

Holyoke Nurses Association
and
Holyoke Public Schools

Collective Bargaining Agreement
July 1, 2018 - June 30, 2021

Table of Contents

PART I: INTRODUCTION..... 1

ARTICLE 1: PARTIES AND ASSOCIATION RECOGNITION 1

ARTICLE 3: MANAGEMENT RIGHTS..... 2

ARTICLE 4: CHANGES DURING THE LIFE OF THE AGREEMENT..... 3

ARTICLE 5: DURATION OF AGREEMENT 3

PART II: ASSOCIATION PRIVILEGES and RESPONSIBILITIES4

ARTICLE 6: FAIR PRACTICES 4

ARTICLE 7: PAYMENT OF DUES 4

ARTICLE 8: PAYROLL DEDUCTIONS FOR AGENCY SERVICE FEE..... 4

ARTICLE 9: BUILDING COOPERATION..... 4

ARTICLE 10: PROTECTION OF INDIVIDUAL AND GROUP RIGHTS 5

ARTICLE 11: DISTRIBUTION OF AGREEMENT 5

ARTICLE 12: LEAVE FOR CONFERENCES AND CONVENTIONS 5

ARTICLE 13: GRIEVANCE PROCEDURE..... 5

ARTICLE 14: RESOLUTION BY PEACEFUL MEANS 10

PART III: GENERAL WORKING CONDITIONS11

ARTICLE 15: SCHOOL-BASED DECISION-MAKING 11

ARTICLE 19: HIRING AND PROMOTIONS..... 13

ARTICLE 20: STAFF ASSIGNMENTS 13

ARTICLE 21: DUTY FREE LUNCH..... 14

ARTICLE 22: PROFESSIONAL DEVELOPMENT 14

ARTICLE 23: SENIORITY 14

ARTICLE 24: ADVANCE NOTICE OF RESIGNATION OR RETIREMENT 14

ARTICLE 25: REDUCTION IN FORCE 14

ARTICLE 26: NURSE DISMISSAL AND DISCIPLINE 15

ARTICLE 27: SCHOOL FACILITIES/ HEALTH AND SAFETY 16

PART IV: EVALUATION AND SUPERVISION17

ARTICLE 28: EVALUATION 17

PART V: COMPENSATION: BENEFITS18

| | |
|--|-----------|
| ARTICLE 29: SICK LEAVE | 18 |
| ARTICLE 30: SICK LEAVE ABUSE..... | 18 |
| ARTICLE 31: SICK LEAVE FOR INJURY | 19 |
| ARTICLE 32: MILITARY LEAVE OF ABSENCE..... | 19 |
| ARTICLE 33: ORGANIZED RESERVED FORCES..... | 19 |
| ARTICLE 35: BEREAVEMENT LEAVE..... | 20 |
| ARTICLE 36: LEAVE WITHOUT PAY | 20 |
| ARTICLE 37: RETURN FROM LEAVE OF ABSENCE..... | 21 |
| ARTICLE 38: JURY DUTY..... | 21 |
| ARTICLE 39: HEALTH INSURANCE..... | 21 |
| PART IV: COMPENSATION: SALARIES | 22 |
| ARTICLE 40: PROFESSIONAL COMPENSATION SYSTEM | 22 |
| ARTICLE 41: CAREER LADDER..... | 22 |
| ARTICLE 42: OTHER COMPENSATION | 22 |
| ARTICLE 43: SEVERANCE BENEFIT | 24 |
| ARTICLE 44: METHOD AND TIME OF PAYMENT..... | 25 |

PART I: INTRODUCTION

Central to the vision of the Holyoke Public Schools is the empowerment of individual schools in a decentralized district environment. In the past, common terms and conditions of employment have been centrally negotiated and uniformly applied, regardless of each school's unique needs. Moving forward, local stakeholders will determine the nature and utility of terms and conditions of employment previously set centrally, consistent with the directives of and subject to the approval of the Superintendent.

In addition to school empowerment, several other guiding principles influenced this document.

- **Respect for Educational Support.** This document presents professional policies for working conditions, compensation, and evaluation of nurses.
- **Flexibility to Drive Rapid Student Progress.** This document preserves the ability to make necessary changes quickly for the benefit of improving student outcomes.
- **Effective Use of Resources.** Given the historically tenuous financial circumstances of the District, a conscious effort was made to align scarce resources with educational priorities.

ARTICLE 1: PARTIES AND ASSOCIATION RECOGNITION

The Holyoke School Committee

The parties acknowledge that a Receiver has been appointed for the District, is vested with all the powers of the Superintendent and the School Committee pursuant to G.L. c. 69, §1K, and can exercise all powers granted to the School Committee, District and/or Superintendent herein. Wherever a reference in a collective bargaining agreement is made to the "school committee" or the "superintendent," it will be interpreted to mean the "Receiver."

Holyoke Nurses Association

The Holyoke School Committee recognizes Holyoke Nurses Association as the exclusive bargaining representative for all full-time and regular part-time Registered Nurses and Nurse Practitioners but excluding Certified Nurse Assistants and Licensed Practical Nurses.

ARTICLE 2: DEFINITIONS

- The term "committee" as used in this Agreement means the Holyoke School Committee and the school administrative organization.
- The term "parties" as used in this Agreement refers to the committee and the Association as participants in this Agreement.
- The term "school" as used in this Agreement means any work location or functional division maintained by the school department.

- The term "principal" as used in this Agreement means the responsible administrative heads of their respective schools.
- The term "nurse" and the term "person" as used in this Agreement mean a person employed by the committee in the bargaining unit as described in Article 1.
- The term "Association representative" as used in this Agreement means any qualified designee of the Association.
- Wherever the term "elementary" is used in this Agreement it is to include kindergarten and pre-kindergarten.
- Wherever the singular is used in this Agreement, it is to include the plural.
- The term "administration" as used in this Agreement refers to the Superintendent or any qualified designee of the Superintendent so stated in writing.

ARTICLE 3: MANAGEMENT RIGHTS

Subject only to the limits stated in this Agreement, the Holyoke Nurses Association recognizes that the Holyoke School Committee and the Superintendent retain the exclusive rights to manage its affairs including (but not limited to) the right to determine the means and methods of operation to be carried out, to direct its employees, and to conduct district operations in a safe and efficient manner, implement part time positions at its discretion and outsource positions in whole or in part.

Nothing contained in the collective bargaining agreements shall be construed to limit the rights of the Receiver and/or the Commissioner as provided in G.L. c. 69, § 1K.

The Receiver may outsource work in whole or in part, may transfer bargaining unit work, and may hire and employ part-time employees.

The Receiver may create nontraditional administrative positions in order to operate the district efficiently. Such positions will not be covered by any district collective bargaining agreement.

The Receiver may change work schedules for all bargaining units to mirror the time that schools are in session and offices are open.

The parties recognize and agree that the provisions of this Agreement are intended to be given their full force and effect, while at the same time, they must be construed in accordance with the terms of the Massachusetts Education Reform Act of 1993, the Achievement Gap Act, and any subsequent amendments thereto.

The Superintendent and the School Committee reserve and retain the customary and other rights afforded to them by statute or otherwise.

ARTICLE 4: CHANGES DURING THE LIFE OF THE AGREEMENT

Any changes to provisions of this agreement which the Superintendent deems necessary to maximize the rapid improvement of academic achievement of Holyoke students may be implemented following a ten (10) day consultation period with the union.

This article shall not be subject to arbitration.

ARTICLE 5: DURATION OF AGREEMENT

This agreement is for the term July 1, 2018 through June 30, 2021. The terms and conditions of this collective bargaining agreement shall remain in full force and effect after its expiration while the parties are negotiating for a successor agreement.

PART II: ASSOCIATION PRIVILEGES and RESPONSIBILITIES

The Holyoke Public School District aims to build on the assets of Holyoke students, parents, educators, community members, and partners to create great schools for Holyoke. As a key District partner, the Holyoke Nurses Association is uniquely positioned to be a force for positive change. The District seeks a genuine partnership with the Association and its members to drive rapid improvement in the Holyoke Public Schools.

ARTICLE 6: FAIR PRACTICES

As sole collective bargaining agent, the Association will continue its policy of accepting into voluntary membership all eligible persons in that unit without regard to race, color, religion, sex, age, national origin, physical or mental disability, sexual orientation, gender identity, genetic information, military service, or because of marital, parental, or veteran status. The Association will represent equally all persons without regard to membership, participation in, or activities in, any employee organization. The Committee agrees to continue its policy of not discriminating against any person on the basis of race, color, religion, sex, age, national origin, physical or mental disability, sexual orientation, gender identity, genetic information, military service, or because of marital, parental, or veteran status, or participation in, or association with, the activities of any employee organization.

ARTICLE 7: PAYMENT OF DUES

The Association may secure authorization of payroll deductions for Association dues. Such authorization may be receivable as provided by law. The Committee will request the Treasurer of the City of Holyoke to submit such sums in total to the Association Treasurer.

ARTICLE 8: PAYROLL DEDUCTIONS FOR AGENCY SERVICE FEE

Members of the bargaining unit who are not members in good standing of the Holyoke Nurses' Association may pay to the Holyoke Nurses' Association an agency service fee equal to the amount required to become a member and remain a member in good standing in the Association. Such fee shall be considered commensurate with the cost of collective bargaining and contract administration and subject to verification. This provision is subject to any rules and regulations of the Massachusetts Department of Labor Relations.

ARTICLE 9: BUILDING COOPERATION

The principal shall recognize the Association officers as the official representative of the Association in the school.

The Parties agree that it is important to establish and maintain positive and professional relationships

between the building principals (as chief executives of the buildings) and Association building representatives. The Parties agree to promote healthy cooperation and communication between the principal and the building representative in the interests of encouraging student academic growth.

No nurse shall engage in Association activities during the time he/she is assigned to regular work duties unless given such prior authority by the building principal or senior school management.

ARTICLE 10: PROTECTION OF INDIVIDUAL AND GROUP RIGHTS

Nothing contained herein shall be construed to prevent the Committee, a member of the Committee, or its designated representative from meeting with any nurse for expression of a nurse's views.

Nothing contained herein shall be construed to permit any organization other than the Association to participate in the processing of a grievance.

Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his/her immediate superior or processing a grievance on his/her own behalf in accordance with the grievance procedure.

ARTICLE 11: DISTRIBUTION OF AGREEMENT

The District agrees to assist in the distribution of the Agreement to each member of the bargaining unit presently employed by the Committee and to each new nurse hired by the Committee; the Committee may post a copy of the Agreement online.

ARTICLE 12: LEAVE FOR CONFERENCES AND CONVENTIONS

With the approval of the Superintendent (or designee), nurses may be granted leave with pay to attend conventions of affiliated bodies, educational and clinical conferences or other functions that contribute to the advancement of educational welfare in the City of Holyoke. Additionally, nurses shall receive up to seventy-five dollars (\$75.00) each year, for reimbursement of CEU courses.

ARTICLE 13: GRIEVANCE PROCEDURE

It is the intent of the parties to the Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between the Association or a member or members of the bargaining unit and the District. In recognition of this intent, the parties agree that they shall use the procedure set forth in this Article for the resolution, strictly pursuant to the terms of this Agreement, of all disputes involving alleged violations of specific provisions of this Agreement, provided however, that disputes involving school based decision making and other subject matter identified in Section 5 of this Article shall be resolved solely pursuant to the provisions of Section 7 of this Article. In order to settle

grievances at the lowest possible administrative level, the organization and procedure for processing grievances shall be as follows:

Section 1: The term "grievance" shall be construed to mean an express violation of a written provision of this Agreement. Any event which occurred or failed to occur prior to the effective date of this agreement shall not be subject to the grievance and arbitration provision.

Section 2: The grievance shall be submitted in writing to the building principal within 30 days of the alleged violation and shall identify with specificity the provision(s) of the Agreement alleged to have been violated.

Section 3: An aggrieved nurse shall first discuss the dispute with his/her principal either directly or accompanied by the Association representative with the objective of resolving the matter informally. The principal shall communicate his/her decision to the employee within five (5) school days after receiving the complaint.

Section 4: If the decision of the principal is not satisfactory (or if a decision was not rendered within the time specified), the aggrieved may appeal it within five (5) school days to the Superintendent or his designee. The Superintendent or his designee shall arrange a meeting within five (5) school days from the date of receiving the grievance and shall give his/her decision within five (5) school days of such meeting. Said decisions shall be in writing. If the matter is not satisfactorily handled (or if a decision has not been rendered by the Superintendent or his designee), then where applicable the grievance may be processed as indicated below.

Section 5: Dispute resolution processes

The following table outlines processes to be used (i.e., arbitration, mediation, hybrid approach, or not applicable) to resolve disputes arising out of the enumerated articles:

| Introductions of Each Section | | Mediation |
|---|---|-------------|
| Part I: Introduction | | |
| Article 1: | Parties and Association Recognition | Arbitration |
| Article 2: | Definitions | Arbitration |
| Article 3: | Management Rights | N/A |
| Article 4: | Changes during the Life of the Agreement | N/A |
| Article 5: | Duration of Agreement | Arbitration |
| Part II: Association Privileges and Responsibilities | | |
| Article 6: | Fair Practices | Arbitration |
| Article 7: | Payment of Dues | Arbitration |
| Article 8: | Payroll Deduction for Agency Service Fee | Arbitration |
| Article 9: | Building Cooperation | Arbitration |
| Article 10: | Protection of Individual and Group Rights | Arbitration |
| Article 11: | Distribution of Agreement | Arbitration |
| Article 12: | Leave for Conferences and Conventions | Arbitration |

| | | |
|---|--|---------------|
| Article 13: | Grievance Procedure | Mediation |
| Article 14: | Resolution by Peaceful Means | Arbitration |
| Part III: General Working Conditions | | |
| Article 15: | School-based Decision-making | Hybrid** |
| | <i>**“Changes to School Operational Plans throughout the Year” and “Areas for School-based Decision-making”: Mediation; all else N/A</i> | |
| Article 16: | Work Year | Mediation |
| Article 17: | Work Day | Mediation |
| Article 18: | Academic Calendar | Mediation |
| Article 19: | Hiring and Promotions | Hybrid** |
| | <i>**Posting procedure only subject to Arbitration; all else Mediation</i> | |
| Article 20: | Assignments | Mediation |
| Article 21: | Duty Free Lunch | Arbitration |
| Article 22: | Professional Development | Mediation |
| Article 23: | Seniority | Hybrid** |
| | <i>**Creation and accuracy of seniority list subject to Arbitration; all else mediation</i> | |
| Article 24: | Advance Notice of Resignation or Retirement | Mediation |
| Article 25: | Reduction in Force | N/A |
| Article 26: | Dismissal and Discipline | Hybrid** |
| | <i>**Nurse Dismissal: Statute: all other nurse discipline: Arbitration</i> | |
| Article 27: | School Facilities/Health and Safety | Arbitration |
| Part IV: Evaluation and Supervision | | |
| Article 28: | Evaluation | Arbitration** |
| | <i>**Under the standards set forth in the evaluation document</i> | |
| Part V: Compensation: Benefits | | |
| Article 29: | Sick Leave | Arbitration |
| Article 30: | Sick Leave Abuse | Arbitration |
| Article 31: | Sick Leave for Injury | Arbitration |
| Article 32: | Military Leave of Absence | Arbitration |
| Article 33: | Organized Reserved Forces | Arbitration |
| Article 34: | Personal Leave | Arbitration |
| Article 35: | Bereavement Leave | Arbitration |
| Article 36: | Leave without Pay | Arbitration |
| Article 37: | Return from Leave of Absence | Arbitration |
| Article 38: | Jury Duty | Arbitration |
| Article 39: | Health Insurance | Mediation |
| Part VI: Compensation: Salaries | | |
| Article 40: | Professional Compensation System | Mediation |
| Article 41: | Career Ladder | Hybrid** |

| | | |
|-------------|---|-------------|
| | <i>**Explicit salary commitment from Human Resources: Arbitration; all else Mediation</i> | |
| Article 42: | Other Compensation | Mediation |
| Article 43: | Severance Pay | Arbitration |
| Article 44: | Method and Time of Payment | Mediation |

Section 6: Arbitration

A grievance dispute which was not resolved at the level of the Superintendent under the grievance procedure may be submitted by the Association to arbitration. The proceeding may be initiated by filing with the Superintendent and the American Arbitration Association a request for arbitration. The notice shall be filed within ten (10) school days after receipt of the decision of the Superintendent or his designee under this Grievance Procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding. The arbitrator shall issue his/her decision no later than thirty (30) days from the date of the close of the hearings or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator.

The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issued submitted. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be accepted as initialed by the parties to the dispute, and both will abide by it. The arbitrator's fee will be shared equally by the parties of the dispute. The Superintendent agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance, and the Association agrees that it will not bring or continue, and that it will not represent an employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator. In rendering a decision, the arbitrator shall have no authority to add to, detract from, alter or amend the agreement in any way and shall have no authority to render an award with respect to matters of inherent managerial rights or other rights granted to the Superintendent and/or School Committee or Receiver by statute.

Any underlying act or omission that results in a grievance shall have occurred while the Agreement was in effect in order to be processed to arbitration.

Section 7: Mediation

A grievance alleging a violation of one of the articles identified as subject to mediation may be filed under the provisions of sections 1 through 4 of this Article. If the grievance is not resolved after presentation at step 4, mediation of the grievance may be initiated in accordance with the following provisions.

- A. Within 10 days of receipt of the decision at step 4, the Association may demand mediation of the dispute. Within forty (40) days of the demand for mediation the parties shall meet for the purpose of mediation. The mediations shall take place at the District Administration Building. The parties agree to maintain a list of mutually agreed upon mediators to be assigned grievances on a rotating basis. The parties agree to review their list annually, or more often if requested by either party, and adjust the list as mutually agreed upon by the parties.
- B. The mediator selected by the parties shall be assigned to mediate on the same day a minimum of four grievances unless otherwise agreed by the parties. If one of the above mediators is unable to schedule a mediation conference within forty (40) days from the receipt of the

appeal, it will be referred to the next mediator in line. The fees and expenses of the mediators shall be shared equally by the parties.

- C. Mediation is an informal, off-the-record process in which the parties are free to disclose to the mediator the essence of the dispute without detriment to their legal position. Confidential information disclosed to a mediator in the course of the mediation shall not be divulged by the mediator. All records, reports, or other documents received by the mediator while serving in that capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversarial proceeding or judicial forum. The parties shall maintain the confidentiality of the mediation and shall not rely on or introduce as evidence in any arbitral, judicial or other proceeding:
 - a. Views expressed or suggestions made by another party with respect to a possible settlement of the dispute;
 - b. Admissions made by another party in the course of the mediation proceeding;
 - c. Proposals made or views expressed by the mediator; or
 - d. The fact that another party had or had not indicated willingness to accept a proposal for settlement made by the mediator.
- D. The mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute.
- E. Mediation shall conclude in one of the following ways:
 - a. By the execution of a settlement agreement by the parties; or
 - b. By a written declaration of the mediator, a party, or the parties to the effect that the mediation proceedings are concluded.

Section 8: Miscellaneous Provisions

All appeals within Section 1 through 5 of this article must be taken within seven (7) calendar days of a decision. Failure to process a dispute within the allotted time shall result in the waiver of the grievance.

Time limits specified in these procedures may be extended in any specific instance in writing by mutual agreement.

The Association shall have the right to initiate and process grievances at any appropriate steps which are, in its judgment, general in nature.

Any aggrieved person may be represented at all meetings and at all hearings at all steps in the procedures by the Association representative or by any other nurse of his/her choosing provided, however, that the aggrieved may not be represented by any officer, agent, or other representative of any other nurse organization other than the Association.

When a nurse does not wish to be represented in the grievance procedures by the Association, the Association will have the right to be present at all steps and to state its views.

No individual who does not represent the Association may act as a representative of any other nurse on more than one occasion.

If hearings are held during school hours, the aggrieved and members of the Grievance Committee of the Association may attend without loss of pay. The time of the hearings shall be held at the discretion of the arbitrator; the arbitrator shall obtain the Superintendent's approval for the time of hearing.

The Association agrees that it will set up a Grievance Committee not to exceed three (3) members.

Both the Superintendent and the Association shall have the right to legal assistance and/or stenographic assistance at all hearings, at their respective expense.

The Introduction and the narratives in each section of this document shall not subject to the provisions of this article.

ARTICLE 14: RESOLUTION BY PEACEFUL MEANS

The Association and Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Association, in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered it, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement, or by policy, practice, directive or tradition.

PART III: GENERAL WORKING CONDITIONS

The District has empowered school communities to make decisions at the school level in return for accountability for results. To maximize the likelihood of success, each school must be permitted to implement programs that meet the needs of its students and community. Through a school-based decision-making process, each school will define the staff working conditions necessary for student success.

School leadership teams will create and publish annual “school operational plans” which will outline working conditions of staff in the building. Such operational plans will be subject to the Superintendent’s review and approval.

ARTICLE 15: SCHOOL-BASED DECISION-MAKING

Each school will implement an annual school-based decision-making process. The parties intend maximum flexibility in school operations under this article. The Superintendent shall have sole and final authority to resolve any dispute related to the implementation or execution of a school operational plan.

Changes to School Operational Plans throughout the Year

Once the annual operational plan is developed for a specific school, that document is presumed to govern nurse working conditions at the school for the following school year. Principals may submit a request to the Superintendent to alter their operational plans during a school year. The Superintendent will have sole and final authority in approving any school year modifications to school operational plans.

Areas for School-based Decision-making

The following items shall be determined at the school level and included in each school’s annual school operational plan:

- Allocation of discretionary funds made available by the principal, including in areas such as:
 - Wraparound services for students and families
 - After-school programs
 - School supplies
- School curriculum issues
- Professional development activities applicable to the school as a body
- School calendar
- Schedule for staff and students, provided that nurse will continue to receive duty-free lunch
- Scheduling of school-wide parent/nurse meetings
- Work before and/or after the regular school year
- Notices and announcements
- School health and safety issues
- Staff dress code
- Rotation of duties
- Class size
- Bulletin boards
- Other items as designated by the Superintendent provided there is no material conflict with other provisions of this document

The Superintendent retains final authority over school-based decision-making and his determination shall be final.

Each school will implement a school-based decision-making process to engage school employees in the development of the school's operational plans.

ARTICLE 16: WORK YEAR

The work year will be determined as part of each school's operational plan and will be made public around April 15th of the preceding school year or later as determined by the Superintendent.

The student instructional year will be a minimum of 180 days, and each PK-8 school's program shall be a minimum of 1330 student contact hours per school year. The Receiver/Superintendent may approve deviations to this provision with reasonable justification.

Beginning the 2018-2019 school year, nurses shall be scheduled to work up to 1,405 hours per school year. Approximately fifty-five (55) hours per year will be used for professional development, events outside of regularly scheduled hours, and monthly meetings as determined by the Chief of Pupil Services or designee. All nurses scheduled to work more than 1,405 hours in a school year shall be eligible for a stipend as determined by Article 40: Compensation; no nurse shall be required to work more than 1,740 hours in a school year.

ARTICLE 17: WORK DAY

As exempt employees, nurses shall devote the time required, consistent with school operational plans and directives and authorization from school principals, to achieve and maintain high quality education in the Holyoke Public Schools.

The work day will be determined as part of each school's operational plan and will be made public by April 15th of the preceding school year or later as determined by the Superintendent.

ARTICLE 18: ACADEMIC CALENDAR

The Receiver/Superintendent will establish a baseline school calendar each year that may include student start date, school vacations and holidays. The Receiver/Superintendent may alter the academic calendar each year as needed. School and professional development sessions will not be held on state and federal holidays. However, supplementary academic programs, including Vacation Academies, may be held on these days.

The Receiver/ Superintendent will determine the amount of professional development days that are reserved for district wide and school professional development.

ARTICLE 19: HIRING AND PROMOTIONS

In filling positions, principals have the authority to select the best qualified staff from both internal and external candidates without regard to seniority.

Nurses shall be entitled to apply for open positions for which they are certified, by application to the building principal within ten days of the posting which identifies the position for which application is made.

For all open positions, the job description and qualifications, including appropriate certification, duties, requirements, salary and other pertinent information relating to the position shall be posted on the School Department's web page and other sites as determined by Human Resources. The parties agree that a grievance alleging a failure related to the posting requirement (i.e., posting procedure) shall be subject to the grievance and arbitration provisions of this Agreement, but that all other disputes arising from this Article shall be resolved through the Agreement's mediation process.

Candidates shall be required to submit a formal application online.

ARTICLE 20: STAFF ASSIGNMENTS

Nurses may express, in writing, to the Chief of Pupil Services (or designee) their preferences of grade level, position, department assignment. Preferences will be given consideration in preparing the organizational chart for the following year.

The parties acknowledge there are various ways a nurses can have his/her assignment changed. The rest of this article is to outline the differences and respective procedures.

- Section 1 Voluntary Transfers
Bargaining unit members may apply to vacant positions that are posted and the Employer shall follow the provisions of Article 26.
- Section 2 Ongoing Transfer Request
Should a bargaining unit member desire a change in an assignment, he/she may notify the Chief of Pupil Services and Director of Health, Wellness, and Nursing.
- Section 3 Involuntary Transfer
Involuntary transfers occur based on the operational and/or educational needs of the school district as determined by the Superintendent or his/her designee. In the event that an involuntary transfer creates an unforeseen hardship, that bargaining unit member may request a meeting with the Pupil Services department to discuss and review the circumstances. The Pupil Services department shall make a reasonable effort to assist when a hardship arises.

Section 4 Displacement

An employee may be displaced from his/her current assignment as a result of programmatic changes and/or changes in building staffing. The Superintendent or his/her designee has the right to reassign those who have been displaced from their positions. In the event that a displacement creates an unforeseen hardship, that employee may request a meeting with the pupil services department to discuss and review the circumstances. The pupil services department shall make a reasonable effort to assist when a hardship arises.

ARTICLE 21: DUTY FREE LUNCH

Each nurse will be provided with an unpaid thirty (30) minute duty free lunch period. All lunch periods will be consecutive. Nurses shall stay in the building during their lunch period.

ARTICLE 22: PROFESSIONAL DEVELOPMENT

Professional development programs generally will be determined by the Pupil Services Department. There will be occasions however where the Superintendent may require District-wide professional development.

Subject to the operating needs of the Department and further to the staffing requirements of the same, reasonable time off with pay may be granted to nurses to attend professional, educational, clinical conferences, and/or workshops; such time to be at the discretion of the Superintendent or his/her designee. Employees shall receive a maximum of seventy-five dollars (\$75.00) per year, for reimbursement of CEU courses.

ARTICLE 23: SENIORITY

The Holyoke Public Schools shall prepare a seniority list which indicates the date on which all members of the bargaining unit were hired. Upon request, the Association shall be supplied with the list which shall be kept current.

ARTICLE 24: ADVANCE NOTICE OF RESIGNATION OR RETIREMENT

Nurses are expected to give ninety (90) days' advance notice of resignation and/or retirement from the school system.

ARTICLE 25: REDUCTION IN FORCE

The Superintendent has the right to lay off nurses and other district staff due to reductions in force or

reorganizations resulting from declining enrollment or other budgetary or operational reasons. The Superintendent will establish the selection criteria for layoffs of nurses and other district staff. Such selection criteria may include, but are not limited to qualifications, licensure, work history (including elements such as discipline, attendance, evaluations, etc.), multiple measures of student learning, operational need and the best interests of the students. Where all other factors are equal, seniority may be used as the deciding factor.

The Superintendent has the right to reassign nurses and other staff who have been displaced from their positions. After discussion with the affected staff member, the nurse or staff member may be assigned to any open position for which he or she is qualified. If the nurse or staff member is not assigned to a mutually agreeable position, the Superintendent will assign the nurse or staff member to a position for which he/she is qualified. Such an assignment may include instructional support, substitute teaching or administrative tasks. If no such position exists, the nurse shall be laid off, subject to applicable statute.

The Superintendent retains the right to determine the number of positions which are needed in the school system, and the Superintendent retains the right to determine the employees to be laid off consistent with provisions above, the General Laws of the Commonwealth, and the Regulations of the Massachusetts Department of Elementary and Secondary Education.

Copies of layoff notices shall be sent to the Association.

ARTICLE 26: NURSE DISMISSAL AND DISCIPLINE

Nurse dismissal shall be governed exclusively by applicable statute.

Nurses may be disciplined for just cause. The Association may elect to grieve and arbitrate disciplinary matters (excluding dismissals) under the provisions of this Agreement, provided however that the disciplinary action has not been challenged in any other adjudicatory forum. In the event that the discipline is challenged in another adjudicatory forum subsequent to the filing of a grievance, the grievance shall be dismissed.

The employer will notify the employee subject to investigation of any situation which might lead to disciplinary action against the employee of the employee rights under state law and of their right to Association representation. If the employer determines that interviews with any members of the bargaining unit are necessary in furtherance of any investigation, the employer will inform the member of the bargaining unit that such interviews are required and will allow an Association representative to attend, as long as in the employer's determination, such presence will not compromise the investigation or unnecessarily breach any concerns regarding confidentiality.

Although there may be situations in which an employee's conduct justifies immediate removal from the school premises, by way of suspension or administrative leave with or without pay, the employer agrees that if feasible and practicable, it will notify the Association of its intention to take any such action and that it will afford the Association and the employee an opportunity to be heard prior to the implementation of such removal, or if the prior hearing is not possible, then the employer agrees that it will allow the Association and the affected employee an opportunity to be heard with regard to the removal as promptly as possible.

ARTICLE 27: SCHOOL FACILITIES/ HEALTH AND SAFETY

Whenever possible, the Superintendent will provide in each building:

- Reasonable storage space,
- A school department email address,
- Access to school phones for local calls for personnel covered by the Agreement, and
- Whenever possible, suitable parking areas for nurses during school hours.

Security in school premises will be maintained, that is, weapons and contraband will not be brought upon school premises by students or others. Visitors to school premises will be required to check in. Concerns or violations will be brought forward to the Superintendent. The School Committee will work to ensure that security of the school premises is maintained.

PART IV: EVALUATION AND SUPERVISION

The School District believes that the best way to improve educational experiences for students is to engage in routine conversations with nurses, individually and in small and large groups, about instruction and to provide nurses with specific, honest and regular feedback. The process should be transparent and have at its heart a desire to improve conditions to optimize student learning.

ARTICLE 28: EVALUATION

Nurses shall be evaluated according to the Holyoke Public School District's adaptation of the Massachusetts Department of Elementary and Secondary Education model system hereby incorporated by reference. Schools designated and approved by the Superintendent may use their own performance evaluation system as long as it meets state regulations set forth by the Board of Elementary and Secondary Education. Such plans shall be provided to the Association annually and will be subject to the same arbitration provisions and limitations as contained in the district's adaptation of the Massachusetts Department of Elementary and Secondary Education model system generally applicable to all other schools.

Nurses shall be provided with a copy of all written observations and evaluations.

PART V: COMPENSATION: BENEFITS

Holyoke Public Schools is committed to offering a compensation package which includes benefits to attract and retain nurses of the highest caliber. Benefits must provide support for nurses without diminishing the resources needed to educate our students.

ARTICLE 29: SICK LEAVE

Sick leave days are essentially a form of insurance protection for the nurses and are an inchoate right to compensation that does not vest in an employee until he/she has a bona fide sickness, preventing him/her from reporting for and performing his/her duties. Sick leave shall accrue at the rate of 1.00 day per month from September through June. Sick leave may accumulate to a maximum of one hundred and eighty (180) days. Sick leave is not transferable.

In the event that a nurse uses the equivalence of three (3) sick leave days or fewer during the course of the school year (inclusive of all days charged to the accrual balance), they would be granted one (1) additional personal leave day at the start of the following academic year. Personal days that have been approved in advance will not count against the three (3) sick leave days. This benefit will be prorated for all part-time employees and mid-year hires that are employed prior to March 15th. Employees hired after March 15th will not be eligible for this benefit until the following year.

Except in the case of an emergency, nurses shall provide notification of illness to the Director of Health, Wellness and Nursing and/or other appropriate school department personnel as soon as possible and no later than 6:00 am on the first and each consecutive day of illness.

ARTICLE 30: SICK LEAVE ABUSE

Both parties to this Agreement believe that paid sick leave is an important benefit for employees and that any abuse of sick leave is detrimental both to the students of Holyoke and the membership of the Holyoke Nurses' Association. While recognizing that only a small fraction of employees may abuse sick leave, the parties agree that no abuse of sick leave should be tolerated or condoned.

Situations which suggest abuse may include any absences which suggest a pattern, as for example, absences occurring on Mondays, Fridays and days immediately preceding or following holidays or vacation periods.

A district administrator may meet with the employee in order to determine whether the employee has a valid reason to justify such absences or any other concerns regarding unusual sick leave usage. The nurse may have an Association representative present at this meeting.

The administrator may require a medical certificate. Medical certification shall be defined as a written documentation of illness and/or inability to attend work which details the medical condition and treatment plan with periodic updates from a physician, nurse, chiropractor, dentist, or other qualified

healthcare provider.

In any situation which persists to the point where the administrator deems it necessary to consider disciplinary action against a employee for suspected abuse of sick leave, the School Department shall notify the President of the Holyoke Nurses' Association.

In applying this provision, the employer recognizes that the purpose of this provision is not to interfere with legitimate use of sick leave and agrees to reasonably interpret and apply this provision.

ARTICLE 31: SICK LEAVE FOR INJURY

Bargaining unit members absent due to a work related injury or illness shall be covered exclusively by M.G.L. Chapter 152 (Workers' Compensation Law), which shall not be subject to the arbitration provision of this Agreement. A member may at his/her option apply that portion of any sick leave days in his/her account that will permit him/her to maintain his/her salary during the period of the work related injury or illness. For each day of absence, the bargaining unit member will be charged with that portion of sick leave day which represents the difference between the Worker's Compensation payment and his/her regular pay.

ARTICLE 32: MILITARY LEAVE OF ABSENCE

Military leave of absence, without pay, shall be granted to a nurse with professional teacher status inducted into the Armed Forces for the required length of service, according to the terms of the Selective Service and Training Act of 1940, and subsequent amendments by the Congress.

ARTICLE 33: ORGANIZED RESERVED FORCES

Every person who is a member of a service component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence without loss of pay, during the time of his/her annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days. This shall apply to reserve service which the nurse cannot postpone to the summer vacation. Members new to the unit or joining an Armed Forces Reserve Unit after September 1, 1984 will be governed by the following: Payment will be made under the above section; however, in no event is the member to receive a combined pay for the period which totals more than (s)he would normally receive for the same period while employed by the Committee.

ARTICLE 34: PERSONAL LEAVE

All nurses shall be granted two (2) days of personal leave annually. Such personal leave days not used at the end of the year are to be added to the sick leave accumulation. To the extent possible, notice of intent to take a personal day must be provided to the Director of Health, Wellness and Nursing and/or other appropriate school department personnel at least forty-eight (48) hours in advance. Personal leave shall

not be allowed during a declared snow day.

Except for serious extenuating reasons, which must be approved by the Director of Health, Wellness and Nursing and/or other appropriate school department personnel, no such leave will be granted during the first or last week of school or on the work day preceding, or the work day after the Christmas, winter and spring vacation periods, and Columbus Day, Veterans' Day, Martin Luther King Day, Good Friday, Patriots' Day and Memorial Day. When there are extenuating reasons, employees may apply for such leave no less than ten (10) days prior to the holiday or vacation period and shall be notified of the Director of Health, Wellness and Nursing's approval within 5 days or reasonably soon thereafter.

A nurse who is denied personal leave may appeal the decision to the Superintendent or his/her designee, whose decision shall be final.

ARTICLE 35: BEREAVEMENT LEAVE

In cases of death of near relatives, viz: spouse, father, mother, sister, brother, son or daughter, or for relatives residing in the same household, nurses shall be allowed absence of not more than five (5) calendar days in succession immediately following the day of the death, which shall not be charged against the annual and accumulated sick leave, and of three (3) calendar days in case of death of a father-in-law or mother-in-law, and of one (1) calendar day in cases of death of the following relatives whose place of residence is elsewhere than in the same household: brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew, niece, grandfather, grandmother, or grandchildren. Provided however, the Superintendent may at his/her discretion, grant additional bereavement days, but the granting of such additional days shall in no event cause the total number of days provided under this article to exceed five (5) school days. The intent of this language is to provide bereavement leave for the teacher during the regular school year only, and is intended to be used only if the nurse would have worked and not been absent for any other reason.

ARTICLE 36: LEAVE WITHOUT PAY

Included in this article are leaves such as Marital leave, Peace Corps leave, and Leave to Study. Employees do not accrue benefits (e.g., sick leave, personal leave, salary advancement, etc.) while on leave of absence without pay. Employees are responsible for the *full* health insurance premium payment when on leave of absence without pay, unless federal or state law (FMLA and MMLA) requires otherwise.

Request for leave without pay must be filed with the Superintendent and must state the reason and period for which the leave is being requested.

In addition to maternity, leaves of absence without pay may be granted on account of prolonged illness, or they may be granted for other activities which would, in the opinion of the Superintendent, contribute to the future benefit of the Holyoke Public Schools. Leaves of absence without pay, except for maternity, will only be granted to those who have obtained professional teacher status (PTS) in the City of Holyoke.

All leaves of absence without pay shall not be counted toward seniority, except those leaves of absence

without pay of ten (10) school days or less (to be called short-term unpaid leave) shall be counted to the extent that they do not exceed a total of ten (10) school days. Once a nurse has accumulated ten (10) days of short-term unpaid leave, any subsequent leave without pay should not be counted toward seniority.

ARTICLE 37: RETURN FROM LEAVE OF ABSENCE

Any employee who fails to return to work as scheduled from a leave of absence, and who is not excused by the Superintendent shall be considered to have resigned from his/her employment. All employees shall be given written notice of this provision prior to the commencement of any leave of absence.

ARTICLE 38: JURY DUTY

Reasonable leave shall be allowed subject to the provisions of state law.

ARTICLE 39: HEALTH INSURANCE

The City of Holyoke maintains a contributory group insurance plan in accordance with Chapter 32B as amended of the General Laws, which plan shall continue its coverage for eligible employees covered by this Agreement to the extent such plan is maintained by the City of Holyoke.

PART VI: COMPENSATION: SALARIES

The vision of the HPS compensation system is to attract, retain and reward great nurses in the District.

ARTICLE 40: PROFESSIONAL COMPENSATION SYSTEM

Consistent with the Turnaround Plan, a compensation system has been developed which will compensate Nursing staff based on their performance. The compensation system includes a career ladder that contains three tiers- Novice, Developing, and Career- that compensates nurses commensurate with their development and impact on students. It is envisioned that student outcomes will improve by creating a professional compensation system that will retain our best performers and attract new high- potential nurses.

ARTICLE 41: CAREER LADDER

NOVICE: Novice nurses are typically first-year school nurses who are entering nursing directly from college or are new to the profession.

DEVELOPING: Developing nurses are early career nurses who are typically in their second or third year as a nurse. There are two levels in the developing tier.

CAREER: Career nurses have been recognized as skilled nurses. Career nurses serve as a role-models to less experienced nurses and proactively drive their own professional growth. There are four levels in the career tier.



TRANSITION TO CAREER LADDER

Section 1: Effective July 1, 2018, all nurses will be assigned to one of the tiers based on the nurse's step placement on the previous salary schedule as of June 30, 2018.

| Step SY2017-18 | Tier SY2018-19 | Level SY2018-19 | AnnSal SY2018-19 |
|-------------------|-------------------|--------------------|---------------------|
| | Novice | | \$43,000 |
| 1 | Developing | Level I | \$44,000 |
| 2 | Developing | Level II | \$45,000 |
| 3 | Developing | Level II | \$45,000 |
| 4 | Career | Level I | \$49,000 |
| 5 | Career | Level I | \$49,000 |
| 6 | Career | Level I | \$49,000 |
| 7 | Career | Level II | \$53,000 |
| 8 | Career | Level II | \$53,000 |
| 9 | Career | Level III | \$57,000 |
| 10 | Career | Level III | \$57,000 |

Section 2: If an employee's placement on the career ladder for school year 2018-2019 will increase his/her salary by more than \$4,500, the nurse shall receive 50% of the increase in school year 2018-2019 and the remaining amount in school year 2019-2020.

Section 3: The minimum annual salary for any full-time school nurse will be \$43,000.

Section 4: Effective July 1, 2018, longevity payments will no longer exist; a nurse who has already earned longevity pay will have the 2017-2018 amount rolled into her/his base salary.

ADVANCEMENT ON THE CAREER LADDER

Section 1: A Novice nurse shall advance to Developing I and a Developing I nurse shall advance to Developing II annually provided that the nurse does not receive an end-of-year rating of *unsatisfactory*.

Section 2: A Developing II nurse shall advance to Career I and all Career level nurses shall advance one level annually provided that she/he receives a *proficient* or *exemplary* rating overall and across all four (4) standards.

Section 3: Employees who do not receive the requisite rating to advance on the career ladder may still do so with the recommendation of her/his supervisor and approval of the Superintendent.

Section 4: A nurse may advance on the career ladder more rapidly than described in Section 1 and Section 2 with the recommendation of the nurse’s supervisor and the approval of the Superintendent. Such advancement will be limited to two levels above what the career ladder would otherwise provide.

Section 5: A nurse shall not have their annual salary reduced based on the performance evaluation

ADDITIONAL HOURS STIPEND

Beginning with the 2018-2019 school year, nurses working at school with an extended schedule beyond 1,405 hours shall receive stipends in the following amounts based on hours worked and required by the school operational plan:

| Min Hrs | Max Hrs | Stipend |
|----------------|----------------|----------------|
| 1,411 | 1,475 | \$500 |
| 1,476 | 1,525 | \$1,000 |
| 1,526 | 1,575 | \$1,500 |
| 1,576 | 1,625 | \$2,000 |
| 1,626 | 1,675 | \$2,500 |
| 1,676 | 1,740 | \$3,000 |

These stipend amounts shall be included in base pay or otherwise considered as part of the nurses’ annualized salary for retirement purposes. For retirement and other computation purposes, the nurse per diem rate shall be based on a 188 day work year.

ARTICLE 42: OTHER COMPENSATION

If the Chief of Pupil Services or building Principal determines that the payment of additional compensation (in the form of stipends or honoraria) to a bargaining unit member is necessary to better serve the needs of the students and the Receiver/Superintendent supports such action, the Receiver/Superintendent shall notify the Association and may authorize the additional payment following the notification. Circumstances that may make such compensation appropriate include but are not limited to rewarding nurses for: exceptional performance; assumption of additional duties; assignment to a hard to fill position; work in a particularly challenging assignment; and retaining nurses in the employment of the Holyoke Public Schools. The Superintendent retains final discretion over the implementation of any additional compensation.

ARTICLE 43: SEVERANCE BENEFIT

Upon death or retirement and after ten (10) full years of continuous employment in the bargaining unit,

the committee will pay the employee $\frac{1}{2}$ of the accumulated sick time as provided in Article 29: Sick Leave. In no circumstance shall the employee the amount payable under this article exceed two thousand dollars (\$2,000).

ARTICLE 44: METHOD AND TIME OF PAYMENT

Salaries of all personnel in the Unit shall be paid in equal installments, commencing at a time consistent with state law.

Unit personnel may elect to receive the balance of/their monies by notifying payroll on or before May 1 of their intention.

The balance due shall be paid not later than the first day of July and separate checks for each pay period shall be issued.

The employer may require direct deposit of employee paychecks.

The employer may utilize and implement any reasonable method of employee timekeeping and payroll processing that it deems to be in the best interests of the district.

Executed in the City of Holyoke on this the 6th Day of September 2018.

Holyoke Nurses' Association:

Marc Carbonneau, *MNA Representative*

Jody Wax, *Union Representative*

Holyoke Public Schools:

Dr. Stephen Zrike, Jr., *Superintendent*

NOTES