

AN AGREEMENT
between the
WINTHROP SCHOOL COMMITTEE
and the
WINTHROP TEACHERS' ASSOCIATION
(Nurses)

Winthrop, Massachusetts

September 1, 2018 - August 31, 2019

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AGREEMENT

This Agreement is made and entered into this 5th day of November 2015 (to be effective September 1, 2015), and September 1, 2015 – June 30, 2018 by and between the School Committee of the Town of Winthrop (hereinafter referred to as the “Committee”) and the Winthrop Teachers’ Association affiliated with the Massachusetts Teachers Association and with the National Education Association (hereinafter referred to as the “Association”).

PREAMBLE

In entering this field of collective bargaining, it has been the intention of the parties by the consummation of this Agreement to continue their harmonious relations, to promote mutual cooperation and understanding, to formulate rules, to define and resolve the proper interest of the nurses in their rights to compensation and conditions under which they perform their duties, all with a goal to improving educational and health opportunities for the students enrolled in the Winthrop Public Schools.

The parties acknowledge that the Committee has complete authority, except as modified by this Agreement, over the policies and administration of the schools, which it exercises under law, and that this vehicle of collective bargaining will continue to provide the nurses with an opportunity to bring their knowledge and experience to bear on matters of professional concern together with that of the Committee, with a goal of assisting in solving the growing problems inherent in the advancement of education.

ARTICLE 1 RECOGNITION

Section 1.

Subject to any applicable provisions of state or federal law or regulation now or hereafter in effect, the Committee recognizes the Association as the exclusive bargaining representative through which the registered nurses and nurses with a Bachelor of Science in Nursing (BSN) of the Winthrop School System represent their considered opinion on matters cognizable as mandatory subjects for discussion pursuant to the terms and valid administrative interpretation of Chapter 150E of the Massachusetts General Laws and any subsequent amendments hereto.

Section 2.

Nothing contained in this Agreement shall be construed to prevent any nurse from at any time discussing any problems with any of his/her supervisors or the School

Committee, without the previous consent of the Association, nor shall any action taken by said supervisors or School Committee, as a result of such discussion, be the subject of a grievance or otherwise contested by said Association unless such action is in direct contravention of express language in a provision of this Agreement. The Association will be notified and have a right to attend any such session before the School Committee.

Section 3.

This Agreement is a complete agreement between the parties covering all mandatory subjects of discussion. The parties agree that the relations between them shall be governed by the terms of this Agreement only. No prior agreements or understanding, oral or written, shall be controlling or in any way affect the relations between the parties unless and until such agreements have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement.

All matters not dealt with herein shall be treated as having been brought up and disposed of and the Committee shall be under no obligation to discuss with the Association any modifications or additions to this Agreement which are to be effective during the term thereof.

No change or modification of this Agreement shall be binding on either the Committee or the Association unless reduced to writing and executed by the respective duly authorized representatives.

ARTICLE 2 NO DISCRIMINATION

There shall be no discrimination, interference, restraint, or coercion by the School Committee, the Teachers' Association or their respective agents against any nurse because of his/her membership or non-membership in the Association. The services of the Winthrop Teachers' Association in the capacity of bargaining agent will be available to all nurses covered by this Agreement who are eligible for membership. No nurse shall be required to join the Winthrop Teachers' Association or to pay dues as a condition of employment, or to obtain such services.

ARTICLE 3 CHECK-OFF

The Committee agrees that from and after the receipt of written authorization in the form set out below, pursuant to the provisions of Massachusetts General Laws,

Chapter 180, Section 17E, it will request the Town Treasurer to deduct from the salary of the nurse signing such authorization bi-weekly Association dues as there in authorized and will remit the amount so deducted in accordance with such authorization, provided that the Committee shall be under no obligation to make any such deduction as aforesaid after the termination of the terms of this Agreement, and provided that the Committee may cease

making such deduction on behalf of the nurse upon receipt of at least sixty (60) days' written notice by the superintendent of schools of a revocation of authorization from that nurse. The Committee will incur no liability for loss of dues monies after depositing same, properly addressed to the Association in the U.S. Mail.

AUTHORIZATION

To: Winthrop School Committee
Winthrop, Massachusetts

You are hereby authorized and directed to deduct from my salary the bi-weekly dues as established by the members of the Winthrop Teachers' Association a/w the Massachusetts Teachers Association and the National Education Association, and certified to you by the president of the Association. The said dues shall be deducted at the times agreed upon by you and the Association and thereafter remitted to the Association as agreed upon by you and the Association.

This Authorization shall remain in effect until (a) the termination of the Agreement between the Committee and the Association providing for such deductions, or (b) my written notice sixty (60) days after receipt of such revocation by the superintendent of schools.

Date _____ Name _____

**ARTICLE 4
RIGHTS OF THE COMMITTEE**

In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the Town of Winthrop in the Committee and the superintendent for quality of education in, and the efficient, safe, and economical operation of the Winthrop School System, it is herein agreed that except as modified, amended, or abridged by express language in a provision of this Agreement, the Committee and superintendent retain all rights and powers that they have or may hereafter be granted by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance.

Said rights and powers include but are in no way to be construed as limited to the rights and powers to hire; fire; suspend; or in any other manner discipline; promote;

demote; transfer (permanently or temporarily); evaluate the performance of; prescribe hours for and working conditions of; assign any added, lessened, or different work responsibility to; set standards and requirements applicable to and make determinations of eligibility for any in-step wage increases for; grant tenure to; promulgate rules and

regulations pertinent to; regulate and restrict the use of school property (real or personal) by; implement improved benefits at any time for all or some of the; make any pay deductions because of the absence of, or failure to perform work by; and prescribe any professional improvement program or policies for nurses in the school system and to assign other work to whatever personnel—either in or out of the unit—that the Committee or superintendent in their discretion choose.

ARTICLE 5 GRIEVANCES

Section 1.

For the purpose of this Agreement, a grievance shall be defined as: Any complaint by a nurse covered by the Agreement that (1) he/she has been subject to a violation, inequitable application or misinterpretation of a specific provision of this Agreement or (2) he/she has been subjected to an unfair or discriminatory act contrary to established policy and practice.

Section 2.

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

Section 3.

Nothing herein contained will be construed as limiting the right of any nurse having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment above Level One and to state its views. If the nurse so chooses, a representative of the Association may be present at Level One.

Section 4.

No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department of the Town of Winthrop for any nurse involved in presenting such grievance.

Section 5.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should

be made to expedite the process. The time limits specified may be extended only by prior mutual agreement. It is understood and agreed that no grievance, dispute, misunderstanding or difference between the parties arising out of acts which occurred prior to the execution of this Agreement shall be submitted to the Committee under the provision of this Article. It is understood that any grievance pending at the conclusion of the contract will remain operative in the subsequent contract period unless settled in negotiations.

Section 6.

If at the end of the fifteen days next following either the occurrence of any grievance or the date when the nurse should reasonably have had first knowledge of its occurrence, whichever is later, the grievance shall not have been presented at Level One, as set forth below, the grievance shall be deemed to have been waived. Such time limit may be extended by mutual agreement.

Level 1.

A nurse with a grievance will first discuss it with his/her principal or immediate supervisor during non-teaching hours.

Level 2.

If at the end of three (3) school days next following such presentation, the grievance shall not have been disposed of to the aggrieved's satisfaction, the nurse may file with the president of the Association a written statement of the grievance. Such statement shall be reviewed with the nurse by the said president or his/her designee, and if after such review the nurse so desires, the grievance shall be presented in writing by the nurse to the superintendent or his/her designee within five (5) school days.

Level 3.

If at the end of ten (10) school days next following presentation of the grievance in writing to the superintendent the grievance shall not have been disposed of to the satisfaction of the nurse, the nurse may refer the grievance in writing to the chair of the School Committee within five (5) school days.

The Committee or its designated representative and the nurse and, if the nurse so elects, counsel and/or an authorized representative of the Association shall meet to discuss the grievance as promptly as possible, normally within fourteen (14) school days at a time mutually agreed upon by the chair of the School Committee and the president of the Teachers' Association.

If any person or persons are to represent the nurse at this meeting, the School Committee will be informed in writing prior to three (3) school days before the meeting of the titles and names (if possible) of such person or persons anticipated. The School Committee or its designated representative shall elect whether this discussion shall take place during working hours.

The School Committee will give its written answer to the grievance within ten (10) school days following the conclusion of the meeting. If no satisfactory settlement of the grievance is made, it may

Level 4.

Be appealed to arbitration by written notice of such intention to appeal within ten (10) school days after the receipt of the written answer under Level 3. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article VI.

Section 7.

If there is a grievance which directly affects a group or class of nurses or is of a general nature, the Association may submit such a grievance in writing directly to the level of administration having the appropriate authority to resolve said grievance. If appropriate, an individual grievance may be filed directly at the lowest level of the administration having the appropriate authority to resolve the grievance.

Section 8.

A grievance not initiated within the time specified shall be deemed waived. Failure of the nurse filing the grievance to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

Failure of the School Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

Section 9.

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 limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable. For grievances being processed during the summer, the time limits stated in terms of school days will be interpreted as referring to regular workdays (Monday through Friday, exclusive of any legal holidays).

Section 10.

The School Committee will, upon request, provide the Association with copies of any documents in its possession including approved minutes of the School Committee which may be necessary for the Association to process grievances under this Agreement.

**ARTICLE 6
ARBITRATION**

Section 1.

In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and shall be governed by the following procedure:

The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven school days after written notice of intention to arbitrate has been received from the Association, then the Association shall within five school days thereafter request the American Arbitration Association to provide a panel of arbitrators, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

The parties may by mutual agreement choose to submit more than one grievance to the same arbitrator.

Section 2.

Each party shall bear the expense of its representatives, participants, witnesses and for preparation and representation of its own case. The fees and expenses (if any) of the arbitrator and the American Arbitration Association shall be shared equally by the parties provided that the obligation of the Committee and the Association to pay shall be limited to the obligation which the Committee and the Association can legally undertake in that connection. In no event shall any present or future member of the Committee or the Association have any personal obligation for any payment under the provision of this Section.

Section 3.

The arbitrator's award shall be in writing and shall set forth his/her findings of fact with reasoning and conclusions. He/she shall arrive at his/her decisions solely upon the facts, evidence and contentions presented by the parties through the arbitration proceeding. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, and in reaching his/her decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator

shall be submitted to the School Committee and the Association and shall be final and binding upon the Committee, the Association and the teacher or group of teachers who initiated the grievance.

Section 4.

Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement.

ARTICLE 7
CONTINUITY OF EMPLOYMENT

Section 1.

In recognition of the provisions of Section 9A (a) of Chapter 150E of the Massachusetts General Laws, the Association agrees that during the term of this Agreement, or any renewal or extension thereof, neither it nor any of its agents will engage in, incite, or participate, either directly or indirectly, in any strike, sit-down, stay-in, slow-down, work stoppage, withholding of service, concerted unauthorized absences, or any other interference with assigned or expected work.

Section 2.

The Teachers' Association further agrees that should any strike, sit-down, stay-in, slow-down, work stoppage, withholding of services or any other interference occur (regardless of the lack of Association connection with the activity), it shall put forward every effort to have the activity immediately terminated, including ordering the persons concerned to return to work.

Section 3.

Any individual who violates the provisions of this Article will be subject to discipline and possible discharge by the School Committee.

Section 4.

It is agreed that in any event of an alleged breach of Section 1 or 2, the Committee may seek its redress through the grievance procedure of this Agreement, by filing an action in any appropriate court, or by exercise of any of its rights and powers, or by a combination of the above.

Section 5.

It is agreed that during the term of this Agreement, the School Committee will not seek monetary damages against the Winthrop Teachers' Association for a violation of this Article as long as the Association fully complies with the provisions of Section 2.

**ARTICLE 8
WORK YEAR AND WORK DAY**

Section 1.

The normal work year for nurses shall comprise one hundred eighty-two (182) days in accordance with the school calendar as determined and voted by the School Committee.

The 2018-2019 school year for Nurses' shall be 181 days as Nurses will be required to attend only one professional development day on September 4, 2018. The 182 day school year will be reinstated for the 2019-2020 school year.

Effective with the 2011-2012 school year, the four days previously scheduled as early release days for students shall be regular school days and the nurses shall be required to work the full day. Nurses shall be in the building when the students are in the building. Scheduling of these days shall be subject to the discretion of the Superintendent.

Section 2.

Nurses will be in their respective work locations for at least ten (10) minutes before and ten (10) minutes after the regular student day.

Section 3.

Nurses will be entitled to a duty-free lunch period of at least thirty (30) minutes except in cases of emergency. The parties acknowledge that said lunch periods are to be scheduled so as not to conflict with student recess, where applicable.

Section 4.

Nurses will be entitled to a fifteen- (15) minute break each day.

Section 5.

All employees shall be required to sign in upon arrival at school each day and sign out if they leave during the day.

**ARTICLE 9
EVALUATION**

Section 1.

The work performance of each employee covered by the Agreement shall be evaluated annually by his/her building principal using the attached form. The Teach Point Evaluation document shall be amended to incorporate the DESE standards for nurses.

Section 2.

A copy of each evaluation report shall be furnished to the employee evaluated, and he/she shall have the right to discuss the same with the evaluators. The employee shall affix his/her signature to the evaluation to indicate that he/she has seen the report.

Section 3.

Employees shall have the right, upon request, to review the contents of their respective personnel files and to have a representative of the Association accompany them. An employee will be informed whenever an addition is made to his/her personnel folder, and he/she shall have the right to submit a written response to any such material, which shall be attached thereto and be retained in the file.

**ARTICLE 10
PROBATIONARY PERIOD**

All new employees covered by this Agreement (as of September 1, 2005) shall serve a one hundred eighty- (180) workday probationary period during which any discipline, suspension, or discharge shall be at the sole discretion of the superintendent and/or his/her designee and shall not be subject to the grievance and arbitration provisions of this Agreement. Upon completion of the 180 day probationary period, no nurse shall be disciplined, discharged, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

**ARTICLE 11
COMPENSATION**

Section 1.

Nurses' salaries shall be increased by 1% effective September 1, 2018.

- (a) Nurses shall receive a one-time lump sum payment of one-quarter percent of their annual salary in year 2010-2011.
- (b) Nurse-in-charge - \$3,000 stipend

- (c) Any nurse who holds a Bachelor of Science Degree in Nursing will be placed on the Teachers’ Salary Schedule on the appropriate step and column.
- (d) Any nurse who holds a Bachelor’s Degree in an academic area other than Nursing will receive a \$ 1,500 stipend.

Section 2.

Nurses who are required to use their own automobiles on school business to travel between schools on a regular basis shall be paid \$200 annually.

Section 3. Conference Reimbursement

The Committee will pay reasonable expenses, including but not limited to registration fees, meals, and transportation expenses with transportation expenses not to exceed \$100 per nurse per year, that are incurred by nurses who are required to or request to attend workshops, seminars, college courses or other professional development sessions, or who attend these sessions to acquire Continuing Education Units (CEU) necessary to maintain Board of Nursing registration requirements. The total average cost will not exceed the tuition costs of nine (9) credits at a state university at the rate of 75% per fiscal year.

Section 4. Super Maximum

In recognition of the value of continued years of service to the Winthrop School System, a “Super Maximum” salary schedule is set forth:

<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>
\$800	\$1000	\$1200

Section 5.

Nurses covered by this Agreement, upon leaving the system, shall upon application obtain an increase in compensation in the final year of working, in the following manner: all accumulated sick leave shall be wiped off the books and in lieu thereof, the annual salary schedule for the individual concerned will be increased by twenty (20) dollars per day for each sick day surrendered.

**ARTICLE 12
SICK LEAVE**

Section 1.

Nurses will be credited with thirteen (13) days of sick leave as of the first official day of attendance of each school year.

Section 2.

Sick leave not used in any school year may accumulate from year to year up to a maximum of one hundred eighty-two (182) days as of the first official day of any school year (plus any additions under Personal Leave, Section 1).

Section 3.

Absences for periods in excess of five (5) days' duration will be paid only on submission of a doctor's certificate to the superintendent, if requested.

Section 4.

Extension beyond stated sick leave may be given in exceptional cases at the discretion of the School Committee.

Section 5.

A nurse must notify his/her principal or immediate supervisor as promptly as possible when he/she will be unable to be present because of illness.

**ARTICLE 13
PERSONAL LEAVE**

Section 1.

In the school year, up to three (3) days may be utilized for imperative personal business which could not effectively be conducted outside of school hours. The first two (2) days will be exclusive of sick leave and the third will be deducted from sick leave.

In the event that these days are not taken, the days will be added to the individual's sick day accumulation of the next school year.

Section 2.

Requests for such leave must be made in writing to the superintendent as early as possible and usually not less than forty-eight (48) hours before such absence occurs

whenever possible. In emergency situations when it is impossible to give the required notice in writing, it will be conveyed by telephone to the superintendent and later reduced to writing.

No request for personal leave will be granted so as to extend a holiday or vacation period. Exceptions to this paragraph may be granted at the sole discretion of the superintendent.

Section 3.

If the superintendent believes the purpose of the leave is not of a nature specified above, requiring the absence of the nurse during school hours, then he/she will decline to pay for such leave. This matter may, however, be presented through grievance and arbitration procedures if the individual nurse so elects.

Section 4.

Nothing in this Section shall preclude the superintendent from granting additional personal leave without pay for reasons which he/she deems urgent. In cases of personal leave without pay, deductions from salary will be made on the basis of 1/182 of the nurse's salary for each such day.

**ARTICLE 14
FAMILY MEDICAL LEAVE**

Section 1.

In accordance with the Family and Medical Leave Act of 1993, the Committee will provide eligible employees up to twelve (12) weeks of unpaid leave in a twelve- (12) month period and in accord with the Act. *This Article will be amended to include the latest changes in the Statute and Regulations.*

Eligible employees shall be defined as set forth in the Act.

Section 2.

The following reasons qualify for leave:

- to care for a newborn or a newly-placed adopted or foster child;
- to care for a child, spouse, or parent with a serious health condition;
- to care for the employee's own serious health condition.

Section 3.

Substitution of Paid Leave

If leave is taken because of the employee's own serious health condition, an eligible employee must first exhaust any accrued paid sick leave, personal leave, and vacation.

If leave is taken to care for a child, spouse, or parent with a serious health condition or to care for a newborn or newly-placed adopted or foster child, an eligible employee must first exhaust any accrued paid personal leave and vacation.

If the employee’s accrued paid leave is less than twelve (12) weeks, the remaining weeks will be unpaid.

Section 4. Benefits During Leave

The Committee will maintain health coverage for an employee on leave under this policy at the level and under the same condition as the employee would have enjoyed if not on leave. If the employee fails to return to work following the leave, unless the failure to return is due to the continuation, reoccurrence, or onset of a serious medical condition of himself/herself or family, or other circumstances beyond the employee’s control, the employee on leave under this policy will be responsible for the cost of health coverage during the period of leave.

Section 5.

The twelve- (12) month period shall be a rolling period.

Section 6.

Seniority shall accrue while an employee is on an approved FMLA leave.

Section 7. Extended Leave

In the event an employee desires a leave without pay longer than provided under the FMLA, the procedure listed will be followed:

- (a) The employee shall request the leave in writing including the expected date of return;
- (b) Such leave shall not be unreasonably denied.

**ARTICLE 15
BEREAVEMENT LEAVE**

Section 1.

Nurses will be allowed up to five (5) consecutive days’ leave without loss of pay during the school year in case of death in the immediate family. The term “immediate family” means the nurse’s spouse, child, father, mother, (stepfather or stepmother), sister, brother, or grandparent.

Section 2.

An absence of two (2) days may be granted applicable to a nurse's in-laws or the grandparents of his/her spouse, unless said relative is a member of the immediate household, in which case he/she shall be entitled to three (3) days.

These provisions shall be administered in the light of their purpose, which is to provide opportunity when needed to enable the employee to attend the funeral or to attend to family or personal matters arising as a result of the death.

**ARTICLE 16
INSURANCE BENEFITS**

Section 1.

As long as the Town of Winthrop agrees to pay eighty-five percent of the cost of the Group Insurance HMO Health Plans, one half of the cost of a \$2000 life insurance policy and a \$2000 accidental death and dismemberment policy, details of which are covered in a supplementary booklet, the School Department will deduct the employee's share from payroll checks for participating members on receipt of the proper authorization.

Eligible members of the bargaining unit may participate in any insurance plan offered by the Town of Winthrop to school department employees. The school department will deduct the employee's share from the payroll checks for participating members on receipt of the proper authorization.

On the date of retirement, life insurance may be continued in the amount of \$1,000, one-half to be paid by the retiree.

Section 2.

For the retired employee, the hospital-surgical-medical coverage may be continued through the Group Insurance Commission. If an individual does not desire to remain in the insurance plan, the retired employee may secure his/her hospital-surgical-medical coverage under any conversion contract offered by the insurance agent.

In the event the Town of Winthrop modifies its insurance plan, similar arrangements for payroll deductions will be made available to all the nurses.

Section 3.

Nurses leaving the system at the conclusion of the school year are entitled to remain in the Health Insurance Plan until August 31 of the current year.

Section 4.

Nurses on unpaid leave of absence may remain in the appropriate health plan by paying the entire premium due to the Office of the Town Treasurer, to the extent allowed by the policy and the law.

Section 5.

Nurses will be listed on the school department liability insurance policy.

Section 6.

The School Committee will pay up to one hundred (100) dollars per year for malpractice insurance for each nurse.

ARTICLE 17
SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement or any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of the invalidity or restraint.

ARTICLE 18
LAYOFF LANGUAGE/RIF/RECALL

Section 1

In the event that the School Committee decides to reduce the number of employees in the unit, the Committee shall select employees for layoff on the basis of seniority, that is, the least senior employee(s) will be laid off.

Section 2.

Unit members selected for layoff shall be notified prior to June 1 of the school year prior to the school year in which the layoff is to become effective.

Section 3.

Unit members who are laid off shall be placed on a layoff/recall list for a period of twenty-six (26) months. Whenever a vacancy should occur within the unit, the most senior employee on the layoff/recall list shall be offered the vacant position, in the order of seniority, before the School Committee offers such vacant position to outside applicants.

Section 4.

Seniority shall be computed as unbroken length of service in months, weeks, and days, as an employee within the unit. Authorized leaves of absence shall not constitute a break in seniority.

Section 5.

A seniority/recall list will be posted annually by October 1 and be subject to correction through the grievance process.

Section 6.

In the event that two (2) or more unit members shall have identical seniority, their educational attainment and certification as set forth in the salary schedule shall be used to determine relative seniority; if they are still equal, lots will be drawn to establish relative seniority.

**ARTICLE 19
CLOTHING ALLOWANCE**

Upon employment* each unit member will be eligible for a one hundred (100) dollar reimbursement for the purchase of a lab coat or other uniform. Such reimbursement will be provided after submission of a purchase receipt to the superintendent.

*Effective September 1, 1991, unit members who are employed prior to the current contract year will be eligible for the clothing allowance subject to submission of the purchase receipt as set forth in the paragraph above.

**ARTICLE 20
SICK LEAVE BANK**

Section 1.

Effective for the duration of this Agreement, a sick leave bank will be established for use by qualified members of the bargaining unit whose sick leave accumulation is exhausted through serious prolonged illness/accident and who require additional leave to make full recovery from an extended illness/accident.

Section 2.

Each member of the bargaining unit shall submit one (1) sick day of his/her personal accumulation to the Sick Leave Bank to be utilized by nurses who qualify and who have exhausted their own individual leave, both annual and accumulated and who still have a serious extended illness.

Section 3.

Personnel shall not qualify for consideration of extended illness leave within the framework of the Sick Leave Bank unless they have accumulated at least 20 sick leave days (after the submission required by Section 2). Once a nurse has become eligible for the benefits of the Sick Leave Bank he/she shall continue such eligibility for the duration of this Agreement.

Section 4.

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two members designated by the School Committee to serve at its discretion and two members designated by the Association to serve at its discretion.

Section 5.

Any sick leave granted under the provisions of the Article shall expire at the end of the school year.

There shall be no accumulation or carryover to successive years of unused sick leave bank days beyond the term of this Agreement.

Section 6.

Sick Leave Bank days shall only be available after the infirmed employee has exhausted his/her entire personal sick leave, both annual and accumulated.

Section 7.

All requests for grants from the Bank shall be in writing and shall be accompanied by certification of a physician as to the illness and/or disability of the teacher and the anticipated extent of recovery time necessary.

Section 8.

Application for benefits may be made prior to the employee's exhaustion of his/her personal sick leave to expedite benefits, but drawings upon the Bank will not

actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided.

Section 9.

The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.

If additional days are needed, they must be requested in writing and contain further certification by a physician.

Section 10.

The Sick Leave Bank Committee may request further evidence or a second physician's opinion before granting additional days from the Bank.

Section 11.

Subject to the foregoing requirements, the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and the amount of leave to be granted. The following general criteria shall be considered by the Committee in administering the Bank and in determining the amount of leave:

1. Medical evidence of serious extended illness;
2. Prior utilization of eligible sick leave.

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

No days may be withdrawn from the Sick Leave Bank for any illness other than prolonged illness or accident. Days may not be withdrawn to permit an individual to stay at home to care for other members of the family and in no instance may days be withdrawn for purposes of a normal maternity.

**ARTICLE 21
SMALL NECESSITIES LEAVE ACT**

Section 1

Employees who are eligible for twenty-four (24) hours of unpaid leave pursuant to the Small Necessities Leave Act (Massachusetts General Laws, Chapter 149, Section 52D) must substitute any accrued paid personal leave for any of the leave provided under the Act.

Section 2.

To be entitled to leave, employees must provide notice to the superintendent as follows:

- (a) If the need for leave is foreseeable, the employee must request the leave not later than seven (7) days in advance;
- (b) If the need is not foreseeable, the employee must notify the employer as soon as practicable under the particular circumstances of the individual case;

(c) Employees must complete the attached certificate form.

Employee’s Certification

I certify that on _____, I will/did take _____ hours of leave for the following purpose:

- ___ to participate in school activities directly related to the educational advancement of my son or daughter;
- ___ to accompany my son or daughter to routine medical or dental appointments such as check-ups or vaccinations;
- ___ to accompany an elderly relative to routine medical or dental appointment or appointments for other professional services related to the elder’s care.

Name: _____ Date: _____

**ARTICLE 22
BACKGROUND CHECKS (CORI AND SAFIS)**

It shall be the policy of the school district that, as required by law, a state and national fingerprint criminal background check will be conducted to determine the suitability of full or part time current and prospective school employees, who may have direct and unmonitored contact with children. School employees shall include, but not be limited to any apprentice, intern, or student teacher or individuals in similar positions, who may have direct and unmonitored contact with children. The School Committee shall only obtain a fingerprint background check for current and prospective employees for whom the School Committee has direct hiring authority. In the case of an individual directly hired by a school committee, the School Committee shall review the results of the national criminal history check. The Superintendent shall also obtain a state and national fingerprint background check for any individual who regularly provides school related transportation to children. The School Committee, Superintendent or Principal, as

appropriate, may obtain a state and national fingerprint criminal background check for any volunteer, subcontractor or laborer commissioned by the School Committee, school or employed by the city or town to perform work on school grounds, who may have direct and unmonitored contact with children. School volunteers and subcontractors/laborers who may have direct and unmonitored contact with children must continue to submit state CORI checks.

The fee charged by the provider to the employee and educator for national fingerprint background checks will be \$55.00 for school employees subject to licensure by DESE and \$35.00 for other employees, which fee may from time to time be adjusted by the

appropriate agency. The employer shall continue to obtain periodically, but not less than every three (3) years, from the department of criminal justice information services all available Criminal Offender Record Information (CORI) for any current and prospective employee or volunteer within the school district who may have direct and unmonitored contact with children.

Direct and unmonitored contact with children is defined in DESE regulations as contact with a student when no other employee who has received a suitability determination by the school or district is present. “Contact” refers to any contact with a student that provides the individual with opportunity for physical touch or personal communication.

This policy is applicable to any fingerprint-based state and national criminal history record check made for non-criminal justice purposes and requested under applicable federal authority and/or state statute authorizing such checks for licensing or employment purposes. Where such checks are allowable by law, the following practices and procedures will be followed.

Requesting CHRI (Criminal History Record Information) checks.

Fingerprint-based CHRI checks will only be conducted as authorized by state and federal law, in accordance with all applicable state and federal rules and regulations. If an applicant or employee is required to submit to a fingerprint-based state and national criminal history record check, he/she shall be informed of this requirement and instructed on how to comply with the law. Such instruction will include information on the procedure for submitting fingerprints. In addition, the applicant or employee will be provided with all information needed to successfully register for a fingerprinting appointment.

Access to CHRI

All CHRI is subject to strict state and federal rules and regulations in addition to Massachusetts CORI laws and regulations. CHRI cannot be shared with any unauthorized entity for any purpose, including subsequent hiring determinations. All receiving entities are subject to audit by the Massachusetts Department of Criminal

Justice Information Services (DCJIS) and the FBI, and failure to comply with such rules and regulations could lead to sanctions. Federal law and regulations provide that the exchange of records and information is subject to cancellation if dissemination is made outside of the receiving entity or related entities. Furthermore, an entity can be charged criminally for the unauthorized disclosure of CHRI.

Storage of CHRI

CHRI shall only be stored for extended periods of time when needed for the integrity and/or utility of an individual’s personnel file. Administrative, technical, and physical safeguards, which are in compliance with the most recent CJIS Security Policy have been implemented

to ensure the security and confidentiality of CHRI. Each individual involved in the handling of CHRI is to familiarize himself/herself with these safeguards.

In addition to the above, each individual involved in the handling of CHRI will strictly adhere to the policy on the storage, retention and destruction of CHRI.

Retention and Destruction of CHRI

Federal law prohibits the repurposing or dissemination of CHRI beyond its initial requested purpose. Once an individual's CHRI is received, it will be securely retained in internal agency documents of the following purposes *only*:

- Historical reference and/or comparison with future CHRI requests
- Dispute of the accuracy of the record
- Evidence for any subsequent proceedings based on information contained in the CHRI.

CHRI will be kept for the above purposes in a secure location in the office of the Superintendent.

When no longer needed, CHRI and any summary of CHRI data must be destroyed by shredding paper copies and/or by deleting all electronic copies from the electronic storage location, including any backup copies or files. The shredding of paper copies of CHRI by an outside vendor must be supervised by an employee of the district.

CHRI Training

An informed review of a criminal record requires training. Accordingly, all personnel authorized to receive and/or review CHRI at the district will review and become familiar with the educational and relevant training materials regarding SAFIS and CHRI laws and regulations made available by the appropriate agencies, including the DCJI

Determining Suitability

In determining an individual's suitability, the following factors will be considered; these factors may include, but not necessarily be limited to: the nature and gravity of the crime and the underlying conduct, the time that has passed since the offense, conviction and/or completion of the sentence, nature of the position held or sought, age of the individual at the time of the offense, number of offenses, any relevant evidence of rehabilitation or lack thereof and any other factors deemed relevant by the district.

A record of the suitability determination will be retained. The following information will be included in the determination:

- The name and date of birth of the employee or applicant

- The date on which the school employer received the national criminal history check results, and
- The suitability determination (either “suitable” or “unsuitable”)

A copy of an individual’s suitability determination documentation must be provided to another school employer, or to the individual, upon request of the individual for whom the school employer conducted a suitability determination.

Relying on Previous Suitability Determination

The school employer may obtain and may rely on a favorable suitability determination from a prior employer, if the following criteria are met:

- The suitability determination was made within the last seven years; and
- The individual has not resided outside of Massachusetts for any period longer than three years since the suitability determination was made; and
- The individual has been employed continuously for one or more school employers or has gaps totaling no more than two years in his or her employment for school employees; or
- If the individual works as a substitute employee, the individual is still deemed suitable for employment by the school employer who made a favorable suitability determination. Upon the request of another school employer, the initial school employer shall provide documentation that the individual is still deemed suitable for employment by the initial school employer.

Adverse Decisions Based on CHRI

If inclined to make an adverse decision based on an individual’s CHRI, the district will take the following steps prior to making a final adverse determination:

- Provide the individual with a copy of his/her CHRI used in making the adverse decision;
- Provide the individual with a copy of this CHRI Policy;
- Provide the individual the opportunity to complete or challenge the accuracy of his/her CHRI; and
- Provide the individual with information on the process for updating, changing, or correcting CHRI.

A final adverse decision based on an individual’s CHRI will not be made until the individual has been afforded a reasonable time depending on the particular circumstances not to exceed thirty days to correct or complete the CHRI.

Secondary Dissemination of CHRI

In an individual's CHRI is released to another authorized entity, a record of that dissemination must be made in the secondary dissemination log. The secondary dissemination log is subject to audit by the DCJIS and the FBI. The following information will be recorded in the log:

- Subject Name
- Subject Date of Birth
- Date and Time of the dissemination
- Name of the individual to whom the information was provided
- Name of the agency for which the requestor works
- Contact information for the requestor and
- The specific reason for the request.

Reporting to Commissioner of Elementary and Secondary Education

Pursuant to state law and regulation, if the district dismisses, declines to renew the employment of, obtains the resignation of, or declines to hire a licensed educator or an applicant for a Massachusetts Educator license because of information discovered through a state or national criminal record check, the district shall report such decision or action to the Commissioner of Elementary and Secondary Education in writing, within thirty (30) days of the employer action or educator resignation. The report shall be in a form requested by the Department and shall include the reason for the action or resignation as well as a copy of the criminal record checks results. The Superintendent shall notify the employee or applicant that it has made a report pursuant to the regulations to the Commissioner.

Pursuant to state law and regulation, if the district discovers information from a state or national criminal record check about a licensed educator or an applicant for a Massachusetts educator license that implicates grounds for license action pursuant to regulations, the Superintendent shall report to the Commissioner in writing within thirty

(30) days of the discovery, regardless of whether the district retains or hires the educator as an employee. The report must include a copy of the criminal record check results to the employee or applicant. The school employer shall notify the employee or applicant that it has made a report pursuant to regulations to the Commissioner and shall also send a copy of the criminal record check results to the employee or applicant.

This Statewide Applicant Fingerprint Identification Services (SAFIS) Form will be given to school employees who must comply with the background check policy.

Winthrop Public Schools
Town Hall
One Metcalf Square
Winthrop, MA 02152

REQUIRED

STATEWIDE APPLICANT FINGERPRINT IDENTIFICATION SERVICES (SAFIS)

As part of the Commonwealth of Massachusetts Statewide Applicant Fingerprint Identification Services (SAFIS) program, all school employee must go through a state and national criminal history record check.

In order to comply with this program, all employees must go to the following website <http://www.identogo.com/FP/Massachusetts.aspx>. The site will provide information and closest locations (Beverly, Dorchester, Tewksbury or Wilmington) to make an appointment for fingerprinting. At the time of your fingerprinting you will receive a receipt which is proof that you have completed the process. This receipt needs to be returned to the Superintendent's office.

Name
of Applicant _____

Position

School

Adopted by the Winthrop School Committee 5/18/15

**ARTICLE 23
ELECTRONIC COMMUNICATION/NETWORK
ACCEPTABLE USE POLICY**

All members of the bargaining unit will sign and follow the Winthrop Public Schools Electronic Communication/Network Acceptable Use Policy. A copy of the policy is included in this Agreement as Appendix A.

**ARTICLE 24
ACCESS TO KEYS POLICY**

To the extent members of the bargaining unit have been given access to keys to a school, they shall sign for and be subject to the Access to Keys Policy. A copy of the policy is included in this Agreement as Appendix B.

**ARTICLE 25
PROFESSIONAL DEVELOPMENT PROVIDED BY NURSING STAFF**

A nurse may prepare for and present professional development to the staff with the permission of the Superintendent or his/her designee.

A nurse who presents professional development will be reimbursed for supplies necessary to complete the assignment.

A nurse will be paid at the rate of \$25.00 per hour for preparing professional development.

**ARTICLE 26
NURSE CERTIFICATION**

All nurses hired after the effective date of this Agreement must meet the requirements of the Department of Elementary and Secondary Education.

**ARTICLE 27
STAFFING**

Section 1

Every school in Winthrop will be staffed by a nurse.

Section 2

The Winthrop School Department shall use its best efforts to have a nurse substitute available to take over if a nurse is out sick or unable to work.

Section 3.

A nurse who is taken from her assignment to go to another school to give medication, check diabetic students, attend to an accident/injury will be paid an additional \$50.00 for providing this assistance.

**ARTICLE 28
DURATION**

This Agreement shall become effective as of September 1, 2018, and continues in full force and effect until August 31, 2019, and from year to year thereafter unless either party notified the other prior to January 2019, or any January thereafter, of its desire to terminate or modify the Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seal by their duly authorized representatives this ____ day of _____.

WINTHROP TEACHERS' ASSOCIATION
NURSES UNIT

WINTHROP SCHOOL COMMITTEE

By: _____

By: _____

APPENDIX A

ELECTRONIC COMMUNICATION SYSTEM/NETWORK ACCEPTABLE USE POLICY

It is the policy of the Winthrop Public Schools that staff will use the school district's electronic communication system/network ("system/network"), including the Internet, voice mail, and e-mail, in a responsible, legal, and ethical manner. Failure to do so or otherwise to comply with this Acceptable Use Policy may result in the suspension or termination of system/network privileges for the user, disciplinary action up to and including discharge, and/or prosecution under federal or state law.

PURPOSE

The system/network is the property of the school district and is intended to be used for business purposes only. This may include using the system/network to conduct research and to communicate with others concerning educational and business matters.

ACCEPTABLE USE

Use of the system/network is a privilege, not a right. Any use of the system/network must be consistent with, and directly related to, the educational objectives and business purposes of the Winthrop Public Schools. A violation of the terms of this Acceptable Use Policy may result in the suspension or termination of system/network privileges, and also may result in other disciplinary action, consistent with any applicable collective bargaining agreements, statutes, or district-wide disciplinary policies. Users should be aware that violation of these provisions that constitute a crime also may result in criminal prosecution.

The following conduct violates the Acceptable Use Policy:

- (a) using the system/network for personal or recreational purposes or activities;
- (b) sending "chain letters" or "broadcast" messages to lists or individuals, or subscribing to "listserves" or "newsgroups," without permission;
- (c) accessing discussion groups or "chat rooms" whose purpose is not primarily educational;
- (d) using the system/network to buy, sell, or advertise anything, without permission;
- (e) using the system/network for gambling purposes;
- (f) using the system/network for political campaigning purposes, including but not limited to attempts to influence ballot questions or to promote or oppose a candidate for public office;
- (g) using or transmitting profane, obscene, vulgar, sexually explicit, threatening, defamatory, abusive, discriminatory, harassing, criminal, or otherwise

- (h) objectionable messages or materials via the system/network; employees are also prohibited from visiting Internet sites posting such materials and from downloading or displaying such materials;
- (i) using the system/network for illegal purposes, in support of illegal activities, in a manner that violates any federal or state law, or for an activity prohibited by school district policy, including but not limited to the spreading of computer viruses;
- (j) using another person's password or pretending to be someone else when using the system/network;
- (k) accessing, reading, altering, deleting, or copying another user's messages or data without express written approval;
- (l) attempting to gain unauthorized access to system/network programs or computer equipment, including attempts to override, or to encourage others to override, any firewalls established on the system/network;
- (m) installing software or data on the system/network without first having the information scanned by the system/network administrator for viruses or other incompatibility.

Employees are required to comply with copyright, software licenses, and intellectual property laws. The school district strongly condemns the illegal distribution (otherwise known as "pirating") of software. Any users who are caught transferring such files through the network, and whose accounts are found to contain such illegal files, shall have their system/network privileges terminated. In addition, all users should be aware that software piracy is a federal offense and is punishable by a fine or imprisonment.

MONITORED USE

All messages and information created, sent, or retrieved on the system/network are the property of the Winthrop Public Schools, and should not be considered to be confidential. The system/network's backup mechanism automatically stores communications, including those that employees "delete." Although the school district does not plan to review such communications on a regular basis, it reserves the right to access and monitor all messages and information on the system, as it deems necessary and appropriate in the ordinary course of business, to prevent abuse by employees, to ensure the proper use of resources, and to conduct routine maintenance. Where appropriate, communications, including text and images, may be disclosed to law enforcement officials in response to proper requests, or to other third parties in the context of proper requests in the course of litigation, without the prior consent of the sender or receiver. Employees who use the system/network are considered to have consented to such monitoring and disclosure.

The system/network is not to be considered as a resource intended for use as a public forum or for any purpose that is not directly related to the school district's business interests.

E-mail messages are public records, subject to disclosure under Massachusetts General Laws, Chapter 66, Section 10. E-mail communications, therefore, should be printed and maintained in hard copy in the school district's files, so that they can be made available to the public, upon request, for inspection or copying.

Employees should avoid sending documents or information containing confidential or sensitive material, such as student record and personnel information, via the system/network, due to concerns relating to the security of such documents or information.

Employees should not discuss litigation in e-mail messages, because such messages are not privileged and are subject to discovery in litigation against the school district.

LIABILITY

The Winthrop School System assumes no responsibility or liability for:

- (a) any unauthorized charges or fees incurred as a result of an employee's use of the system/network, including but not limited to telephone charges, long distance charges, per minute surcharges, and/or equipment or line charges;
- (b) any financial obligations arising out of the unauthorized use of the network for the purchase of products or services;
- (c) any information or materials that are transferred through the system/network;
- (d) any cost, liability, or damages caused by a user's violation of this Acceptable Use Policy, or any other inappropriate use of electronic resources of the Winthrop School System.

The Winthrop School System makes no guarantee, implied or otherwise, regarding the reliability of the data connection, and shall not be liable for any loss or corruption of data resulting while using the system/network.

WINTHROP PUBLIC SCHOOLS ELECTRONIC COMMUNICATION SYSTEM/NETWORK ACCEPTABLE USE POLICY

EMPLOYEE CONFIRMATION OF RECEIPT

I certify that I have received, been provided an opportunity to ask questions about the content of, and understand the Electronic Communication System/Network Acceptable Use Policy of the Winthrop Public Schools.

I acknowledge that the Winthrop School System telecommunication system, including but not limited to voice mail, fax mail, electronic mail, and access to the Internet is school department property and by my use of the system consent to the monitoring of the system.

I further acknowledge that my continued access to the telecommunication system is conditioned upon strict adherence to the policy. Any violation of this policy or use of the Winthrop School System telecommunication system for improper purposes shall subject me to discipline, up to and including discharge.

Employee Name

Employee Signature

Date

APPENDIX B
WINTHROP SCHOOL DEPARTMENT ACCESS TO KEYS POLICY

I, _____, an employee at the _____ School in Winthrop, Massachusetts, acknowledge that I have been given keys to the _____ School. I understand and agree that as a recipient of the keys to the school, I may access the school as needed in order for me to perform my job. I further understand that I am not permitted to make additional sets of keys without authorization from _____, nor am I permitted to transfer, give, or loan the keys to any individual who has not been authorized by _____, principal of the _____ School to receive a set of keys. A violation of this policy may subject me to discipline.

Employee Name

Employee Signature

Date

**Appendix C
Salary Schedule**

**Appendix C
Winthrop Nurses
Salary Schedule
9/1/2018 - 6/30/2019**

STEPS	9/1/2018	6/30/2019
	1%	1%
1	\$37,930.55	\$38,309.86
2	\$39,748.55	\$40,146.04
3	\$41,736.23	\$42,153.59
4	\$43,820.87	\$44,259.08
5	\$46,009.54	\$46,469.64
6	\$47,143.77	\$47,615.21
7	\$48,275.98	\$48,758.74