall not be required to report for duty on days that school is canceled due to inclement weather.

#### **5. Memoranda**

The provisions of any Memoranda of Letter of Understanding signed contemporaneously with this agreement shall be subject to the grievance/arbitration provisions of this agreement.

#### **6. Access to Information**

Should the employee or the Association require access to information that is not public record and is in the personnel file of a unit member the Association (or the employee) shall make a request in writing to the School Committee. The School Committee shall notify the individual employee of the requests for information in his or her personnel file and shall give the employee the option to permit or deny such access. Denial of access for information to process grievances may be appealed jointly to the Labor Relations Commission for ruling on relevancy and need for such provision.

#### **7. Physical Assessments**

The School Committee and the Association recognized the formation of a committee to examine and recommend a program of increased nursing responsibility for "physical assessments" of school children. The School Committee agrees to permit Association representatives to provide input in the formulation of the recommendations. The Association agrees not to challenge the implementation of any program adopted if it requires increased or different work on the part of the unit employees and to accept the attendant responsibilities on behalf of their members.

#### **8. Substitute Nurses**

The Committee will attempt to maintain a pool of per diem substitute nurses, if possible, to consist of, among others, retired school nurses to cover for absent nurses and to supplement school nurse coverage as needed. Effective upon the ratification of the collective bargaining agreement for the period of July 1, 2017 through June 30, 2020 (on October 5, 2017), it was agreed that Per Diem substitute nurses will be paid at the hourly rate of \$41.04 per hour with no benefits. This language does not preclude the Committee from using other registered nurses to fill in for absentees.

#### **9. Evaluations**

Employees shall be evaluated by the Coordinator of Nurses using the SCHOOL NURSE PERFORMANCE EVALUATION attached hereto as Appendix 2.

## **10. Reduction in Force**

Effective July 1, 1990, the School Committee shall provide the Association with a side letter regarding reduction in force language acceptable to the Association.

In the event of a layoff or reduction in force affecting provisional employees (i.e., those without permanent Civil Service appointments), such provisional employees shall be laid off in reverse order of their hire dates. Such provisional employees shall have a recall period of two years. This language shall not affect or be operative in connection with the layoff or reduction in force of employees with permanent Civil Service Appointments, whose layoff shall be governed by the provisions of Mass. G.L. c. 31.

## **11. License Fees**

The School Committee shall pay the bi-annual license renewal fee for all bargaining unit members.

## **12. Orientation and Mentoring**

### **A. Orientation**

The supervisor will introduce the nurse to her/his specific worksite and specific duties. The nurse shall be instructed in the policies and procedures in existence at the time of the orientation, by a supervisor, and shall be given a general introduction to all of the duties and responsibilities that the nurse will be accountable for, including practical application of the policies and procedures by the supervisor.

### **B. Mentoring**

Every new hire shall be provided with a minimum of ten (10) days of mentoring provided by other School Nurses if the person is to be employed as a School Nurse. Nurses who transfer from one assignment to the other will not be eligible for mentoring, unless the nurse requests mentoring and the Coordinator of Nurses determines in her/his sole discretion that mentoring is necessary for the person transferring, with such request not reasonably denied, up to a maximum of ten (10) days of mentored orientation.

Whenever possible, mentoring will take place in whole day increments with the nurse spending an entire day with the assigned mentor. When it is not possible to keep the nurse and mentor together for a full day, the mentoring may take place in half-day increments.

Mentors shall be selected by the Coordinator of Nurses, at his/her sole discretion. Whenever a new hire is expected to begin work the Coordinator of Nurses shall solicit volunteers by posting an announcement or by whatever other means necessary that has the effect of allowing the largest number of potential mentors to become aware of the opportunity.

The Coordinator of Nurses shall select mentors by considering the needs of the Department and the needs of the new hire first. The Coordinator will consider seniority,



the special needs of the assignment, if any, and the mentor's ability to train in the required special area, and the effect of mentoring on the mentor's assignment. The Coordinator will try to ensure that all volunteers get an opportunity to act as a mentor, on a rotating basis, in a reasonable and equitable basis.

If no person volunteers to mentor a new hire, or if there are not enough mentors available to provide mentoring for ten (10) days, the requirements of this section shall not apply and the Coordinator may make whatever other arrangements are necessary to orient the new hire.

Nurses who provide ten (10) days of mentoring shall be awarded one personal day, to be used in accordance with this Agreement. The Coordinator and the nurse shall keep track of the days that a nurse provides mentoring. Nurses may receive credit for each half-day or each full day that they provide mentoring. When a nurse accumulates ten (10) days of credit for providing mentored orientation, she/he shall be credited with one personal day. Nurses may accumulate credit for mentoring, and once credited shall not lose the credit. Once a nurse has accumulated five (5) days of credit, she/he may use one-half (1/2) day of personal time or the nurse may save the credited time toward a full personal day. Credits may be carried from year to year until a personal day is earned. Each personal day earned under this section must be used within one calendar year of the date it is earned, or it shall be forfeited. Having an unused personal day to her/his credit shall not prohibit a nurse from continuing to earn credits toward another personal day.

Nurses will be notified when each half-day is earned.

### **13. Joint Committee**

The City and the Association shall establish a joint committee to study and recommend uniform lists of health equipment, space and supplies which should be available to employees in the schools.

### **14. Facilities and Equipment**

The City agrees to recommend to the School Department the provision of such public health nursing facilities, space and equipment, as may be considered appropriate.

### **15. No Telephone Triage**

In the event a registered nurse is not in the building, nurses shall not be required to assess a student by telephone. If a medical concern arises, school administration will follow its policies and procedures for addressing the matter.

### **16. Parking Spot**

The Committee agrees to provide a parking spot for each school nurse assigned to any school with on-site parking.

## **17. CE and PDP Work Group**

The Committee and the Association agreed to form a work group comprised of an equal number of representatives of the Committee and the Association which shall be charged with finding programs in the Worcester area that would offer continuing education or PDP programs at little or no cost to the nurses. This work group shall meet only as necessary, and at a frequency of one time per month, during work hours. The scheduling of such meetings shall be by agreement of the Parties and shall, under no circumstances, result in any school being without nursing coverage. The employer will endeavor to arrange for coverage so that the work group can actually meet. Upon ascertaining what program offerings are available, the group shall no longer meet, except that it may periodically reconvene if the Parties mutually agree that it is necessary to reevaluate the existence of such no cost or low cost programs.

## **Article 26 – Stability of the Agreement**

No agreement, understanding, alteration or variation of the Agreement, terms, or provisions herein contained shall bind the parties, unless made and executed in writing by the parties hereto.

The failure of the City/School Committee or the Association to insist in any one or more incidents, upon performance of any of the terms or conditions of the Agreement, shall not be considered as a waiver or relinquishment of the right of the City/School Committee or Association to future performance of any such term or condition, and the obligations of the City/School Committee and the Association to such future performance shall continue in full force and effect.

## **Article 27 – Savings Clause**

If any article or section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

## **Article 28 – Waiver**

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School Committee and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be

obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

### **Article 28A – Civil Service**

As an exception to the limitations imposed by Article 28, the Association agrees that in the event of legislation being adopted by the General Court, exempting employees in the bargaining unit from Chapter 31 of the MA General Laws (Civil Service) or otherwise affecting the applicability of Chapter 31 to some or all of the employees in the bargaining unit, it will enter into bargaining with the School Committee, if requested, even if mid-term, in order to address changes to the collective bargaining agreement which might be necessary as a result of the adoption of the legislation or to effectuate such a legislative change.

### **Article 29 – Summer Programs**

The parties acknowledge the need to fully staff summer school and summer camp programs. To that end, it is agreed that the School Committee shall post for bidding the assignments, to be filled on a voluntary basis by School Nurses by seniority. The School Committee may advertise to the public at the same time it is seeking volunteers; however, current School Nurses shall have preference over outside candidates. If in the sole discretion of the School Committee there are no qualified candidates from among the public applicants, and there are no volunteers, School Nurses will be assigned to the Summer Program starting with the least senior. No nurse will be required to work a Summer Program in excess of four weeks. Effective upon ratification of this Agreement, School Nurses working in a summer program shall receive pay for that program at the hourly rate of \$35.00 per hour. Nurse Supervisors shall be paid \$35.00 per hour. Nurses working in the program shall be entitled to four (4) hour minimum pay each day for those services. Summer School assignments will be posted by June 1<sup>st</sup>.

### **Article 30 – Association Business**

#### **Visitations**

Accredited representatives of the Massachusetts Nurses Association shall have access to the premises at reasonable times during regular working hours for discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees, and provided further that they obtain prior approval from the Principal or his designated representative.

## **Meeting Space**

The School Committee agrees to provide meeting space for the Association on school property at times when the members are not on duty. Allocation of space will be made provided there is no cost to the School Committee.

## **Bulletin Board**

The Committee will provide a bulletin board in the Nursing Administration Office for the use of the MNA Committee.

## **Orientation**

Every new nurse will go through an orientation program. The Chairperson or designee will be notified of new hires during the first week of employment and the Committee will provide the Chairperson or designee with thirty (30) minutes per orientee during the first week of orientation to meet with the new nurse so the Association representative may discuss the Association with the employees.

## **Association Leave**

Leaves of Absence with pay shall be granted to two (2) Association Board representatives to attend the annual Massachusetts Nurses Association Convention of up to three days. The names of the two representatives selected by the Association will be submitted to the Coordinator of Nursing by the Association Presidents or Co-Chairs in advance of the leave.

## **Article 31 – Work Assignments and Filling of Vacancies**

### **1. Work Assignments**

Work assignments will be made by the Coordinator of Nurses or his/her delegated representative. Except in the case of an emergency, nurses will be notified of their work assignments for the subsequent school year on or before June 1.

### **2. Vacancies**

All vacancies shall be posted for at least two weeks to allow employees to bid for the positions. Employees shall be assigned to the vacancies for which they have bid on the basis of their seniority, performance (evaluations) and the needs of the Worcester Public Schools. Notices of vacancies shall be mailed to all employees who are absent during the posting period. A "vacancy" shall be defined to be caused by the following without limitations:

- i. the death, retirement, resignation, or termination of a nurse;
- ii. any leave of absence exceeding six (6) months (e.g. maternity leave, sick leave, unpaid leave of absence, etc.);
- iii. any newly created position.
- iv. opening resulting from voluntary or involuntary transfer.

### **3. Vacancy Posting**

Prior to the start of each school year, all vacancies will be posted and bid on by members of the bargaining unit. If a vacancy occurs between the start of the school year and December 31<sup>st</sup>, the position shall be posted within a reasonable period of time after the decision has been made that it will be filled and bid on, but movement to the new position will not occur until the return from the Holiday break occurring in December. If a vacancy occurs between January and the end of the school year, it shall be posted within a reasonable period of time after the decision has been made that it will be filled, but movement to the new position shall not occur until the start of the subsequent school year.

### **4. Return from Leave of Absence**

Any nurse returning from a leave of absence of less than six (6) months will be assigned to their position prior to their leave. Any nurse returning from a leave of absence exceeding six (6) months shall be assigned to whichever position is vacant after completion of the posting and bidding procedure described above. Said nurse shall have the right to bid on any vacancies. In the event there is no vacancy when the nurse is ready to return from her leave of absence, her assignment will be established by relieving nurses of the temporary increases in work load which were given to the remaining complement of nurses during the period of leave.

## **Article 32 – Conditions and Duration of Agreement**

This composite contemplates the parties entering into two collective bargaining agreements covering the period of July 1, 2016 through June 30, 2020. The first agreement shall be effective from July 1, 2016 through June 30, 2017. The second agreement shall be July 1, 2017 through June 30, 2020.

### **1. Effective Date**

The signing of this agreement by the authorized representatives of the Association and the municipal employer shall constitute an entire agreement effective upon signing until the 30<sup>th</sup> day of June 2016, inclusive.

### **2. Termination**

This agreement shall terminate on June 30, 2020, provided that it shall remain in effect thereafter during negotiations for a new agreement, unless either party shall send a ten (10) day notice of termination. Said notice of termination shall not be effective prior to July 1, 2020.

### **3. Changes**

Should either party to this agreement wish to inaugurate collective bargaining discussions over changes, they may wish to introduce into this agreement, which shall be effective after June 30, 2020, it is agreed that notice of the substance of the

changes and the language by which such desired changes is to be expressed, shall be mailed to the authorized parties signatory to the agreement not earlier than sixty (60) days or less than thirty (30) days before termination of this agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of negotiation for desired changes.

#### **4. No Retroactive Effect**

For the collective bargaining agreement between July 1, 2016 through June 30, 2017, the provisions of this agreement shall become effective on July 1, 2016 unless otherwise specifically provided. For the collective bargaining agreement between July 1, 2017 through June 30, 2010, the provisions of this agreement shall become effective on July 1, 2017 unless otherwise specifically provided. This agreement is subject to ratification by the Association and by the School Committee and to appropriation by the City Council.

#### **5. Housekeeping**

Where there is mutual agreement of the Parties, the Parties agree to delete obsolete provisions of the contract or add side letters of agreement to the contract.

IN WITNESS WHEREOF, the Association and the School Committee have caused this Agreement to be executed in their names by duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_.

Worcester School Committee

Massachusetts Nurses Association

\_\_\_\_\_

\_\_\_\_\_  
Julie Pinkham, RN  
Executive Director

\_\_\_\_\_

\_\_\_\_\_  
T. Edmund Burke, Esq.  
Associate Director

\_\_\_\_\_

\_\_\_\_\_  
Karen M. Lajoie, Co-Chairperson

\_\_\_\_\_

\_\_\_\_\_  
Denise Khalili, Co-Chairperson

Date: \_\_\_\_\_

Date: \_\_\_\_\_





# SALARY SCALES

## Nurses

### 92nd day of 2015-2016 Reconfigured Schedule

### June 30, 2017 (1.0%)

2KH

STEP	Base	B+15	Master	M+15	Doc
1	45,064	47,360	50,978	52,291	54,120
2	47,522	49,819	53,437	54,754	56,582
3	51,077	53,369	56,987	58,304	60,131
4	53,537	55,836	59,449	60,765	62,596
5	56,000	58,296	61,912	63,227	65,056
6	58,459	60,758	64,371	65,689	67,517
7	60,924	63,216	66,834	68,153	69,980
8	66,369	68,665	72,283	73,602	75,428
9	70,606	72,903	76,790	78,489	80,044

STEP	Base	B+15	Master	M+15	Doc
1	45,515	47,834	51,488	52,814	54,661
2	47,997	50,317	53,971	55,302	57,148
3	51,588	53,903	57,557	58,887	60,732
4	54,072	56,394	60,043	61,373	63,222
5	56,560	58,879	62,531	63,859	65,707
6	59,044	61,366	65,015	66,346	68,192
7	61,533	63,848	67,502	68,835	70,680
8	67,033	69,352	73,006	74,338	76,182
9	71,312	73,632	77,558	79,274	80,844

### First day of 2017-2018 school year (1.0%)

### 92nd day of 2017-2018 school year (1.0%)

K10

STEP	Base	B+15	Master	M+15	Doc
1	45,970	48,312	52,003	53,342	55,208
2	48,477	50,820	54,511	55,855	57,719
3	52,104	54,442	58,133	59,476	61,339
4	54,613	56,958	60,643	61,987	63,854
5	57,126	59,468	63,156	64,498	66,364
6	59,634	61,980	65,665	67,009	68,874
7	62,148	64,486	68,177	69,523	71,387
8	67,703	70,046	73,736	75,081	76,944
9	72,025	74,368	78,334	80,067	81,652

K11

STEP	Base	B+15	Master	M+15	Doc
1	46,430	48,795	52,523	53,875	55,760
2	48,962	51,328	55,056	56,414	58,296
3	52,625	54,986	58,714	60,071	61,952
4	55,159	57,528	61,249	62,607	64,493
5	57,697	60,063	63,788	65,143	67,028
6	60,230	62,600	66,322	67,679	69,563
7	62,769	65,131	68,859	70,218	72,101
8	68,380	70,746	74,473	75,832	77,713
9	72,745	75,112	79,117	80,868	82,469

### First day of 2018-2019 school year (1.0%)

### 92nd day of 2018-2019 school year (1.0%)

K12

STEP	Base	B+15	Master	M+15	Doc
1	46,894	49,283	53,048	54,414	56,318
2	49,452	51,841	55,607	56,978	58,879
3	53,151	55,536	59,301	60,672	62,572
4	55,711	58,103	61,861	63,233	65,138
5	58,274	60,664	64,426	65,794	67,698
6	60,832	63,226	66,985	68,356	70,259
7	63,397	65,782	69,548	70,920	72,822
8	69,064	71,453	75,218	76,590	78,490
9	73,472	75,863	79,908	81,677	83,294

K13

STEP	Base	B+15	Master	M+15	Doc
1	47,363	49,776	53,578	54,958	56,881
2	49,947	52,359	56,163	57,548	59,468
3	53,683	56,091	59,894	61,279	63,198
4	56,268	58,684	62,480	63,865	65,789
5	58,857	61,271	65,070	66,452	68,375
6	61,440	63,858	67,655	69,040	70,962
7	64,031	66,440	70,243	71,629	73,550
8	69,755	72,168	75,970	77,356	79,275
9	74,207	76,622	80,707	82,494	84,127

**First day of 2019-2020 school year (2.0%)**

**K14**

<b>STEP</b>	<b>Base</b>	<b>B+15</b>	<b>Master</b>	<b>M+15</b>	<b>Doc</b>
<b>1</b>	48,310	50,772	54,650	56,057	58,019
<b>2</b>	50,946	53,406	57,286	58,699	60,657
<b>3</b>	54,757	57,213	61,092	62,505	64,462
<b>4</b>	57,393	59,858	63,730	65,142	67,105
<b>5</b>	60,034	62,496	66,371	67,781	69,743
<b>6</b>	62,669	65,135	69,008	70,421	72,381
<b>7</b>	65,312	67,769	71,648	73,062	75,021
<b>8</b>	71,150	73,611	77,489	78,903	80,861
<b>9</b>	75,691	78,154	82,321	84,144	85,810

**Nurse Supervisors**

First Day of School 2015-2016 (2.0%)						June 30, 2017 (1.0%)					
<b>2L2</b>											
Step	BA	MASTERS	M+30	CAGS/2M	DOC	Step	BA	MASTERS	M+30	CAGS/2M	DOC
1	\$71,232	\$75,712	\$83,835	\$85,541	\$90,911	1	\$71,944	\$76,469	\$84,673	\$86,396	\$91,820
2	\$73,687	\$78,166	\$86,294	\$87,999	\$93,366	2	\$74,424	\$78,948	\$87,157	\$88,879	\$94,300
3	\$76,378	\$80,621	\$88,748	\$90,453	\$94,545	3	\$77,142	\$81,427	\$89,635	\$91,358	\$95,490
4	\$78,507	\$83,076	\$91,204	\$92,911	\$98,277	4	\$79,292	\$83,907	\$92,116	\$93,840	\$99,260
5	\$80,935	\$85,532	\$93,662	\$95,367	\$100,734	5	\$81,744	\$86,387	\$94,599	\$96,321	\$101,741
6	\$83,420	\$87,992	\$96,117	\$97,822	\$103,189	6	\$84,254	\$88,872	\$97,078	\$98,800	\$104,221
7	\$85,845	\$90,444	\$98,574	\$100,278	\$105,643	7	\$86,703	\$91,348	\$99,560	\$101,281	\$106,699
8	\$90,755	\$95,358	\$103,482	\$105,186	\$110,557	8	\$91,663	\$96,312	\$104,517	\$106,238	\$111,663
9	\$94,276	\$98,733	\$106,862	\$108,569	\$113,934	9	\$95,219	\$99,720	\$107,931	\$109,655	\$115,073

  

First day of 2017-2018 school year (1.0%)						92nd day of 2017-2018 school year (1.0%)					
<b>K20</b>						<b>K21</b>					
Step	BA	MASTERS	M+30	CAGS/2M	DOC	Step	BA	MASTERS	M+30	CAGS/2M	DOC
1	\$72,663	\$77,234	\$85,520	\$87,260	\$92,738	1	\$73,390	\$78,006	\$86,375	\$88,133	\$93,665
2	\$75,168	\$79,737	\$88,029	\$89,768	\$95,243	2	\$75,920	\$80,534	\$88,909	\$90,666	\$96,195
3	\$77,913	\$82,241	\$90,531	\$92,272	\$96,445	3	\$78,692	\$83,063	\$91,436	\$93,195	\$97,409
4	\$80,085	\$84,746	\$93,037	\$94,778	\$100,253	4	\$80,886	\$85,593	\$93,967	\$95,726	\$101,256
5	\$82,561	\$87,251	\$95,545	\$97,284	\$102,758	5	\$83,387	\$88,124	\$96,500	\$98,257	\$103,786
6	\$85,097	\$89,761	\$98,049	\$99,788	\$105,263	6	\$85,948	\$90,659	\$99,029	\$100,786	\$106,316
7	\$87,570	\$92,261	\$100,556	\$102,294	\$107,766	7	\$88,446	\$93,184	\$101,562	\$103,317	\$108,844
8	\$92,580	\$97,275	\$105,562	\$107,300	\$112,780	8	\$93,506	\$98,248	\$106,618	\$108,373	\$113,908
9	\$96,171	\$100,717	\$109,010	\$110,752	\$116,224	9	\$97,133	\$101,724	\$110,100	\$111,860	\$117,386

  

First day of 2018-2019 school year (1.0%)						92nd day of 2018-2019 school year (1.0%)					
<b>K22</b>						<b>K23</b>					
Step	BA	MASTERS	M+30	CAGS/2M	DOC	Step	BA	MASTERS	M+30	CAGS/2M	DOC
1	\$74,124	\$78,786	\$87,239	\$89,014	\$94,602	1	\$74,865	\$79,574	\$88,111	\$89,904	\$95,548
2	\$76,679	\$81,339	\$89,798	\$91,573	\$97,157	2	\$77,446	\$82,152	\$90,696	\$92,489	\$98,129
3	\$79,479	\$83,894	\$92,350	\$94,127	\$98,383	3	\$80,274	\$84,733	\$93,274	\$95,068	\$99,367
4	\$81,695	\$86,449	\$94,907	\$96,683	\$102,269	4	\$82,512	\$87,313	\$95,856	\$97,650	\$103,292
5	\$84,221	\$89,005	\$97,465	\$99,240	\$104,824	5	\$85,063	\$89,895	\$98,440	\$100,232	\$105,872
6	\$86,807	\$91,566	\$100,019	\$101,794	\$107,379	6	\$87,675	\$92,482	\$101,019	\$102,812	\$108,453
7	\$89,330	\$94,116	\$102,578	\$104,350	\$109,932	7	\$90,223	\$95,057	\$103,604	\$105,394	\$111,031
8	\$94,441	\$99,230	\$107,684	\$109,457	\$115,047	8	\$95,385	\$100,222	\$108,761	\$110,552	\$116,197
9	\$98,104	\$102,741	\$111,201	\$112,979	\$118,560	9	\$99,085	\$103,768	\$112,313	\$114,109	\$119,746

**First day of 2019-2020 school year (2.0%)**

**K24**

<b>Step</b>	<b>BA</b>	<b>MASTERS</b>	<b>M+30</b>	<b>CAGS/2M</b>	<b>DOC</b>
1	\$76,362	\$81,165	\$89,873	\$91,702	\$97,459
2	\$78,995	\$83,795	\$92,510	\$94,339	\$100,092
3	\$81,879	\$86,428	\$95,139	\$96,969	\$101,354
4	\$84,162	\$89,059	\$97,773	\$99,603	\$105,358
5	\$86,764	\$91,693	\$100,409	\$102,237	\$107,989
6	\$89,429	\$94,332	\$103,039	\$104,868	\$110,622
7	\$92,027	\$96,958	\$105,676	\$107,502	\$113,252
8	\$97,293	\$102,226	\$110,936	\$112,763	\$118,521
9	\$101,067	\$105,843	\$114,559	\$116,391	\$122,141

Nurses					
Substitutes					
	K00	Per Diem	Hourly Rate		
		246.25	41.04		
KAL					
Alternative Program	1 <sup>st</sup> day 17/18	92 <sup>nd</sup> day 17/18	1 <sup>st</sup> day 18/19	92 <sup>nd</sup> day 18/19	1 <sup>st</sup> day 19/20
10% of BA step 1	4,597	4,643	4,689	4,736	4,736
Hourly Rate (180 days)	4.26	4.30	4.34	4.39	4.39

May 12, 1982

Kathryn Noonan, Esq.  
McDonald & Noonan  
27 School Street  
Boston, MA 02108

Christine Clair, President  
Public Health Nurses Association of Worcester  
Health Department  
Worcester, MA 01608

Dear Ms. Noonan and Ms. Clair:

In response to your request for clarification of the City's policies regarding the safety of Public Health Nurses, and Public Health Nurse Supervisors, please be advised as follows:

The City Manager of the City of Worcester is the chief conservator of the peace within the City limits. He has both legal and a moral obligation to protect the lives of the City's citizens and employees as well as to protect the real estate and personal property located within the City. The City Manager expects that the Public Health Nurses will perform their statutory duties to protect the health and particularly the health of school children as needed. In the performance of those duties the Public Health Nurses may be called upon to cross picket lines of other unions.

In the event that a real danger to personnel or supplies or equipment exist, the City will attempt to provide police protection or other security. The Public Health Department protects the public health of the citizens, thus even though it is illegal for Public Health Nurses to strike or to honor another union's picket line it would also be placing the welfare of the public in extreme jeopardy. In making any possible decisions as to the location of or protection required for Public Health Nurses in the event of a picket line by another union, the City will balance the interests of the public with regard to the nature of the problem behind the picket as well as the importance of the City of maintaining the personal safety of Public Health Nurses.

Very truly yours,

Linda R. Rodgers  
Co-Director  
Office of Labor Relations

cc: City Manager  
Director, Public Health

## SIDE LETTER TO COLLECTIVE BARGAINING AGREEMENT

This Side Letter is entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the Worcester School Committee and the Massachusetts Nurses Association, Worcester School Nurses.

*WHEREAS* the Worcester School Committee previously had a policy which allowed adopting mothers to utilize up to eight (8) weeks of paid sick leave during periods of absence occasioned by the adoption of a child; and,

*WHEREAS* at its meeting of February 26, 2004, the School Committee voted to rescind its adoption leave policy allowing for the use of eight (8) weeks of paid sick leave by adopting mothers; and,

*WHEREAS* following the vote to rescind the policy, the School Committee, through its labor counsel, notified all labor unions representing School Department employees of the revocation of the policy and offered to engage in discussions with representatives of the various unions regarding the decision; and,

*WHEREAS* only certain unions requested the opportunity to engage in discussions and/or bargaining; and,

*WHEREAS* other unions indicated that they did not oppose the change in policy; and,

*WHEREAS* all of the unions representing School Department employees have reached a tentative agreement with the School Committee as to the issue of adoption leave; and,

*WHEREAS* it is the intent of the Parties hereto to reduce the terms of the tentative agreement to writing in order that its terms are readily understood and to formally memorialize the tentative agreements reached by all unions with the School Committee; and

***NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed as follows:***

1. On the occasion of the adoption of a child by the employee's immediate family, male and/or female employees will be allowed to utilize up to four (4) weeks of accumulated paid sick leave during authorized absence at the time of the adoption; and
2. At the time of the birth of his child, male employees will be allowed to utilize up to four (4) weeks of accumulated paid sick leave during an authorized absence at the time of the birth of the child; and,

3. This Agreement is not intended to expand the use of sick leave for any other circumstances; and,
4. This Agreement does not affect the use of sick leave by female employees for periods of authorized absence at the time of the birth of their child, which leave shall be under the same terms and conditions as prior to the execution of this Agreement; and,
5. This Agreement satisfies any and all bargaining obligations which may have existed in connection with the rescission of the adoption leave policy by the School Committee and any implementation of the terms stated herein. As such, the union will not pursue any matter at the State Labor Relations Commission regarding any duty to bargain claim involving this change, nor will it pursue any grievance or arbitration in this connection. To the extent that any such claim has been filed under the collective bargaining agreement or with the State Labor Relations Commission, the union agrees to withdraw same with prejudice; and,
6. This Agreement is entered into in order to effectuate the intent of the Committee to address certain aspects of its leave policy and to allow for the use of paid sick leave during the circumstances described herein; and,
7. This Agreement is expressly conditional upon all labor unions representing employees of the School Department executing this identical Side Letter and upon the imposition of the same terms on all other non-represented employees of the School Department. This is required in order to ensure consistent and equitable provision of leave under the circumstances contemplated herein, irrespective of gender; and
8. In the event that any labor union representing employees of the School Department refuses to execute the Side Letter or in the event of any inability to impose the same terms on non-represented employees of the School Department, the School Committee will so notify all labor unions and will take whatever steps are necessary; and,
9. This Side Letter is intended to take effect as a sealed instrument and shall be governed by and construed under the laws of the Commonwealth of Massachusetts; and,
10. This Side Letter contains the full and complete agreement by and between the Parties hereto. This Settlement Agreement may not be modified, amended or otherwise effected except by writing signed by all parties hereto; and,
11. This Side Letter is intended to govern the use of accumulated paid sick leave during periods of authorized absence at the time of the adoption or birth of a male employee's child or at the time of the adoption of a female employee's child, and



is otherwise not precedent setting. It shall supersede any previous policy, agreement, or practice with regard to leave under the circumstances described herein.

EXECUTED in duplicate as an instrument under seal on the date and year hereinabove set forth.

WORCESTER SCHOOL COMMITTEE

FOR THE UNION

By:

*Am. P. [Signature]*  
*Am. [Signature]*  
*Shirill McGem*

By:

*Cathy [Signature]*

Side Letter of Agreement  
Between  
Worcester School Committee  
And  
Massachusetts Nurses Association

6/14/11 AF  
OK  
LW  
K.L.

This Side Letter of Agreement is entered into on this 20 day of January, 2009, by and between the Worcester School Committee (hereinafter, the "Committee") and the Massachusetts Nurses Association (hereinafter, the "Association"), on behalf of the Worcester School Nurses.

**WHEREAS** the Committee and the Association are parties to a collective bargaining agreement; and

**WHEREAS** the Committee currently maintains a position known as Non-Public School Nurse Liaison, which position is currently vacant due to the fact that the employee who previously held the position has been promoted to the position of School Nurse Supervisor; and

**WHEREAS** the determination of whether or not to maintain such position is an inherent management right; and

**WHEREAS** in the exercise of that management right, the Committee has determined to continue to maintain the position, subject to a continuation of the grant funding which currently funds the salary for the position; and

**WHEREAS** the Committee, through its administrative representatives, has determined to establish an annual stipend in the amount of \$7,500.00, payable to the employee assigned to the position of Non-Public School Nurse Liaison over and above the employee's regular contractual salary, subject to the continuation of the grant funding which currently funds the salary for the position and which will fund the stipend; and

**WHEREAS** in response to the notification of the establishment of the stipend, the Association requested the opportunity to engage in impact bargaining over the issue of the stipend and the filling of the vacancy; and

**WHEREAS** the bargaining representatives of the Committee and the Association met on or about November 20, 2008 and engaged in impact bargaining; and

**WHEREAS** as a result of the impact bargaining negotiations, it was agreed by the Parties as follows:

1. The Position of Non-Public School Nurse Liaison shall be posted as a grant funded Worcester School Nurse Position in accordance with any applicable posting requirements contained in the collective bargaining agreement between the Parties.
2. The Posting shall indicate that the position and the existence of the \$7,500.00 stipend are "grant funded". It is acknowledged by the Association that as such, the position

1/20/09 AF

1/20/09 JTA

1/20/09 EAL

1/20/09

SED 1/20/09

3. In the event of a reduction in force resulting from the elimination of the position, the person holding the position so eliminated will have such bumping and other rights as are provided to all Worcester School Nurses acting in the School Nurse role, under the collective bargaining agreement and applicable Civil Service Law.
4. The payment of the stipend shall be pro-rated for that period of time actually worked by the successful bid applicant.
5. This Agreement does not represent a practice of the Parties, nor is it precedent setting, and is inadmissible in future proceedings involving the Parties, except for purposes of enforcing its terms.

For the School Committee:

For the School Committee:

Ando B. D.

Paul J. King

Robert J. King

Robert J. King

Audrea Fox  
 Jane Leidel  
 Mark Kazan  
 Thomas Blalock  
 Nano Hale  
 Ellen Castille

## APPENDIX 1

The parties to this Agreement are the City of Worcester and Worcester Public Health Nurses Association/Massachusetts Nurses Association. This Agreement is intended to resolve issues the parties were to present to the arbitrator in AAA Case No. 11-3900-1461-0. They hereby agree as follows:

1. Public Health Nurse/School Nurses who begin work after the start of the school year shall receive a weekly payment based on the same weekly amount paid to a nurse who begins at the beginning of the school year ("the stretch pay rate"), but said amount will only be paid until the nurse receives the prorated share of the annual salary that she/he is able to earn in the days remaining until the end of the school year.

2. Public Health Nurse/School Nurses who begin after the start of the school year may, in the alternative, elect to be paid at a daily rate (taken from parties' collective bargaining agreement) instead of receiving the stretch pay rate. Double deductions will be made to cover periods where no pay was earned, provided the nurse returns to work. The Worcester Public Health/School Nurse/MNA understands that it is the cities position that if the nurse does not return to work, she/he will be billed accordingly.

3. The parties anticipate that the City will implement the terms of this Agreement. The City, however, shall have until December 19, 2000 in order to determine if there are any reasons why the terms cannot be lawfully implemented. Should the City notify the Worcester Public Health Nurses Association/Massachusetts Nurses Association by December 19, 2000, that in its view the provisions described

above cannot lawfully be implemented, the parties shall promptly return the disputes that were to be presented to the arbitrator to Arbitrator Bloodsworth on an expedited arbitration basis. If, for any reason, Arbitrator Bloodsworth is unable to promptly hear the case, the parties will select a new arbitrator.

4. Subject to paragraph #4, the Worcester Public Health Nurses Association/MNA shall withdraw the Demand for Arbitration, with prejudice to its refiling. The parties agree to hold that matter in abeyance until it is determined that their pay provisions can be implemented.

5. The City shall fully notify potential new hires of the terms described in paragraphs 1 and 2.

WORCESTER PUBLIC HEALTH  
NURSES ASSOCIATION/MNA

*Nadine Casey RN*  
*Anthony Anderson MNA*

Dated: Dec 4 2000

CITY OF WORCESTER

*Keith A. Hood*  
Keith A. Hood, Esq.  
Coordinator of Labor Relations

Dated: 12-5-00

## APPENDIX 2

Worcester Public Schools

### SCHOOL NURSE SUMMATIVE EVALUATION

Nurse Educator: \_\_\_\_\_ School: \_\_\_\_\_

Nurse Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Competency Indicators for each standard:    **UNS** (Unsatisfactory)    **NI** (Needs Improvement)    **PRO** (Proficient)    **EXM** (Exemplary)

#### Standard I: Curriculum, Planning, and Assessment

STANDARDS	UNS	NI	PRO	EXM
I-A-1. Professional Knowledge - The school nurse demonstrates sound knowledge, skills, and competencies required to provide quality clinical practices to students and enables them to acquire health related knowledge and skills.				
I-A-2. Child and Adolescent Development - The school nurse understands students' developmental levels, the impact of health on learning, and the different ways that students learn and behave.				
I-A-3. Plan Development - The school nurse develops plans that prescribe care and strategies that respond to individual student needs, to attain positive health and learning outcomes.				
I-A-4. Health Teaching and Health Promotion - The school nurse develops and delivers well-structured health education to both individuals and groups with appropriate student engagement strategies and measurable objectives.				
I.B.1. Variety of Assessment Methods - The school nurse administers assessments and collects comprehensive data pertinent to student health and public health to measure student learning, growth, and development through a variety of methods.				
I.B.2. Adjustments to Practice - The school nurse organizes, analyzes, and synthesizes results from a variety of assessments to identify, implement, and adjust appropriate differentiated interventions and supports for students.				
I-C-1. Analysis and Conclusions - The school nurse individually and with colleagues, analyzes and forms appropriate conclusions about programs, plans, and practices to improve student learning, growth, and development.				
I-C-2. & 3. Sharing Conclusions with Colleagues, Students, and Families - The school nurse regularly shares with appropriate individuals conclusions about health status and student progress to support improved student wellness, growth, development, and learning.				
<b>Standard I Overall Assessment</b>				

## Standard II: Teaching All Students

STANDARDS	UNS	NI	PRO	EXM
II.A.1. Quality of Effort and Work - The school nurse consistently defines high expectations for office while encouraging and supporting high levels of achievement for student behavior and work.				
II.A.3. – Meeting Diverse Needs - The school nurse uses appropriate practices to accommodate differences in health practices, developmental level, learning needs, ability to learn, language preferences, culture, spirituality, and socioeconomic status, including those of students with disabilities and English learners.				
II.B-1: Safe and Healthy Learning Environment - The school nurse organizes and maintains a safe, confidential, efficient, and supportive office environment that promotes wellness and healing and works to remove barriers to learning.				
II.B-2: Collaborative Learning Environment - The school nurse teaches and reinforces interpersonal communication skills of all students while providing opportunities for collaboration and partnerships among students, families, caregivers, educators, and peer groups.				
II.B-3: Student Motivation - The school nurse helps students to identify their strengths, interests and needs; encourages them to seek appropriate help, evaluate risks, and challenge themselves to succeed.				
II.C.1: Respects Cultural Differences - The school nurse demonstrates respect and affirms the value of differences related to background, identity, language, strengths, and challenges.				
II.C.2. Maintains Respectful Environment- The school nurse establishes an environment that integrates caring, kindness and respect for all into nursing practice; anticipates and responds to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities.				
II.D.1. Clear Expectations - The school nurse communicates clearly and upholds specific standards for student work, effort, and behavior.				
II.D.2. High Expectations - The school nurse models and reinforces ways to accomplish challenging goals through effective effort.				
II.D.3. Access to Knowledge - The school nurse adapts services, plans, communication, assessments, and instructions to make services accessible to all students.				
<b>Standard II Overall Assessment</b>				

## Standard III: Family and Community Engagement

STANDARDS	UNS	NI	PRO	EXM
III.A.1. Parent/Family Engagement- The school nurse uses a variety of strategies to support families to participate appropriately in the health and well-being of students.				
III.B.1. Learning Expectations – The school nurse provides families with clear information and user-friendly expectations for student learning, behavior and wellness.				

III.B.2. Student Support – The school nurse regularly communicates with families to address strategies that support learning, development, and optimal health at school, home and in the community.				
III.C.1. Two-way Communication – The school nurse uses a variety of communication modalities to assure two-way and confidential exchange of information with families about learning, behavior, and health matters.				
III. C.2. Culturally Proficient Communication – The school nurse communicates respectfully with families and demonstrates understanding of and sensitivity to different languages, culture and values.				
<b>Standard III Overall Assessment</b>				

#### Standard IV: Professional Culture

STANDARDS	UNS	NI	PRO	EXM
IV.A.1. Reflective Practice – The school nurse reflects on the effectiveness of interventions, instructions, and interactions with students and colleagues while using insights gained to improve practice and student outcomes.				
IV.A.2. Goal Setting – The school nurse proposes challenging, measurable professional practice, team, and student goals that are based on thorough self-assessment and analysis of student data.				
IV.B.1. Professional Learning and Growth – The school nurse seeks out and applies , when appropriate, ideas for improving practice to gain expertise and/or assume different instruction and leadership responsibilities.				
IV.C.1. Professional Collaboration – The school nurse effectively collaborates with colleagues, administration, and community members in the conduct of professional nursing practice.				
IV.C.2. Consultation – The school nurse provides appropriate advice and expertise to support educators and other colleagues to create appropriate and effective academic, behavioral, and social/emotional learning experiences for all students.				
IV.D.1. Decision-Making – The school nurse contributes relevant ideas and expertise to planning and decision making regarding the health and safety of students and staff.				
IV.E.1. Shared Responsibility – The school nurse reinforces school-wide behavior and learning expectations for the well-being and academic success of all students and helps to create a positive learning climate.				
IV.F.1. Judgment – The school nurse demonstrates sound judgment reflecting integrity, honesty, fairness, trustworthiness, and confidentiality.				
IV.F.2. Reliability and Responsibility – The school nurse fulfills professional responsibilities in a punctual and reliable manner.				
<b>Standard IV Overall Assessment</b>				
<b>Final Assessment</b>				

Comments: \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Educator Signature \*: \_\_\_\_\_

Date Received: \_\_\_\_\_



**Timeline for WPS Nurses on a Developing Educator Plan**

<b>Activity:</b>	<b>Completed By:</b>
Evaluator meets with first-year educators to remind and/or assist in Self-assessment and Goal setting process	October 13
Educator submits Self-assessment and proposed Goals	October 27
Evaluator meets with Nurses in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	November 10
Evaluator completes Educator Plans	November 24
Evaluator completes first observation of each Nurse	December 8
Nurse submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired or requested by Evaluator)	January 5
Evaluator completes mid-cycle Formative Assessment Report for each Nurse	February 2
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Nurse	February 16
Nurse submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired or requested)	April 13
Evaluator completes Summative Evaluation Report	May 11
Evaluator meets with Nurses whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory (Nurse signs and responds, if desired within 5 school days of receipt)	May 25
Evaluator meets with Nurses whose ratings are proficient or exemplary at request of Evaluator or Nurse (Nurse signs and responds, if desired within 5 school days of receipt)	June 1

**Timeline for WPS Nurses on a Two-year Self-directed Growth Plan**

<b>Activity:</b>	<b>Completed By:</b>
Educator submits Self-assessment and proposed Goals	October 27
Nurse submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired or requested)	May 4 of Year 1
Evaluator completes Formative Evaluation Report	May 18 of Year 1
Evaluator meets with Nurses whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1 of Year 1
Evaluator meets with Nurses whose ratings are proficient or exemplary at request of Evaluator or Nurse	June 10 of Year 1
Nurse submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired or requested)	May 5 of Year 2
Evaluator completes Summative Evaluation Report	May 19 of Year 2
Evaluator meets with Nurses whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory (Nurse signs and responds, if desired within 5 school days of receipt)	June 2 of Year 2
Evaluator meets with Nurses whose overall Summative Evaluation ratings are proficient or exemplary at request of Evaluator or Nurse (Nurse signs and responds, if desired within 5 school days of receipt)	June 9 of Year 2



# Nurse Educator Observation Feedback Form

Educator- Name/Title: \_\_\_\_\_  
Evaluator- Name/Title: \_\_\_\_\_  
School/Activity: \_\_\_\_\_ Date and Timeframe: \_\_\_\_\_  
☐ Announced Visit ☐ Unannounced Visit

## Assessing progress toward (check all that apply):

- |  |  |
|--|--|
| <input type="checkbox"/> Student learning goal(s)      | <input type="checkbox"/> Standard I: Curriculum, Planning and Assessment |
| <input type="checkbox"/> Professional practice goal(s) | <input type="checkbox"/> Standard II: Teaching All Students              |
|  | <input type="checkbox"/> Standard III: Family & Community Engagement     |
|  | <input type="checkbox"/> Standard IV: Professional Culture               |

## Observation Feedback

*Provide notes and judgments made during the observation resulting in targeted and constructive feedback.  
It may include examination of artifacts of practice; attach artifacts if appropriate.*

### Standard 1: Curriculum, Planning and Assessment

- ☐ School nurse environment and resource materials are developmentally appropriate
- ☐ EHRs are accurate, current and complete
- ☐ IHCPs are current and shared with appropriate school staff
- ☐ All emergency medications are accessible and clearly marked
- ☐ Trains school staff in Epinephrine use and Universal Precautions
- ☐ Utilizes data for planning and assessing student interventions and outcomes
- ☐ Speaks at an appropriate developmental level with students
- ☐ Triage appropriately, minimizing wait time in health office
- ☐ Creates a timeline for mandatory screenings and reports results to state as required
- ☐ Follows-up on screening referrals in a timely manner and documents results in EHR
- ☐ Participates in IEP, 504, and re-entry meetings
- ☐ Contacts appropriate clinical consultants (PCP, dentist, etc.) in a timely manner
- ☐ Works with staff/ administration to develop strategies to minimize students time out of class
- ☐ Attends school health related professional development programs
- ☐ Utilizes evidence-based research to guide clinical practice
- ☐ Shares clinical updates and experiences with colleagues
- ☐ Provides health-related presentations for school staff upon need or request
- ☐ Provides student education/trainings as appropriate
- ☐ Implements health promotion programs based on needs assessment of student population
- ☐ Timely discussion with students and parents regarding the Wellness Policy and health issues

☐ On Target ☐ Needs Improvement ☐ Unsatisfactory ☐ Not Observed

### Standard II: Teaching All Students

- ☐ Provides appropriate instruction to student/ staff on health issues
- ☐ Updates EHR to reflect current health conditions/ 'alerts'
- ☐ Maintains current immunization compliance for all students
- ☐ Protects privacy and confidentiality of students PHI
- ☐ Interacts with students, parents/ guardians, families and colleagues in a positive and respectful manner
- ☐ IHCP clearly communicates plan for students with chronic health conditions
- ☐ Collaborates with appropriate staff and advocates for all students with social-emotional needs
- ☐ Utilizes diverse communication measures for all students

- ☐ Consistently assists students to achieve optimal level of wellness via formal/ informal education
- ☐ Developmentally/ culturally appropriate educational materials shared with students and families
- ☐ Coordinates individual/group activities to promote health and prevent disease
- ☐ Offers small group educational programs for students with similar health conditions
- ☐ Encourages students to participate in health promoting activities
- ☐ Is understanding and sensitive to cultural/religious beliefs and values when interacting with students and families

☐ On Target ☐ Needs Improvement ☐ Unsatisfactory ☐ Not Observed

### **Standard III: Family and Community Engagement**

- ☐ Communicates in a timely manner with parents/ guardians regarding significant acute injury or illness
- ☐ Interactions, interventions and health outcomes are documented in the EHR
- ☐ Cultural awareness, sexual orientation and economic diversity is reflective in practice
- ☐ Informs parents/ guardians of required immunizations, physical exam and health screenings
- ☐ Utilizes translation services to ensure effective verbal and written communication with students and families
- ☐ Attends Know Your School Night and other school events to meet parents
- ☐ Accommodates parent/ guardian visits during the school day to discuss student health concerns
- ☐ Includes families/caregivers and students in the development of an IHCP
- ☐ Contributes to school newsletter with timely health information
- ☐ Demonstrates positive and respectful interactions with families
- ☐ Responds promptly to parent calls and other requests for information

☐ On Target ☐ Needs Improvement ☐ Unsatisfactory ☐ Not Observed

### **Standard IV: Professional Culture**

- ☐ Excellent attendance
- ☐ Fulfills professional requirements in a punctual and reliable manner
- ☐ Demonstrates professional demeanor in words, actions, and appearance
- ☐ Communicates with nursing colleagues and other health care providers to establish best practices
- ☐ Completes all mandated training programs yearly (Concussions, Restraints, etc.)
- ☐ Meets and collaborates with school staff to discuss health needs of students as appropriate
- ☐ Maintains all MA school nurses license requirements (BORN, DESE)
- ☐ Provides appropriate education and supervision when delegating nursing activities
- ☐ Attends Professional Development Days and Nurse Staff Meetings as required
- ☐ Seeks support from Nursing Administration when dealing with complex student/ family/ staff issues
- ☐ Analyzes health office data to determine trends and strategies for improving outcomes
- ☐ Establishes goals in conjunction with district goals related to student needs
- ☐ Develops evidence-based interventions to achieve student and professional practice goals
- ☐ Maintains an organized record of CEUs and PDPs
- ☐ Responds to medical emergencies and delegates appropriately
- ☐ Develops Emergency Action Plans for teachers to meet student needs for before and after school activities

☐ On Target ☐ Needs Improvement ☐ Unsatisfactory ☐ Not Observed

### Observation Feedback

*Provide notes and judgments made during the observation resulting in targeted and constructive feedback.  
It may include examination of artifacts of practice; attach if appropriate.*

For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must: (1) describe the basis for the Evaluator's judgment; (2) describe actions the Educator should take to improve his/her performance; (3) identify support and/or resources the Educator may use in his/her improvement; and (4) state that the Educator is responsible for addressing the need for improvement.

- ☐ Check here if this observation results in one or more standards judged to be unsatisfactory or needs improvement for the first time. If so, it must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

Signature of Evaluator \_\_\_\_\_ Date Completed: \_\_\_\_\_  
Signature of Educator\* \_\_\_\_\_ Date Received: \_\_\_\_\_

\* Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Report Form.

# Nurse Educator Plan Form

Educator- Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 Evaluator- Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 School(s): \_\_\_\_\_

Educator Plan: ☐ Self-Directed Growth Plan ☐ Directed Growth Plan  
☐ Developing Educator Plan ☐ Improvement Plan

Plan Duration: ☐ 2-Year ☐ One-Year ☐ Less than a year \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

☐ **Goal Setting Form with final goals is attached to the Educator Plan.**

Some activities may apply to the pursuit of multiple goals or types of goals (student learning or professional practice). Attach additional pages as necessary.

<b>Student Learning Goal(s): Planned Activities</b> <i>Describe actions the educator will take to attain the student learning goal(s).                      Activities may apply to individual and/or team. Attach additional pages as needed.</i>		
Action	Supports/Resources from School/District <sup>1</sup>	Timeline or Frequency

<b>Professional Practice Goal(s): Planned Activities</b> <i>Describe actions the educator will take to attain the professional practice goal(s). Activities may apply to individual and/or team. Attach additional pages as needed.</i>		
Action	Supports/Resources from School/District <sup>2</sup>	Timeline or Frequency

This Educator Plan is “designed to provide educators with feedback for improvement, professional growth, and leadership,” is “aligned to statewide Standards and Indicators in 603 CMR 35.00 and local Performance Standards,” and “is consistent with district and school goals.” (See 603 CMR 35.06 (3)(d) and 603 CMR 35.06(3)(f).)

Signature of Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

\*Signature of Educator: \_\_\_\_\_ Date: \_\_\_\_\_

\* As the evaluator retains final authority over goals to be included in an educator's plan (see 603 CMR 35.06(3)(c)), the signature of the educator indicates that he or she has received the Goal Setting Form with the “Final Goal” box checked, indicating the evaluator's approval of the goals. The educator's signature does not necessarily denote agreement with the goals. Regardless of agreement with the final goals, signature indicates recognition that “It is the educator's responsibility to attain the goals in the plan and to participate in any trainings and profession.

<sup>2</sup> Must identify means for educator to receive feedback for improvement per 603 CMR 35.06(3)(d)



## Nurse Educator Response Form

Educator—Name/Title: \_\_\_\_\_

Evaluator—Name/Title: \_\_\_\_\_

School(s): \_\_\_\_\_

**Response to: (check all that apply)**

- ☐ Educator Plan, including goals and activities
- ☐ Evaluator collection and/or analysis of evidence
- ☐ Formative Assessment or Evaluation Report
- ☐ Summative Evaluation Report
- ☐ Other: \_\_\_\_\_

**Educator Response**  
*Attach additional pages as needed*

Signature of Educator: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Attachment(s) included

## Nurse Educator Self-Assessment Form

Educator—Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator—Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

School(s): \_\_\_\_\_

### **Part 1: Analysis of Student Learning, Growth, and Achievement**

*Briefly summarize areas of strength and high-priority concerns for students under your responsibility for the upcoming school year. Cite evidence such as results from available assessments. This form should be individually submitted by educator, but Part 1 can also be used by individuals and/or teams who jointly review and analyze student data. 603 CMR 35.06 (2)(a)1*

Team, if applicable: \_\_\_\_\_

List Team Members below:

_____	_____
_____	_____
_____	_____

## Part 2: Assessment of Practice Against Performance Standards

*Citing your district's performance rubric, briefly summarize areas of strength and high-priority areas for growth. Areas may target specific Standards, Indicators, or Elements, or span multiple Indicators or Elements within or across Standards. The form should be individually submitted by educator, but Part 2 can also be used by teams in preparation for proposing team goals.*

**603 CMR 35.06 (2)(a)2**

List Team Members below:

_____	_____
_____	_____
_____	_____

Signature of Educator: \_\_\_\_\_ Date: \_\_\_\_\_

\*Signature of Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

\* The evaluator's signature indicates that he or she has received a copy of the self-assessment form and the goal setting form with proposed goals. It does not denote approval of the goals.

## Nurse Educator Formative Assessment Report Form

Educator—Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator- Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

School(s): \_\_\_\_\_

Artifacts Received Yes ☐ No ☐ Date: \_\_\_\_\_

### Assessing<sup>3</sup>:

☐ Progress toward attaining goals ☐ Performance on Standards ☐ Both

#### Progress Toward Student Learning Goal(s)

*Attach additional pages as needed.*

☐ Did not meet ☐ Some progress ☐ Significant Progress ☐ Met ☐ Exceeded

Rationale, evidence, and feedback for improvement:

#### Progress Toward Professional Practice Goal(s)

*Attach additional pages as needed.*

☐ Did not meet ☐ Some progress ☐ Significant Progress ☐ Met ☐ Exceeded

Rationale, evidence, and feedback for improvement:

<sup>3</sup> As per 603 CMR 35.02 and 603 CMR 35.06(5), formative assessment shall mean the process used to assess progress towards attaining goals set forth in educator plans, performance on performance standards, or both.

### Performance on Each Standard

*Describe performance and feedback for improvement.*

#### I: Curriculum, Planning, & Assessment

☐ On Target to achieve Proficiency or above ☐ Not on Target to achieve Proficiency or above

#### II: Teaching All Students

☐ On Target to achieve Proficiency or above ☐ Not on Target to achieve Proficiency or above

#### III: Family & Community Engagement

☐ On Target to achieve Proficiency or above ☐ Not on Target to achieve Proficiency or above

#### IV: Professional Culture

☐ On Target to achieve Proficiency or above ☐ Not on Target to achieve Proficiency or above

**Overall Formative Assessment:** ☐ On Target-Continue Plan ☐ Not on Target-Change Plan (check one)  
☐ Improvement Plan  
☐ Directed Growth Plan  
☐ Self-directed Plan

The educator shall have the opportunity to respond in writing to the formative assessment as per 603 CMR 35.06(5)(c) on the Educator Response Form.

Signature of Evaluator \_\_\_\_\_ Date Completed: \_\_\_\_\_  
Signature of Educator\* \_\_\_\_\_ Date Received: \_\_\_\_\_

\* Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Report Form.

# Nurse Educator Summative Evaluation Report Form

Educator—Name/Title: \_\_\_\_\_

Evaluator—Name/Title: \_\_\_\_\_

School(s): \_\_\_\_\_

Current Plan: ☐ Self-Directed Growth Plan ☐ Directed Growth Plan  
☐ Developing Educator Plan ☐ Improvement Plan

## Progress Toward Student Learning Goal(s)

*Attach additional pages as needed.*

☐ Did not meet ☐ Some progress ☐ Significant Progress ☐ Met ☐ Exceeded

Rationale, evidence, and feedback for improvement:

## Progress Toward Professional Practice Goal(s)

*Attach additional pages as needed.*

☐ Did not meet ☐ Some progress ☐ Significant Progress ☐ Met ☐ Exceeded

Rationale, evidence, and feedback for improvement:

### Rating on Each Standard

**I: Curriculum, Planning,  
& Assessment**

☐ Unsatisfactory   ☐ Needs Improvement   ☐ Proficient   ☐ Exemplary

Rationale, evidence, and feedback for improvement:

**II: Teaching All  
Students**

☐ Unsatisfactory   ☐ Needs Improvement   ☐ Proficient   ☐ Exemplary

Rationale, evidence, and feedback for improvement:

**III: Family/Community  
Engagement**

☐ Unsatisfactory   ☐ Needs Improvement   ☐ Proficient   ☐ Exemplary

Rationale, evidence, and feedback for improvement:

**IV: Professional  
Culture**

☐ Unsatisfactory   ☐ Needs Improvement   ☐ Proficient   ☐ Exemplary

Rationale, evidence, and feedback for improvement:

Overall Performance Rating			
<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary
<u>Rationale, evidence, and feedback for improvement:</u> <div style="height: 300px; border: 1px solid black; margin-top: 5px;"></div>			
Plan Moving Forward			
<input type="checkbox"/> Self-Directed Growth Plan	<input type="checkbox"/> Directed Growth Plan	<input type="checkbox"/> Improvement Plan	<input type="checkbox"/> Developing Educator Plan

**The educator shall have the opportunity to respond in writing to the summative evaluation as per 603 CMR 35.06(6) on the Educator Response Form.**

Signature of Evaluator \_\_\_\_\_ Date Completed: \_\_\_\_\_

Signature of Educator\* \_\_\_\_\_ Date Received: \_\_\_\_\_

\* Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Report Form.



**APPENDIX 3**  
**NEW PLAN -- NEW SETTLED BENEFIT SUMMARY -- [C]**  
**JULY 1, 2017**

BENEFIT	CITY OF WORCESTER DIRECT	CITY OF WORCESTER ADVANTAGE		BCBS NETWORK BLUE NEW ENGLAND	BCBS BLUE CARE ELECT PREFERRED Those Residing out of New England only	
		Tier 1	Tier 2		In Network	Out of Network
Deductible	\$400 Ind/\$800 Fam	\$500 Ind/\$1,000 Fam		\$500 Ind/\$1,000 Fam	\$500 Ind/\$1,000 Fam	
Out of Pocket Maximum	\$5,000 Ind/\$10,000 Fam - Med \$2,000 Ind/\$4,000 Fam - Rx	\$5,000 Ind/\$10,000 Fam - Med \$2,000 Ind/\$4,000 Fam - Rx		\$5,000 Ind/\$10,000 Fam - Med \$2,000 Ind/\$4,000 Fam - Rx	\$5,000 Ind/\$10,000 Fam - Med \$2,000 Ind/\$4,000 Fam - Rx	
Wellness Visit	\$0	\$0		\$0	\$0	20% co-insurance after deductible
PCP Office Visit	\$20	\$20	\$25	T1: \$20 T2: \$30 T3: \$40	\$40	20% co-insurance after deductible
Specialist Visit	\$35	\$40	\$50	\$50	\$50	20% co-insurance after deductible
Prescriptions	Retail = \$10/\$30/\$60 30-Day Supply **Mail-away = \$25/\$75/\$180 90-Day Supply	Retail = \$10/\$30/\$60 30-Day Supply **Mail-away = \$25/\$75/\$180 90-Day Supply		Retail = \$10/\$30/\$60 30-Day Supply **Mail-away = \$25/\$75/\$180 90-Day Supply	Retail = \$10/\$30/\$60 30-Day Supply **Mail-away = \$25/\$75/\$180 90-Day Supply	
Inpatient Hospital	\$275 after deductible	\$275 after deductible	\$750 after deductible	T1: \$275 - no deductible T2: \$500 T3: \$1,000 after deductible	10% co-insurance after deductible	30% co-insurance after deductible
Outpatient Surgery	\$250 after deductible	\$250 after deductible	\$500 after deductible	Surgical day care facility - T1: \$250 - no deductible T2: \$250 T3: \$750 Ambulatory surgical facility - \$150 after deductible	Office setting \$35 Ambulatory surgical facility \$500 per admits after deductible	20% co-insurance after deductible
Diagnostic Services Lab, X-ray, etc.	Covered in full after deductible	Covered in full after deductible		Covered in full after deductible	10% co-insurance after deductible	10% co-insurance after deductible
CT scans, MRIs, PET scans Hospital Setting	\$50 (non-hospital setting) or \$100 (hospital setting) for MRIs, PET, and CT scans after deductible	\$50 (non-hospital setting) or \$100 (hospital setting) for MRIs, PET, and CT scans after deductible		T1: \$100 T2: \$100 T3: \$500 after deductible	10% co-insurance after deductible	30% co-insurance after deductible
Short-term Rehab: Outpatient, OT, PT	\$20 co-pay 60 visits per plan year after deductible	\$25 co-pay 60 visits per plan year after deductible		\$40 co-pay 60 visits per CY	\$40 co-pay 100 visits per CY no deductible	20% co-insurance 100 visits per CY after deductible
Skilled Nursing	Covered in full Up to 100 days per plan year after deductible	Covered in full Up to 100 days per plan year after deductible		Covered in full Up to 100 days per CY	10% co-insurance Up to 100 days per CY after deductible	30% co-insurance Up to 100 days per CY after deductible
Chiropractor	\$20 co-pay 12 visits per plan year	\$25 co-pay 12 visits per plan year		\$40 co-pay	\$40 co-pay	20% co-insurance after deductible
Outpatient Mental Health	\$20 co-pay	\$20 co-pay		\$20 co-pay	\$40 co-pay	20% co-insurance after deductible
Durable Medical Equipment (wheelchairs, crutches, etc.)	20% co-insurance after deductible	20% co-insurance after deductible		20% co-insurance	20% co-insurance	40% co-insurance after deductible
ER Visit - Waived if Admitted	\$150	\$150		\$150	\$150	\$150
Ambulance	Covered in full if medically necessary or when ordered by a physician after deductible	Covered in full if medically necessary or when ordered by a physician after deductible		Covered in full if medically necessary or when ordered by a physician no deductible	Emergency: 10% co- insurance - no deductible. Medically necessary: 10% co-insurance after deductible	Emergency: 10% co- insurance - no deductible. Medically necessary: 30% co-insurance after deductible
<b>PREMIUM RATES</b> Mo. Prem. Indiv/Fam	\$526.23/\$1,337.06	\$657.32/\$1,632.00		\$775.88/\$2,005.93	\$875.75/\$2,264.40	
Employee Weekly Cost	Ind: \$30.36 Fam: \$77.14	Ind: \$37.92 Fam: \$94.15		Ind: \$44.76 Fam: \$115.73	Ind: \$50.52 Fam: \$130.64	
Monthly Cost	Ind: \$131.56 Fam: \$334.27	Ind: \$164.33 Fam: \$408.00		Ind: \$193.97 Fam: \$301.48	Ind: \$218.94 Fam: \$566.10	

\*This is a brief summary of some of the benefits offered. Additional details can be found in the complete plan descriptions.

\*\*Mandatory mail-away for maintenance drugs, or 90-day at retail for maintenance drugs; however, only allowed at CVS pharmacies.

Effective July 1, 2017

**NEWLY SETTLED [C]**

Blue Care Elect Preferred (PPO) - \$40PCP/\$50SP IN/20% co-insurance after deductible OON (PCP & SP), \$10/\$30/\$60 Ret Rx; \$25/\$75/\$180 MO Rx  
 Network Blue New England - \$20/\$30/\$40PCP/\$50SP, \$10/\$30/\$60 Ret Rx; \$25/\$75/\$180 MO Rx, \$150 ER, \$250/\$250/\$750 OP\*, \$275/\$500/\$1,000 IP\*  
 City of Worcester Advantage - \$20/\$25PCP/\$40/\$50, \$10/\$30/\$60 Ret Rx; \$25/\$75/\$180 MO Rx, \$150 ER, \$250/\$500 OP\*, \$275/\$750 IP\*  
 City of Worcester Direct - \$20PCP/\$35SP, \$10/\$30/\$60 Ret Rx; \$25/\$75/\$180 MO Rx, \$150 ER, \$250 OP\*, \$275 IP\*

	Monthly Premium	City Share %	Monthly City Share	Monthly Employee Share	Weekly Deduction	Bi-Weekly Deduction	Semi Monthly Deduction	COBRA RATES
<b>BCBS Blue Care Elect Preferred (PPO) - For out of New England members only</b>								
Individual	\$875.75	75%	\$656.81	\$218.94	\$50.52	\$101.05	\$109.47	\$893.27
Family	\$2,264.40	75%	\$1,698.30	\$566.10	\$130.64	\$261.28	\$283.05	\$2,309.69
<b>BCBS Network Blue New England</b>								
Individual	\$775.88	75%	\$581.91	\$193.97	\$44.76	\$89.52	\$96.99	\$791.40
Family	\$2,005.93	75%	\$1,504.45	\$501.48	\$115.73	\$231.45	\$250.74	\$2,046.05
<b>City of Worcester - DIRECT - HMO</b>								
Individual	\$526.23	75%	\$394.67	\$131.56	\$30.36	\$60.72	\$65.78	\$536.75
Family	\$1,337.06	75%	\$1,002.80	\$334.27	\$77.14	\$154.28	\$167.13	\$1,363.80
<b>City of Worcester Advantage - HMO</b>								
Individual	\$657.32	75%	\$492.99	\$164.33	\$37.92	\$75.84	\$82.17	\$670.47
Family	\$1,632.00	75%	\$1,224.00	\$408.00	\$94.15	\$188.31	\$204.00	\$1,664.44
<b>Altus Dental Option 1 - High</b>								
Employee/Retiree	\$42.66	0%	0	\$42.66	\$9.84	\$19.69	\$21.33	\$43.51
Two Person	\$85.31	0%	0	\$85.31	\$19.69	\$39.37	\$42.66	\$87.02
Family	\$127.87	0%	0	\$127.87	\$29.51	\$59.02	\$63.94	\$130.43
<b>Altus Dental Option 2 - Low</b>								
Employee/Retiree	\$37.36	0%	0	\$37.36	\$8.62	\$17.24	\$18.68	\$38.11
Two Person	\$74.71	0%	0	\$74.71	\$17.24	\$34.48	\$37.36	\$76.20
Family	\$108.02	0%	0	\$108.02	\$24.93	\$49.86	\$54.01	\$110.18
* ONLY Retirees can have a 2-Person Dental Plan								
<b>UnitedHealthcare Vision</b>								
Employee/Retiree	\$5.36	0%	0	\$5.36	\$1.24	\$2.47	\$2.68	\$5.47
Employ/Ret & Dependent	\$10.72	0%	0	\$10.72	\$2.47	\$4.95	\$5.36	\$10.93
Family	\$16.08	0%	0	\$16.08	\$3.71	\$7.42	\$8.04	\$16.40

**UNUM Optional Life Insurance - Age-bands**

You can elect coverage in \$10,000 increments, the lesser of 3x your annual salary or \$500,000.

Calculate premium: Amount elected divided by 1,000, then multiply by the rate = monthly cost.

Employee - Age:	<30	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 - 74
Rate:	\$0.122	\$0.137	\$0.161	\$0.221	\$0.310	\$0.472	\$0.832	\$0.976	\$1.725	\$2.857
Spouse - Age:	<30	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69	70 - 74
Rate:	\$0.092	\$0.107	\$0.131	\$0.191	\$0.280	\$0.442	\$0.802	\$0.946	\$1.695	\$2.827

(\*Listed premiums, plan designs, and contribution rates are subject to changes due to Collective Bargaining or by the authority of the City Manager when applicable.)

**THE FOLLOWING GROUPS ARE COVERED UNDER THIS PLAN:**

Bus Drivers	School Nutrition	COW Exec Mgmt	ALL Non-Represented	Tradesmen
Bus Monitors	Plumbers/Steamfitters	Custodians	52 Week Admin Sec	

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