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AGREEMENT BETWEEN

DARTMOUTH EDUCATORS ASSOCIATION

(School Nurse/Educators)

AND

DARTMOUTH SCHOOL COMMITTEE

SEPTEMBER 1, 2016- AUGUST 31, 2019

## Table of Contents

	Page
	3
Article I, Recognition	3
Article II, Grievance Procedure	5
Article III, Salary	7
Article IV, Nurses' Files	7
Article V, Seniority	7
Article VI, Work Schedule	8
Article VII, Sick Leave	8
Article VIII, Transfers and Vacancies	
Article IX, Temporary Leave of Absence	9
Article X, Extended Leave of Absence	10
Article XI, Dues Deductions	12
Article XII, Travel Allowances	13
Article XIII, General	13
Article XIV, Insurance, Annuity, and MTA Credit Union	15
Article XV, Reappointment	15
Article XVI, Reduction in Force	15
Article XVII, Early Retirement Incentive	16
Article XVIII, Professional Development	16
Article XIX, Duration	17

## ARTICLE I

### RECOGNITION

For the purpose of Collective Bargaining with respect to wages, hours, standards of productivity and performance and other terms and conditions of employment, the Committee recognizes the Association as the exclusive representative for the bargaining unit consisting of all registered nurses (hereinafter referred to as Nurse/Educators) employed by the Dartmouth School Committee, but excluding all other employees.

## ARTICLE II

### GRIEVANCE PROCEDURE

A. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this Contract. The Committee and the Association desire that such procedure shall be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved, and nothing in this contract will be construed as limiting the right of any nurse/educator having a grievance to discuss the matter informally with an appropriate member of the Administration, provided any adjustment of the grievance is not inconsistent with the terms of this Contract.

#### **B. Definition.**

A grievance is defined to be a question, problem or disagreement which arises concerning (1) the interpretation or application of any provision of this Agreement with respect to wages, hours, or working conditions of an employee or employees covered by it, or (2) an alleged violation of any provision of this Agreement.

#### **C. Procedure.**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement between the Professional Rights and Responsibilities Committee and the School Committee. In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party-in-interest, the time limit set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

### LEVEL ONE

The grievance shall be presented orally by the employee or the Association to the appropriate Building Principal and the Director of Health, Physical Education, and Athletics, with the objective of resolving the matter informally. Such grievance shall be presented within fifteen (15) school days of the occurrence on which the grievance is based, or within fifteen (15) school days of the date on which the nurse/educator had knowledge or reasonably should have had knowledge, of the

occurrence. If invited by the grievant or by the administrator involved, a representative of the Association may participate. If a grievance affects a group or class of nurse/educators without a common supervisor, the Association may submit such a grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced at Level Two within the time limits specified above.

#### LEVEL TWO

If a satisfactory decision has not been rendered in writing within ten (10) school days after the meeting with the Building Principal and Director of Health, Physical Education and Athletics, the grievance may be submitted in writing to the Superintendent within ten (10) school days of the expiration of said ten (10) school days. The Superintendent shall meet with the grievant and/or his/her representative within ten (10) school days after the receipt of the written grievance in an effort to resolve the grievance.

#### LEVEL THREE

If a satisfactory decision has not been rendered in writing within ten (10) school days after the meeting with the Superintendent, the grievance may be submitted in writing to the School Committee within ten (10) school days of the expiration of said ten (10) school days. The School Committee shall meet with the grievant and/or his/her representative within fifteen (15) school days of the receipt of the written grievance or the next regularly scheduled School Committee meeting following said fifteen (15) school day period, in an effort to resolve the grievance.

#### LEVEL FOUR

If a satisfactory decision has not been rendered in writing within fifteen (15) school days after the meeting with the School Committee, the Association may submit the grievance to the American Arbitration Association for the arbitration, in accordance with the applicable rules of the American Arbitration Association, within fifteen (15) school days next following the conclusion of such period of fifteen (15) school days. The award or decision made by the Arbitrator shall be final and binding on the School Committee, the Association, and the aggrieved employee, provided, however, that no such award or decision shall be inconsistent with any provision of this Contract, or in conflict with any applicable law. The expenses of said arbitration shall be shared equally by the School Committee and the Association.

#### D. Miscellaneous

1. If at the end of fifteen (15) school days next following the occurrence of any grievance, or the date of first knowledge of its occurrence by the employee affected by it, the group grievance shall not have been presented at Level One of the procedure set forth above, the grievance shall have been deemed to have been waived, and any grievance in course under procedures enumerated in Article II above, shall also be deemed to have been waived if the prescribed action required to present it to the next level of the procedure shall not have been taken within the time specified, unless the time limits of Article II have previously been extended by mutual agreement.

2. If any employee covered by this Contract shall present a grievance at Level Two without representation by the Association, the Association shall be notified and its representatives shall be permitted to be present and be heard at such presentation.
3. No written communication, other document or record relating to any grievance shall be filed in the personnel file maintained by the Dartmouth Public Schools for any employee involved in presenting such grievance.
4. For the period from the close of school in June to the re-opening of school, five (5) days shall be added to all time periods in the Article, and all time limits shall be based on calendar days.

ARTICLE III- SALARY

A. Registered Nurse/Educator

Salary Schedule

FY 2017- 2% Increase

	B	B+15	B+30	M/NBCSN	M+15	M+30	M+45	M+60
Step 1	\$45,730.00	\$46,995.00	\$47,633.00	\$48,264.00	\$49,535.00	\$50,808.00	\$52,077.00	\$53,349.00
Step 2	\$46,995.00	\$48,264.00	\$48,904.00	\$49,535.00	\$50,808.00	\$52,079.00	\$53,349.00	\$54,620.00
Step 3	\$48,264.00	\$49,535.00	\$50,173.00	\$50,808.00	\$52,077.00	\$53,349.00	\$54,620.00	\$55,890.00
Step 4	\$50,175.00	\$51,468.00	\$52,078.00	\$52,712.00	\$53,982.00	\$55,256.00	\$56,524.00	\$57,797.00
Step 5	\$52,077.00	\$53,349.00	\$53,982.00	\$54,620.00	\$55,890.00	\$57,160.00	\$58,429.00	\$59,702.00
Step 6	\$53,982.00	\$55,256.00	\$55,890.00	\$56,524.00	\$57,797.00	\$59,067.00	\$60,336.00	\$61,607.00
Step 7	\$55,890.00	\$57,160.00	\$57,792.00	\$58,429.00	\$59,702.00	\$60,971.00	\$62,240.00	\$63,510.00
Step 8	\$57,797.00	\$59,067.00	\$59,703.00	\$60,336.00	\$61,607.00	\$62,877.00	\$64,147.00	\$65,415.00
Step 9	\$59,702.00	\$60,971.00	\$61,607.00	\$62,240.00	\$63,510.00	\$64,778.00	\$66,051.00	\$67,409.00
Step 10	\$63,884.00	\$65,148.00	\$65,780.00	\$66,410.00	\$67,676.00	\$68,938.00	\$70,203.00	\$71,465.00
Step 11	\$71,559.00	\$74,459.00	\$75,187.00	\$75,909.00	\$77,362.00	\$78,807.00	\$81,419.00	\$83,154.00

FY 2018- 1.5% Increase

	B	B+15	B+30	M/NBCSN	M+15	M+30	M+45	M+60
Step 1	\$46,416.00	\$47,700.00	\$48,347.00	\$48,988.00	\$50,278.00	\$51,570.00	\$52,858.00	\$54,149.00
Step 2	\$47,700.00	\$48,988.00	\$49,638.00	\$50,278.00	\$51,570.00	\$52,860.00	\$54,149.00	\$55,439.00
Step 3	\$48,988.00	\$50,278.00	\$50,926.00	\$51,570.00	\$52,858.00	\$54,149.00	\$55,439.00	\$56,728.00
Step 4	\$50,928.00	\$52,240.00	\$52,859.00	\$53,503.00	\$54,792.00	\$56,085.00	\$57,372.00	\$58,664.00
Step 5	\$52,858.00	\$54,149.00	\$54,792.00	\$55,439.00	\$56,728.00	\$58,017.00	\$59,305.00	\$60,598.00
Step 6	\$54,792.00	\$56,085.00	\$56,728.00	\$57,372.00	\$58,664.00	\$59,953.00	\$61,241.00	\$62,531.00
Step 7	\$56,728.00	\$58,017.00	\$58,659.00	\$59,305.00	\$60,598.00	\$61,886.00	\$63,174.00	\$64,463.00
Step 8	\$58,664.00	\$59,953.00	\$60,599.00	\$61,241.00	\$62,531.00	\$63,820.00	\$65,109.00	\$66,396.00
Step 9	\$60,598.00	\$61,886.00	\$62,531.00	\$63,174.00	\$64,463.00	\$65,750.00	\$67,042.00	\$68,420.00
Step 10	\$64,842.00	\$66,125.00	\$66,767.00	\$67,406.00	\$68,691.00	\$69,972.00	\$71,256.00	\$72,537.00
Step 11	\$72,632.00	\$75,576.00	\$76,315.00	\$77,048.00	\$78,522.00	\$79,989.00	\$82,640.00	\$84,401.00

FY 2019- 1.5% Increase

	B	B+15	B+30	M/NBCSN	M+15	M+30	M+45	M+60
Step 1	\$47,112.00	\$48,416.00	\$49,072.00	\$49,723.00	\$51,032.00	\$52,344.00	\$53,651.00	\$54,961.00
Step 2	\$48,416.00	\$49,723.00	\$50,383.00	\$51,032.00	\$52,344.00	\$53,653.00	\$54,961.00	\$56,271.00
Step 3	\$49,723.00	\$51,032.00	\$51,690.00	\$52,344.00	\$53,651.00	\$54,961.00	\$56,271.00	\$57,579.00
Step 4	\$51,692.00	\$53,024.00	\$53,652.00	\$54,306.00	\$55,614.00	\$56,926.00	\$58,233.00	\$59,544.00
Step 5	\$53,651.00	\$54,961.00	\$55,614.00	\$56,271.00	\$57,579.00	\$58,887.00	\$60,195.00	\$61,507.00
Step 6	\$55,614.00	\$56,926.00	\$57,579.00	\$58,233.00	\$59,544.00	\$60,852.00	\$62,160.00	\$63,469.00
Step 7	\$57,579.00	\$58,887.00	\$59,539.00	\$60,195.00	\$61,507.00	\$62,814.00	\$64,122.00	\$65,430.00
Step 8	\$59,544.00	\$60,852.00	\$61,508.00	\$62,160.00	\$63,469.00	\$64,777.00	\$66,086.00	\$67,392.00
Step 9	\$61,507.00	\$62,814.00	\$63,469.00	\$64,122.00	\$65,430.00	\$66,736.00	\$68,048.00	\$69,446.00
Step 10	\$65,815.00	\$67,117.00	\$67,769.00	\$68,417.00	\$69,721.00	\$71,022.00	\$72,325.00	\$73,625.00
Step 11	\$73,721.00	\$76,710.00	\$77,460.00	\$78,204.00	\$79,700.00	\$81,189.00	\$83,880.00	\$85,667.00

B. Lead Nurse/Educator Stipend

Effective September 1, 2015-\$5000

C. Longevity

Nurse/Educators with fifteen (15) years of continuous service in the Dartmouth Schools shall receive a payment of \$1,500.

Nurse/Educators with twenty (20) years of continuous service in the Dartmouth Schools shall receive a payment of \$1,600.

Nurse/Educators with twenty-five (25) years of continuous service in the Dartmouth Schools shall receive a payment of \$1,700.

Nurse/Educators with thirty (30) years of continuous service in the Dartmouth Schools shall receive a payment of \$1,800.

Payment for the "continuous service" benefit shall be made during the first pay period in December.

Retiring Nurses and Nurses who have indicated they will be separating from Dartmouth Public Schools by June 1<sup>st</sup> who are eligible to receive payment for the "continuous service" benefit will receive this payment during their last year of employment in their last pay period in June.

- D. Nurse/Educators shall be paid in forty-two (42) equal installments throughout the school year from September to June.
- E. Payroll shall be processed through direct deposit with a printed stub provided to all nurse/educators.
- F. Nurses who wish to obtain national certification and also have a Master's degree will be moved on the salary scale to Master degree plus the number of credits equal to the Master's degree. (National certification is considered equivalent to having a Master's degree)

ARTICLE IV

NURSES' FILES

- A. Nurse/Educators will have the right, upon written request and by appointment within a reasonable time, to review the contents of their personnel file. A nurse/educator will be entitled to have an officer or member of the Association accompany her during such review.
- B. No material derogatory to a nurse/educator's conduct, service, character or personality will be placed in her personnel file unless the nurse/educator has had the opportunity to review such material. The nurse/educator will acknowledge that she has had the right to review such material by

affixing her signature to the copy with the express understanding that such signature in no way indicates agreement with the contents thereof. The nurse/educator will also have the right to submit a written answer to such material and her answer shall be reviewed by the Superintendent and attached to the file copy.

- C. The Association recognizes the authority and responsibility of the Principal or the Director of Health for disciplining or reprimanding a nurse/educator for delinquency of professional performance. If a nurse/educator is formally disciplined or reprimanded by a member of the administration above the level of Principal or Director of Health, she will be entitled to have a member of the Association present or an MTA representative present.

## ARTICLE V

### SENIORITY

#### **A. Definition**

Whenever it is referred to in this Agreement, seniority is defined as an employee's length of service in years, months, and days from the date of appointment as an employee in a position covered by the bargaining unit. In the event an employee has resigned and has been reappointed, his/her seniority shall be counted from the date of the most recent reappointment. Nurse/educators shall be credited, for seniority purposes, with all time spent on authorized leaves of absence provided for in this Agreement.

#### **B. Cases of Identical Seniority**

If two or more nurses/educators have identical seniority, the tie shall be broken by a lottery.

## ARTICLE VI

### WORK SCHEDULE

- A. Each school nurse/educator shall have a thirty (30) minute uninterrupted lunch period and two (2) fifteen (15) minute breaks included in the seven and one-half (7-1/2) hour workday. It is understood that in an emergency, this provision will be willingly waived.
- B. The normal workday for school nurse/educators at the Elementary and Middle School levels will begin twenty (20) minutes before the students starting time; the normal workday for school nurse/educators at the High School will begin fifteen (15) minutes before the students starting time. School nurse/educators will remain after the students leave for as long as necessary to carry out their responsibilities. If circumstances require a school nurse/educator to occasionally leave before the end of the workday, the principal's office shall be notified and reasons given before the school nurse/educator leaves.
- C. The Lead Nurse/Educator shall work one (1) week prior to the commencement of the school year for teachers and one (1) week following the close of the school year for teachers.



- D. Summer work hours shall be available to Nurses for the purpose of data submission and medical records review for current and new students. All such time shall be compensated at each Nurses' contractual daily rate of pay. Three days shall be available to each Nurse at the High School, Middle School, Quinn Elementary, Potter School, DeMello School and Cushman School. Additional days may be granted at the discretion of the Superintendent.

#### ARTICLE VII

##### SICK LEAVE

- A. Sick Leave shall be at the rate of fifteen (15) days per year with unlimited accumulation.
- B. Upon termination of service after ten (10) years of employment, nurse/educators shall be paid fifteen dollars (\$15.00) per day for each of their first fifty (50) days of unused accumulated sick leave, and twenty dollars (\$20.00) per day for each of their next one hundred (100) days of unused accumulated sick leave.
- C. Bargaining unit members shall be permitted to participate in the sick leave bank which exists pursuant to the provision of Article XVII, Section E of the Collective Bargaining Agreement between the Committee and the Association covering teachers. Their participation shall be governed and controlled by the rules and regulations set forth in said Article XVII, Section E.

#### ARTICLE VIII

##### TRANSFERS AND VACANCIES

- A. In making involuntary transfers and in filling vacancies, seniority, evaluations, and performance, and educational needs of the system shall be considered. Degree status however, shall not be a factor. An involuntary transfer will be made only after a meeting between the involved employee and the Superintendent.
- B. The decision of the Superintendent as to transfers and filling of vacancies shall be final.
- C. All vacancies and promotions shall be posted in the office and teachers' room of each school as far in advance of an appointment as is practicable. Such notice will include the qualifications, description, and the salary of the position.

#### ARTICLE IX

##### TEMPORARY LEAVE OF ABSENCE

- A. Nurse/Educators will be entitled to the following temporary leaves of absence with pay each school year:
1. A total of two (2) days for personal, legal, business, household, or family matters which cannot be taken care of other than during school hours and provided that except in emergency situations, advance notice is given to the Superintendent. When a day is

requested without advance notice, the specific reason for the request and a brief explanation of the emergency must be provided. This provision is not intended for recreational purposes, nor for the pursuit of outside occupations. Unused personal days may accumulate from year to year to a maximum of five (5). Accumulation of unused days shall take place on the basis of one (1) per year until the maximum is reached.

2. At least two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature. The selection of places to visit shall be subject to the approval of the Superintendent. An evaluation report may be required by the Superintendent within one (1) week. It should be routed through the building principal or appropriate director.
3. Up to four (4) days for each death in the immediate family. The immediate family is considered to consist of the spouse, child, parent, sibling, grandparent, grandchild, stepchildren, stepparents and in-laws of the nurse/educator and/or his/her spouse, and any other person residing in the household of the nurse/educator.
4. One (1) day for each death of a member of the family not considered immediate as listed above or for the death of a friend. This provision shall apply to the death of a friend only once per school year.
5. A maximum often (10) days per school year will be allowed to persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations definitely cannot be fulfilled on days when school is not in session. Nurse/educators will be paid the difference between their regular pay and the pay which they receive from the State or Federal government.
6. Up to three (3) days for religious observance if said observance prohibits the nurse/educator from working on said day.
7. Up to two (2) days for illness or health related needs of the nurse/educator's family. Additionally, bargaining unit members may also use three (3) of their own accumulated sick leave days per school year for illness or health related needs of their family.
8. For days required to serve on Jury Duty. In cases where the nurse/educator receives compensation for Jury Duty, the teacher shall be paid the difference between regular compensation from the Dartmouth Public Schools and the compensation received from Jury Duty. Travel allowance is not considered compensation paid by the Court. Nurse/educators will try to have jury duty scheduled when school is not in session.
9. Up to five (5) days per year when required by subpoena to appear in court for actions wherein the nurse/educator is not a party.

10. Upon the birth of his/her child, non-child bearing bargaining member shall be granted a leave of absence of up to ten (10) days. To the extent that he/she has accrued sick leave, up to ten (10) days may be accessed for this purpose.

## ARTICLE X

### EXTENDED LEAVE OF ABSENCE

#### A. Maternity Leave

1. Maternity leave shall be granted in compliance with Massachusetts General Laws, Chapter 149, Section 105D. The period of disability will be determined by doctor certification and limited to the period of time the employee was disabled and unable to work. Such leave will be charged to sick leave benefits as established under Article IV, Section 1.
  2. Further, the Superintendent will approve a leave of absence without pay for a period of up to two (2) years following the birth of the child.
  3. A nurse/educator who is pregnant may remain in active service until the termination of her pregnancy provided that, at the end of the fourth month of pregnancy she must furnish an appropriate medical certificate of her fitness to continue her position. In subsequent months, a nurse/educator may be required to furnish further medical certification, and at the end of the seventh month of pregnancy, the nurse/educator must submit a written statement from her physician indicating how long she may safely continue her active employment prior to the expected date of confinement; and provided further that a nurse/educator may be required to begin her leave under the Article if the Superintendent determines that she is not adequately performing the duties of her position. A physician's certificate of fitness may be required before a nurse/educator may return to her position.
  4. Upon returning from maternity leave, the employee shall advance to the next step of the Salary Schedule if she had been in an active employment status for at least ninety-one (91) days of the school year in which the leave commenced.
- B. A leave of absence without pay or increment of up to one (1) year will be granted to a permanently employed nurse/educator for purpose of caring for sick members of the nurse/educator's immediate family. The Superintendent has the right to ask the nurse/educator to furnish appropriate medical evidence.
- C. After three (3) years in Dartmouth School System, a nurse/educator may be granted a leave of absence without pay or increment for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.

- D. Any nurse/educator whose personal illness extends beyond the time compensated by sick leave will, upon furnishing appropriate medical evidence, be granted a leave of absence, without pay or increment, for up to a remaining portion of the current school year.
- E. Other leaves of absence may be granted by the Superintendent.
- F. A nurse/educator who adopts a preschool child shall, upon request, be allowed an unpaid leave of absence of one (1) year for the purpose of childrearing for the year immediately following the adoption. In the event the leave of absence would expire during a school year, the nurse/educator may not return during the school year without the approval of the Superintendent. If the Superintendent does not approve a return to school during a midyear, the nurse/educator shall be reinstated the following September.
- G. Special unpaid leave for the purpose of caring for a newborn infant shall be granted to the non-child bearing nurse/educator, provided the nurse/educator is the parent of the child or has the legal responsibility of the care and/or support of the child. Such leave shall be for a period of one (1) school year and begin on September 1.
- H. All benefits to which a nurse/educator was entitled at the time her leave of absence commenced, including unused, accumulated sick leave, will be restored to her upon her return, and she will be assigned to the same position which she held at the time said leave commenced, if available, or if not, to a substantially equivalent position for which she is fully qualified, if available.
- I. All requests for extensions or renewals of leaves will be applied for and reacted to in writing.
- J. By March 15 of each calendar year, all leave of absence personnel must communicate, in writing to the Superintendent of Schools, their intent to return for the next school year, their intent not to return for the next school year, or their request to extend their leave. Bargaining unit members granted leaves of absence pursuant to this Article may be required by the Committee to enter into a written agreement stating the terms of the granting of the leave including but not limited to a provision which would indicate that if appropriate notices were not given to the Committee by the bargaining unit member, or if the bargaining unit member does not return to his/her employment at the start of the next school year (unless a request to extend the leave has been granted), the bargaining unit member would be deemed to have resigned.
- K. A leave of absence without pay or increment up to one (1) year will be granted to an employee for the purpose of caring for a sick member of the employee's immediate family. The Superintendent may ask the employee to furnish appropriate evidence.

#### ARTICLE XI

#### DUES DEDUCTIONS

- A. The Committee agrees to deduct from the salaries of its employees dues for the Dartmouth

Educators Association, Massachusetts Teachers Association, and the National Education Association, as said nurse/educators individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to such Associations. Nurse/educator authorization shall be the signed form1 provided by the MTA.

- B. The Dartmouth Educators Association, named in Section A, will certify to the Superintendent, in writing, the current rate of membership dues. The Superintendent will be given thirty (30) days' written notice prior to the effective date of any change in membership dues.
- C. Deductions shall be made weekly from September until June.
- D. No later than October 15 of each year, the Superintendent will provide the Association with a list of those employees who have voluntarily authorized the Committee (such authorization to be stated prior to September 30) to deduct dues for any of the associations named in Section A above. The Superintendent will notify the Association monthly of any changes in said list. Any nurse/educator desiring to have the Committee discontinue deductions she has previously authorized, must notify the Committee and the Association concerned, in writing, by September 30 of each year for that school year's dues.
- E. It is agreed that the School Committee accepts payroll deduction for the purpose of the Massachusetts Teachers Association Credit Union. This provision will take effect and become a part of the Contract if the Town Treasurer agrees to implement payroll deductions for individual credit union accounts.
- F. In accordance with the provisions of Massachusetts General Laws, Chapter 150E, Section 12, all members of the bargaining unit who are not paying dues to the Association shall, as a condition of continued employment, pay to the Association, the exclusive bargaining agent and representative, an agency fee commensurate with the cost of collective bargaining and contract administration, all subject to controlling law.
- G. Nurse/Educators shall be eligible for voluntary payroll deductions for United States Savings Bonds.

## ARTICLE XII

### TRAVEL ALLOWANCES

All nurse/educators shall be reimbursed at the rate currently established by the School Committee for the use of their automobile authorized in town travel during the school day for school health purposes, as approved by the Director of Health. Said request for payment shall be submitted on a standardized form.

## ARTICLE XIII

### GENERAL

**A. Association Rights**

The Committee and Superintendent shall continue their policy and practice of not discriminating in any way against any nurse/educator by reason of his/her membership in or participation in the activities of the Association, or his/her exercise of rights granted under this Agreement.

**B. Modification**

The parties hereby agree that this Contract may be amended or modified by mutual agreement. Any agreement so reached shall be reduced to writing and made part of this Contract.

**C. Non Discrimination**

The Committee, Superintendent and Principals shall continue their policy and practice that all decisions relative to employees shall be made without regard to age, race, creed, color, religion, nationality, marital status, or sex as provided by law.

**D. Nurse/Educators who live outside Dartmouth may enter their children who reside with them into the Dartmouth Public Schools, tuition free.**

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

**F. The Association and the Committee agree that each has had a right to bargain for any provision that they wished in this contract and on matters that were or could have been discussed during negotiations except where otherwise provided in the contract each expressly waives the right to reopen the contract for any further demands or proposals and agrees that the present contract constitutes a complete agreement on all matters and that if other proposals have been made, they have been withdrawn in consideration of this agreement.**

**G. The Committee shall provide all nurse/educators with the opportunity to receive the Hepatitis B vaccine according to current C.D.C. and O.S.H.A. Guidelines. Receipt of the vaccine shall be at the option of the nurse/educator, the cost shall be paid by the Committee, provided, however, that each participating nurse/educator shall sign a statement, prepared by the Superintendent, which shall hold the Committee harmless.**

**H. A Nurse shall sit on the committee for hiring a Lead Nurse. The Lead Nurse shall sit on the committee for hiring a Nurse. In the absence of a Lead Nurse, the Superintendent may, at his or her discretion, designate a nurse to participate in the hiring committee.**

**I. Personal Injury Benefits**

If a nurse should be injured on the job and such injury prevents her from working, the Committee

shall pay the difference in her pay not covered by Workmen's Compensation. This difference in gross pay shall come from the nurse's accumulated sick leave.

**J. Protection**

1. Nurse/educators will immediately report in writing to their immediate superior for transmission to the Superintendent of Schools all cases of assault suffered by them in connection with their employment.
2. This report will be forwarded to the Committee, which will comply with any reasonable request from the nurse/educator for information in its possession relating to the incident or to the persons involved, and will act in appropriate ways as liaison between the nurse/educator, the police and the courts.
3. If criminal or civil proceedings are brought against a nurse/educator alleging that he committed an assault in connection with his employment, the Committee may furnish legal counsel to defend him to such proceedings if he requests such assistance. If the Committee does not provide such counsel and the nurse/educator is exonerated, then the Committee will reimburse the nurse/educator for reasonable counsel fees incurred by him.
4. If a nurse/educator is exonerated from any responsibility with respect to acts referred to in "1" above, she shall not suffer the loss of any professional advantage because of time lost due to such acts.

**K. Cameras**

Public monitoring systems (eg. Building cameras) shall not be used for evaluation purposes.

ARTICLE XIV

INSURANCE, ANNUITY, AND MTA CREDIT UNION

- A. The Town of Dartmouth will pay the maximum percentage permitted by Town Meeting enactment or referendum of the cost of the following types of insurance coverage:
  1. A \$10,000.00 Term Life Insurance Plan of the type presently available to nurse/educators.
  2. All individual school nurse/educators shall have liability insurance coverage paid for by the School Department of the Town of Dartmouth.
- B. In the event a nurse/educator resigns from the school system after June 1st but before September 1st, Blue Cross/Blue Shield coverage will end with Contract termination. A nurse/educator may continue coverage at full cost, if available, and if she so desires consistent with COBRA.

- C. Nurse/Educators will be eligible to voluntarily participate in a tax-sheltered annuity plan established pursuant to Massachusetts General Laws, and in the MTA Credit Union on a payroll deduction basis.

#### ARTICLE XV

#### REAPPOINTMENT

Each nurse/educator with three (3) years or less of continuous service will be notified, in writing, by June 15th of each year of Contract renewal. If a nurse/educator is not to be reappointed, s/he will be so notified, in writing, by June 15th. Nurse/Educators with over three (3) years' continuous service shall be considered to be permanently employed. In the event that notice of termination is given following a hearing with the Principal, the permanently employed nurse/educator may file a written appeal with the Superintendent. The Superintendent, at her discretion, may grant a hearing for further supplementary evidence upon the appeal.

#### ARTICLE XVI

#### REDUCTION IN FORCE

- A. When the School Committee determines that staff reductions are necessary, it shall, subject to existing law, retain those Nurse/Educators whom it deems most qualified. If the Superintendent determines all other factors being equal, seniority should govern. Nurse/Educators shall be eligible for recall for a period of two years following the layoff and shall be recalled in the reverse order of layoff.
- B. Degree Status shall not be a factor used by the Superintendent in determining qualifications.

#### ARTICLE XVII

#### EARLY RETIREMENT INCENTIVE

- A. Nurse/Educators with twenty (20) years of service in the Dartmouth School System will be entitled to a salary increase of five hundred dollars (\$500.00) over and above the applicable step in the then-existing salary schedule. The nurse/educator must notify the Administration of her/his intention to retire by October 1st of the school year at the end of which the nurse/educator intends to retire. Before May 1st of the year of retirement, the nurse/educator must submit satisfactory evidence that notice of retirement has been given to the Bristol County Retirement Board. Failure to submit such evidence will result in the deduction of five hundred dollars (\$500.00) from the succeeding paychecks.
- B. Nurse/Educators with twenty-five (25) years of service in the Dartmouth School System, who were members of the collective bargaining unit as of September 30, 1993, shall receive \$3,500 in accordance with the provisions set forth above.



ARTICLE XVIII

PROFESSIONAL DEVELOPMENT

- A. The Committee will reimburse up to \$1,000 annually, for reasonable expenses (including fees, meals, lodging and/or transportation) incurred by nurse/educators who attend workshops, seminars, conferences, graduate courses or some other combination of professional improvement sessions that are part of an individual professional development plan that supports building and/or system professional development goals and has been acknowledged by the Building Principal and approved by the Superintendent.
  
- B. Nurses will attend one after-school meeting per month. This meeting will be led by the Nurse Leader unless the particular monthly meeting is required on a district-wide basis.
  
- C. On District designated Professional Development Days, the Lead Nurse shall organize workshops for her/his department approved by the Administration.

ARTICLE XIX

DURATION

The provisions of the Agreement shall be effective as of September 1, 2016, and will continue in full force and effect through August 31, 2019.

IN WITNESS WHEREOF, the parties to this Agreement have caused these present to be executed by their agents here unto duly authorized, and their seals to be affixed hereto, as of

DATE: June 21, 2017

For the Committee

Bonnyd. Giff

For the Association

Renée M. Vieira