

AGREEMENT BETWEEN
HAVERHILL SCHOOL COMMITTEE
AND
SCHOOL NURSES
MASSACHUSETTS NURSES ASSOCIATION
JULY 1, 2022 – JUNE 30, 2026

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AGREEMENT

THIS AGREEMENT made and entered into on this 1st day of July, 2022 by and between the HAVERHILL SCHOOL COMMITTEE, hereinafter referred to as "THE SCHOOL DEPARTMENT" and SCHOOL NURSES – MASSACHUSETTS NURSES ASSOCIATION hereinafter referred to as the "ASSOCIATION".

The Nurses shall perform nursing duties only, within the School Department and provide School Health Services on a school year basis. All nurses shall be Registered Nurses (R.N.).

WITNESSETH

WHEREAS: It is the intention and purpose of the parties hereto to promote and improve the efficient administration of the School Department's operation and the well being of its employees to establish a mutual understanding relative to personnel, policy, practice and procedures and matters affecting compensation, work time and conditions of employment, and to provide for amicable discussion and adjustment of matters of mutual interest and concern;

NOW: Therefore, in consideration of the mutual promises and Agreements herein contained, the parties mutually agree as follows:

ARTICLE I: RECOGNITION

Section 1. Recognition The School Department recognizes the Association as the exclusive bargaining agent for all employees in the job classification.

Section 2. Participation in Professional Association The School Department recognizes the right of any employee to become a member of their professional organization. The School department will not discourage, discriminate, or in any way interfere with the right of any employee to become and remain a member of their professional organization.

ARTICLE II: ASSOCIATION SECURITY

All present employees who are members of the Association on the effective date of this Agreement shall remain members in good standing for the term of this Agreement.

Section 1. Agency Shop Clause Membership in the Association is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Association, as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.

Membership in the Association is separate, apart, and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly

and equally without regards to whether or not an employee is a member of the Association. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Association, and this Agreement has been executed by the Employer after it has satisfied itself that the Association is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pays his/her own way and assumes his/her fair share of the obligation along with the grant of equal benefit contained in this Agreement.

For present employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

Section 2. Payroll Deduction of Association Dues Upon receipt of signed authorization from employees in the bargaining unit, the School Department shall deduct from the employee's pay the dues payable by such employees to the Association. Deductions shall be remitted to the Association no later than ten (10) days from the date of which the deduction was made. The School Department shall furnish the Association with a record of each deduction showing the amount and the employee from whom such deduction was made.

ARTICLE III: CONDUCT OF ASSOCIATION BUSINESS

Upon notification and approval by Building Principal, authorized Agents of the Association shall have access to the premises where employees covered by this Agreement are employed during work hours, including the right to investigate working conditions, collect dues and inspect all time cards and other payroll records for the purpose of determining whether or not the terms of this Agreement are being complied with. The School Department will make such records available within a reasonable period of the Association's request and will provide a suitable bulletin board in a conspicuous place for posting of information of interest to the members of this Association.

ARTICLE IV: LOCAL CHAIRPERSONS

The Association shall have the right to designate a Local Chairperson and a Vice Chairperson. They shall be permitted to leave their post for and at any reasonable time during working hours, upon notification and approval to his/her immediate supervisor, for the purpose of ascertaining the facts concerning complaints or grievances and the presentation of such complaints or grievances to the Superintendent or his/her designated representative without deduction from his/her pay for the time lost for such purpose. Local Chairpersons shall have no authority to take strike other action interrupting the School Department's business. The School Department recognizes these limitations upon the authority of the Local Chairperson and shall not hold the Association liable for any unauthorized acts. The School Department in recognizing such limitations shall have the authority to impose proper discipline, including discharge in the event the Local Chairperson has taken unauthorized action, slow-down, or work stoppage in violation of this Agreement. The Association reserves the right to remove the Local Chairperson at any time for the good of the Association.

ARTICLE V: HOURS OF WORK

Section 1. Definitions Full-Time Employee - a nurse who normally works thirty-five (35) hours per week for the entire school year shall be considered a ten (10) month employee.

Section 2. Work Week Work week will be Monday through Friday. The workday shall consist of a seven (7) hour day. Employees covered by this Agreement will be provided a thirty (30) minute duty free lunch period.

Section 3. Workshop Seminars Workshop seminar meetings, etc., during working hours are mandatory when requested in writing by the Nurse Leader/Superintendent.

Section 4. Flex-time All additional hours worked over and above the regular work week and approved by the Nurse Leader shall be made up to each employee in the form of flex-time to be used within a reasonable time period.

Section 5. Assignment Assignment of all personnel shall be at the discretion of the superintendent.

Section 6. DESE Certification The granting of waivers shall be at the sole discretion of the superintendent.

Section 7. Staff Meetings Staff meetings will start not less than twenty (20) minutes after student dismissal. Nurses may be required to remain after the end of the regular day, without compensation, for up to two (2) hours, in order to attend the meetings described in sections a and b below. However, in any case, the total monthly meeting time will not exceed three hours and fifty minutes per month.

- a. Faculty/Staff Meetings – First or third Wednesday of each month selected by the principal. The regular meetings will be scheduled to start not less than twenty (20) minutes after student dismissal time. The meetings are not to exceed fifty (50) minutes. If for any reason school is not in session on both Wednesdays – faculty/staff meetings may be rescheduled with a 48 hours' notice by the school principal.
- b. Curriculum Meetings – On Early Release/Staff PD days Curriculum meetings will extend the professional development time by not more than two (2) hours beyond the school's instructional day, in order to support extended periods of staff learning and planning time. On these days, either one (1) PD ½ day or one (1) curriculum meeting per month, professional development may be offered at a variety of sites across the school district. To support staff in relocating during the extended PD day, a one-hour lunch will be allotted, in addition to a twenty (20) minute travel period.

In months that do not have an Early Release/Staff PD day Curriculum, meetings will be scheduled on Wednesdays. The curriculum meeting will be scheduled to start not less than twenty (20) minutes after student dismissal time. They are not to exceed two (2) hours beyond the scheduled student dismissal time.

- c. In the event a meeting in addition to the above is necessary because of an emergency or exceptional circumstances, with notice, the Superintendent may call an emergency unscheduled meeting.
- d. In all schools, in addition to the afternoon meetings for which provisions are made in the above three sections, nurses are required to attend not more than four (4) evening meetings each school year. The evening meetings are expected not to exceed ninety (90) minutes in length. Such meeting dates shall be shared in advance by the nurse leader. Nurses will be given first choice of meetings in their assigned building. Remaining openings will be shared with nurses across the school district to choose from to meet their contractual expectation of four evening meetings per year.

The work year for nurses shall consist of no more than 182 days, which shall occur between Monday before Labor Day and June 30. Of the 182 days, no more than 180 (603 CMR 27.03) of them shall occur with students in attendance, at least one of which shall be for orientation before the opening of school and one of which shall be for professional development. The work year may be extended for no more than three (3) additional days for professional development of staff on an as scheduled basis with nurses to be paid for each day so scheduled at a rate of 1/180th of their then current salary, notwithstanding the provisions of Article II B (1). Said days shall be scheduled between the opening day of school and within four (4) days of the last day for students.

The school schedules for nurses shall mirror that of the teachers presently as follows:

Level	Nurse in Assigned Classroom*	Student Start Time	Student Dismissal	Nurse Departure Mon.-Thurs.	Nurse Departure Friday
High School	7:20	7:25	2:05	2:25	2:20
Middle Schools/Bradford Elementary	8:15	8:30	2:45	3:10	2:55
Elementary Schools/Golden Hill/Pentucket Lake/Silver Hill/Moody	8:45	9:00	3:15	3:40	3:25
Kindergarten AM	8:55	9:00	11:30		N/A
Kindergarten PM	12:45	12:30	3:15	3:45	3:25

*Or to a location designated by the Principal.

The calendar for the nurse work year will reflect a half-day closing the day before Winter Recess.

ARTICLE VI: LEAVES

Section 1. Sick Leave Accrual Employees shall accrue sick leave benefits at the rate of one and one quarter (1 1/4) days per month for each month in service to the School Department. Sick leave credit will accrue at once for full-time employees starting work on the first

working day of a calendar month, otherwise on the first day of the month following employment.

Employees are entitled to up to five (5) days of sick leave in each school year when they have been exposed to a contagious disease or when there is a serious illness of a spouse, child, or parent. Proof of such illness in the form an extended family sick leave certificate or a doctor's statement is required before payment of compensation can be made.

Full-time employees who are absent without pay and/or leave without pay for more than one (1) day in any calendar month shall not receive sick leave credit for that month.

In case of death of an employee, all unused accumulated sick leave shall be paid to the employee's spouse or if in case of unmarried employee to the employee's estate.

Section 2. Voluntary Donation of Accumulated Time In the event of a long-term illness of an employee with no sick leave credits, individual employees may volunteer to donate at least one (1) day but no more than five percent (5%) of their accumulated sick leave time to the employee on a sign up basis through the Human Resources Department. Such donated time may not exceed a total of two hundred and forty (240) days for the duration of the employee's illness. The use of such donated time will be recorded by the Human Resources Department and notification will be given to the donor and department head.

Section 3. Bereavement Leave In the event of death in the immediate family, an employee shall be granted a maximum of five (5) days with pay (not to exceed one (1) tour of duty where applicable) for spouse, parent, child, or grandchild; three (3) days for brother, sister, foster parent, grandparent, spouse's parent; and one (1) day for aunt, uncle, brother-in-law, sister-in-law.

If the funeral is held outside the City, up to an additional three (3) days may be granted if approved by the department administrator. Additional days may be taken from sick leave.

Section 4. Personal Days All employees shall be entitled to three (3) personal days with pay in each school year for personal reasons. An employee must work six (6) months prior to becoming eligible to use these three (3) Personal Days. During the first six (6) months of employment, a Personal Day may be granted on an emergency basis by the Superintendent.

The Wednesday preceding Thanksgiving shall be observed as a half-day off with pay for those 42-week employees only. This half-day policy will coincide with the closing of the Haverhill Public Schools in observance of Thanksgiving.

Section 5. Maternity Leave Every female employee, whether permanent part-time or full-time, shall be entitled to up to eight (8) weeks' maternity leave without loss of accrued employment benefits, in connection with childbirth, provided the following conditions are met:

(a) Said employee shall have completed any applicable probation period in the position in which the employee was initially hired. If such probation period is longer than six (6) months, then six (6) months of employment shall suffice to satisfy this condition. (b) Said

employee shall give two (2) weeks' advance notice of such departure date, which notice shall indicate intent to return to work. (c) Said employee shall be entitled to return to same position before or upon eight (8) weeks from the departure date without loss of employment benefits accrued prior to commencing such leave. Accrued sick leave benefits shall be provided in connection with pregnancy related illnesses, disability, or convalescence, on the same basis as provided for any other illness, disability, or convalescence.

Section 6. Military Leave Employees required to fulfill military reserve training or serve temporary tours of duty shall be compensated the difference between the military service pay and their regular week's pay. Notice of the intended leave shall be given in advance to the Superintendent via the employee's military order, and a copy of the military pay voucher shall be submitted to the Superintendent upon return.

Section 7. Workers Compensation The Workers Compensation Claim Procedure shall be in accordance with Massachusetts General Laws, Ch. 152 (including s.69). This policy shall apply to all employees. It shall be the policy of the School Department to provide for employee treatment and compensation under the Worker's Compensation Law. By definition, work-related shall mean an accident, injury, or occupational illness (exposure), which occurs in the performance of duties as an employee of the School Department. This section shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE VII: PROFESSIONAL DEVELOPMENT

Section 1. Professional Development Points Educators with standard certificates issued or renewed after December 1, 1999 must develop Individual Professional Development Plans that include 150PDPs. At least 120 PDPs must be in the content area of the certificate or in pedagogy directly related to the primary certificate with at least 90 of these PDPs in the content area of the primary certificate. Educators working in Massachusetts public schools must get initial approval of their professional development plans from their supervisors. The supervisor shall approve the plan if 120 of the content and pedagogy PDPs are consistent with school and district educational improvement goals. A minimum of 10 PDPs must be earned in a specific topic to count toward recertification. Educators must include their supervisor's endorsement of the complete professional development plan in their application for recertification. Professional development plans must include an additional 30 PDPs in the content area of each additional certificate to be renewed.

Educators who participate in school and district based in-service programs that focus on strengthening professional knowledge and skills in content may receive PDPs after the successful completion of a professional development program (minimum of 10 hours on a topic) with an observable demonstration of learning that could include a written produce or other documentable product.

Section 2. School Nurse Association The City agrees to provide one (1) membership for the School Nurses in the School Health Nurse Association (MSNO/NASN).

Section 3. Tuition Reimbursement Effective 7/1/2023: The Committee agrees to allocate five thousand dollars (\$5,000) per school year for tuition reimbursement for

bargaining unit members. The courses must be undergraduate or graduate level courses relating to the role of an RN and support the education needs of Haverhill Public Schools students.

All members are eligible for undergraduate or graduate reimbursement for courses taken at an accredited college or university. Reimbursement shall be at the rate of one hundred forty dollars (\$140.00) per credit with total reimbursement allowed for tuition, per course, not to exceed four hundred and twenty dollars (\$420.00). Fees and PDP's are not eligible for reimbursement.

Members shall be reimbursed up to the first three (3) college credits based on a first come, first eligible basis using the date of initial submission. If there are funds not committed by June 1st, then those eligible members shall be reimbursed for the second three (3) college credits, then the third three (3) college credits, and so on until all funds are allocated. No funds beyond the amount allocated above shall be required to fund any request for reimbursement herein.

The following must be submitted for approval to the Superintendent or his/her designee when seeking course approval/tuition reimbursement:

1. Prior to taking the course(s):
 - a. Submit the completed course approval/request for reimbursement form. Members are responsible for submitting all of the required information on the course approval/tuition reimbursement form before the course is approved. Forms submitted for approval after the start of the course will not be considered.
2. Upon completion of course(s):
 - a. Provide official transcripts verifying the college/university, name of employee, title of course, date course was completed and a grade of B or better. Submit to Human Resources along with the signed course approval request.
 - b. Submit the proper documentation within thirty (30) days of completing the course and the reimbursement will be paid within (60) days of receipt of required documentation.

Any tuition payments that were disbursed within two (2) years from the date of resignation, will be reimbursed to the district by the member.

ARTICLE VIII: SENIORITY

Section 1. Seniority Employees shall receive benefits for their continuous length of service as a City/School Department employee. Seniority shall begin when they become a permanent employee with the School Department in accordance with M.G.L. Ch. 31, S.33. Prior service accrued while employed by the Public Health Dept. will be credited to each nurse's seniority effective July 1, 2012.

Section 2. Promotions/Vacancies Vacant Nurse positions shall be posted on appropriate bulletin boards for a period of seven (7) days. Any Nurse interested in applying for said vacancy shall make application to the Human Resources Department.

Whenever possible, selection shall be made among the most qualified candidates employed within this unit. The final decision as to selection rests with the Superintendent as to promotions.

ARTICLE IX: GRIEVANCE PROCEDURE

GRIEVANCE PROCEDURE: An employee may request the settlement of a grievance or dispute by observing the following procedure within ten (10) days:

The term grievance shall mean any dispute concerning the application or interpretation of the terms of this collective bargaining agreement.

STEP ONE: The grievance procedure shall be as follows: An employee and/or Association shall submit a grievance in writing to the Nurse Leader for such purpose not later than ten (10) days after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which there was a reasonable basis for knowledge of the occurrence.

The Nurse Leader shall discuss the matter with the employee or Association involved within seven (7) calendar days following submission and shall give a written answer within five (5) days after the grievance has been discussed with the employee and/or Association.

STEP TWO: If said grievance is not resolved by the Nurse Leader satisfactorily, then the employee or Association shall have the right to appeal the grievance to the Superintendent. The Superintendent shall discuss the matter with the employee and/or Association within fourteen (14) days of the appeal and give his answer in writing within seven (7) days of the hearing. A representative for the School Nurses' bargaining unit may be present at the discussion of the grievance with the Nurse Leader or Superintendent, if requested by the employee.

STEP THREE: Any grievance or dispute which is not settled in accordance with the above procedure may be submitted by either party to arbitration in accordance with the rules of the American Arbitration Association. The Arbitrator shall have no authority to alter, amend, add to, or detract from this agreement.

ARTICLE X: MEDICAL BENEFITS

Section 1. Life Insurance It is agreed that the City of Haverhill will continue in effect a Life Insurance Policy covering its employees and will pay fifty percent (50%) of the premium.

Section 2. Health Insurance The City of Haverhill shall provide employees the same health insurance benefits and coverage provided to all other municipal employees pursuant to MGL c. 32B. Employees hired before June 30, 2012 shall pay a twenty-five percent (25%) health insurance contribution for both PPO and HMO products. Employees hired on or after June 30, 2012 shall pay a thirty percent (30%) health insurance contribution for both PPO and HMO products.

Flexible Spending/Medical Dependent Care Account: add: The City of Haverhill will offer a Flexible Spending Account and a Medical Dependent Care Account under IRS Section 125. The maximum annual allowable amount to be deducted on a pre-tax basis for the Flexible Spending Account will be \$2,700. The maximum annual allowable amount to be deducted on a pre-tax basis for the Medical Dependent Care Account will be \$5,000.

Health Reimbursement Account: add: The City will establish Health Reimbursement Accounts pursuant to the current MGL c. 32B PEC agreement.

Opt-Out Plan – A one-time opt out option: replace language with: The City of Haverhill will provide a health insurance opt out option. Eligible employees who enroll in the program will receive a lump sum financial incentive payment. The amount will be \$1,500 for an individual and \$3,000 for a family. In order to be eligible for the program an employee must meet the following criteria: 1) the employee must have 24 consecutive months of enrollment in a City of Haverhill health plan, and 2) the employee must provide written proof of other (non-City of Haverhill) health coverage. Employees are not eligible for re-enrollment for one (1) year from date of opt-out.

Section 3. Section 125 of the IRS Code Pre-tax for health, life, and dental insurance.

The City of Haverhill shall provide employees the same health insurance benefits and coverage provided to all other municipal employees pursuant to MGL c. 32B. Employees hired before June 30, 2012 shall pay a twenty-five percent (25%) health insurance contribution for both PPO and HMO products. Employees hired on or after June 30, 2012 shall pay a thirty percent (30%) health insurance contribution for both PPO and HMO products.

ARTICLE XI: WAGES

Section 1. Salary Scale

Effective July 1, 2019, each nurse will receive his/her vertical step, then wage scale will be adjusted to reflect the current number of steps that exist on the teachers' scale. Each nurse will be moved to reflect the closest higher dollar amount. No nurse will move more than 1 step per year unless they become DESE certified within the school year. Nurses who achieve National School Nurse Certification as prescribed by DESE will be moved to the B+30/NSNC salary lane.

No employee shall advance more than one step in any school year. It is the intention of the parties in altering steps that any employee scheduled to move to the next step in the following school year shall advance no further than the step so scheduled.

The School Department agrees that the step raise schedule is a part of the contract. Step raises shall be as follows:

Year 1: 7/1/2022-6/30/2023

Effective 7/1/2022: Increase salary structure by four percent (4%) for bargaining unit members employed as of the date of ratification by the union.

Effective July 1, 2022 (FY23) 4%

	BA	BA+15	BA+30/NSNC	B+45/MA	Non Certified
Step 1	\$50,668	\$52,994	\$55,288	\$57,584	\$46,281
Step 2	\$52,994	\$55,288	\$57,584	\$59,897	
Step 3	\$55,288	\$57,584	\$59,897	\$62,187	
Step 4	\$57,584	\$59,897	\$62,187	\$64,484	
Step 5	\$59,897	\$62,187	\$64,484	\$66,787	
Step 6	\$62,187	\$64,484	\$66,787	\$69,084	
Step 7	\$64,484	\$66,787	\$69,084	\$71,379	
Step 8	\$66,787	\$69,084	\$71,379	\$73,680	
Step 9	\$69,084	\$71,379	\$73,680	\$75,976	
Step 10	\$71,379	\$73,680	\$75,976	\$78,274	
Step 11	\$73,680	\$75,976	\$78,274	\$80,572	

Year 2: 7/1/2023-6/30/2024

Effective 7/1/2023: Increase salary structure by three percent (3%).

Effective July 1, 2023 (FY24) 3%

	BA	BA+15	BA+30/NSNC	B+45/MA	Non Certified
Step 1	\$52,188	\$54,584	\$56,947	\$59,311	\$47,669
Step 2	\$54,584	\$56,947	\$59,311	\$61,694	
Step 3	\$56,947	\$59,311	\$61,694	\$64,052	
Step 4	\$59,311	\$61,694	\$64,052	\$66,419	
Step 5	\$61,694	\$64,052	\$66,419	\$68,790	
Step 6	\$64,052	\$66,419	\$68,790	\$71,157	
Step 7	\$66,419	\$68,790	\$71,157	\$73,521	
Step 8	\$68,790	\$71,157	\$73,521	\$75,890	
Step 9	\$71,157	\$73,521	\$75,890	\$78,255	
Step 10	\$73,521	\$75,890	\$78,255	\$80,622	
Step 11	\$75,890	\$78,255	\$80,622	\$82,989	

Year 3: 7/1/2024-6/30/2025

Effective 7/1/2024: Increase salary structure by three percent (3%).

Effective 7/1/2024: Add new step 12.

Effective July 1, 2024 (FY25) 3%

	BA	BA+15	BA+30/NSNC	B+45/MA	Non Certified
Step 1	\$53,753	\$56,222	\$58,656	\$61,091	\$49,100
Step 2	\$56,222	\$58,656	\$61,091	\$63,544	
Step 3	\$58,656	\$61,091	\$63,544	\$65,974	
Step 4	\$61,091	\$63,544	\$65,974	\$68,411	
Step 5	\$63,544	\$65,974	\$68,411	\$70,854	
Step 6	\$65,974	\$68,411	\$70,854	\$73,291	
Step 7	\$68,411	\$70,854	\$73,291	\$75,726	
Step 8	\$70,854	\$73,291	\$75,726	\$78,167	
Step 9	\$73,291	\$75,726	\$78,167	\$80,603	
Step 10	\$75,726	\$78,167	\$80,603	\$83,040	
Step 11	\$78,167	\$80,603	\$83,040	\$85,479	
Step 12	\$80,167	\$82,603	\$85,040	\$87,479	

Year 4: 7/1/2025-6/30/2026

Effective 7/1/2025: Increase salary structure by two percent (2%).

Effective 7/1/2025: Add new step 13.

Effective July 1, 2025 (FY26) 2%

	BA	BA+15	BA+30/NSNC	B+45/MA	Non Certified
Step 1	\$54,828	\$57,346	\$59,829	\$62,312	\$50,082
Step 2	\$57,346	\$59,829	\$62,312	\$64,815	
Step 3	\$59,829	\$62,312	\$64,815	\$67,293	
Step 4	\$62,312	\$64,815	\$67,293	\$69,779	
Step 5	\$64,815	\$67,293	\$69,779	\$72,271	
Step 6	\$67,293	\$69,779	\$72,271	\$74,757	
Step 7	\$69,779	\$72,271	\$74,757	\$77,241	
Step 8	\$72,271	\$74,757	\$77,241	\$79,730	
Step 9	\$74,757	\$77,241	\$79,730	\$82,215	
Step 10	\$77,241	\$79,730	\$82,215	\$84,701	
Step 11	\$79,730	\$82,215	\$84,701	\$87,188	
Step 12	\$81,770	\$84,255	\$86,741	\$89,228	
Step 13	\$83,770	\$86,255	\$88,741	\$91,228	

Section 2. Placement on the Salary Scale

(A) DESE Certified Nurses: The Committee and the Association agree to the following regarding initial placement and compensation on the salary schedule:

Prior to employment, initial placement on the salary scale shall be negotiated with the Superintendent who shall consider the following:

1. Educational preparation as evidenced by appropriate documentation of degrees from accredited institutions of higher learning.
2. Previous nursing experience, especially that experience that is appropriate and comparable to the position.

Advancement on the salary scale shall be on an annual basis provided Nurses hired after the start of a school year have worked at least 91 days prior to the following school year in which advancement occurs.

(B) Non-DESE Certified Nurses: Nurses who do not have DESE certification will remain at their current rate of pay (increased for COLA) until they become DESE certified.

Nurses who obtain DESE certification will immediately advance on the salary scale to reflect their new status. Consideration based on appropriate documentation of degrees from an accredited institution of learning and previous nursing experience that is appropriate and comparable to the position.

Non-DESE certified nurses shall be paid on the following salary scale:

Effective July 1, 2022 \$46,281

Effective July 1, 2023 \$47,669

Effective July 1, 2024 \$49,100

Effective July 1, 2025 \$50,082

Section 3. Mileage An allowance of twenty-five (25) cents per mile for transportation and use of personal vehicle. Travel Reimbursement: the travel allowance shall not apply for intercity travel unless the nurse is assigned to multiple schools.

Section 4. Pension Plan Employees shall participate in the pension plan available to School Department Employees on the same basis as other School Department employees. This section shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 5. Pre-School Days Nurses may come into work up to two days prior to the start of the school year to complete student medical records, medications and immunizations. Nurses will be paid their per diem rate of pay.

Section 6. Pay Periods Effective July 1, 2019, Nurses shall have the option of receiving their pay in 22 or 26 bi-weekly installments. Every Nurse who does not complete and submit a pay election form by July 15th for the following fiscal year will be placed on the

22 pay cycle. Once an election has been made for a given school year it cannot be changed until the following school year.

Section 7. Course Work Salary changes due to classification changes because of advanced degrees and equivalencies are recognized September 1. All requests for movement on the Nurse Salary scale must be received in the Human Resource Department prior to November 1 in order to receive a salary adjustment retroactive to September, which will be paid in November. Credits should only be submitted in increments of fifteen (15) and when requesting movement on the Nurse's Salary Scale.

The following must be submitted for approval to the Superintendent or his/her designee when seeking course approval.

1. Prior to taking the course(s):

Submit the completed course approval form. Nurses are responsible for submitting all of the required information on the course approval form before the course is approved. Forms submitted for approval after the start of the course will not be considered.

2. Upon completion of course(s):

Provide official transcripts verifying the college/university, name of employee, title of course, date course was completed. Submit to Human Resources along with the signed course approval request.

Section 8. Per Diem Rate of Pay Effective 7/1/2023, increase the per diem rate of pay for DESE certified nurses to forty dollars (\$40.00) per hour. Effective 7/1/2023, increase the per diem rate of pay for non-DESE certified nurses to thirty dollars (\$30.00) per hours. This rate of pay shall apply to grant programs and other programs not subject to School Committee.

Other work outside of the regular school day/year that are offered by the District shall be compensated by the Nurses regular hourly rate of pay.

Section 9. Additional Workdays Nurses who work additional workdays outside of the regular school year, as required and approved by the superintendent or his designee, will be paid at the daily rate of pay as defined as 1/180 of the nurse's annual salary. This provision does not apply to summer programs.

ARTICLE XII: NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Both the Association and the Employer agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, age, sex, handicap, political activity, or Association activity.

ARTICLE XIII: NO STRIKE OR LOCKOUT

There shall be no strike or lockout during the term of this Agreement. The Association

recognizes that it does not have the right to strike against the School Department or to assist or participate, in any such strike. No Employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or withholding of service.

The Association agrees that neither it nor any of its officers or agents will call, instigate, authorize, or participate, sanction or ratify any such strike, work stoppage, slowdown or withholding of services, and shall take all reasonable means to induce such employees or group of employees, terminate the strike, work stoppage, slowdown or withholding of services and return to work forthwith.

ARTICLE XIV: MAINTENANCE OF STANDARDS

It is mutually agreed between the parties that all conditions of employment relating to hours of work and general working conditions shall be maintained and all rights and privileges and other benefits which are enjoyed by the employees covered by this Agreement which are not specifically provided for or abridged by this Agreement are hereby protected by this Agreement.

Any other benefits and/or rights enjoyed by the employees covered by this Agreement which are now governed by Municipal Ordinance or State Law and which are not in conflict with this Agreement shall remain in full force and effect.

ARTICLE XV: DISCIPLINE AND DISCHARGE

No employee shall be disciplined or discharged without just cause. If the Employer has reason to meet with an employee to discuss disciplinary action, the employee will first be informed of the reasons for the meeting, and the employee will be allowed to request the presence of a local chairperson.

Employees will be shown any material of an evaluatory nature before it is placed in their personnel files. Employees will be allowed to inspect their personnel files during normal business hours. All warnings shall be removed from an employee's file after one (1) year.

The parties recognize the provisions of G.L. c. 71, s. 42 as applicable for discipline and discharges of nurses.

ARTICLE XVI: JOB SECURITY

Section 1. Subcontracting No work performed by members of this unit shall be contracted out, if the effect of such a contracting out shall be to reduce the number of positions or number of members in the bargaining unit.

Section 2. Maintenance of the Bargaining Unit The Employer will give notice to the Association prior to a decision not to fill a vacant position, and it will negotiate with the Association as to the impact of this decision on the bargaining unit.

ARTICLE XVII: SAFETY AND HEALTH

It is the policy of the School Department to provide a safe workplace free to known hazards and to assure all School Department employees enjoy a safe and healthful environment in which to work. It will be the School Department's policy to comply with Federal and State workplace safety standards.

ARTICLE XVIII: SEVERABILITY

Should any provision of this Agreement be found to be in violation of any Federal or State Law, or constitutional provision, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

ARTICLE XIX: NEW TECHNOLOGY

The employer shall notify the Association as far in advance as possible of any proposed technological change. The Employer shall provide the Association with full information regarding proposed technological changes in order for the Association to determine the potential effects on the bargaining unit. Upon request by the Association, the Employer shall promptly meet with the Association to negotiate regarding the effect of the proposed technological change upon the bargaining unit.

ARTICLE XX: DURATION CLAUSE

The Agreement shall become effective retroactive to July 1, 2022 and shall continue in force and effect up and to including June 30, 2026 and shall thereafter automatically renew itself from year to year until a successor Agreement is reached by the parties. Either party may give notice of its intent to modify or amend this Agreement provided this Notice is sent by that party at least ninety (90) days prior to June 30, 2026 and such Agreement when reached shall become effective as of July 1.

ARTICLE XXI: TERMINATION

This agreement shall take effect on July 1, 2022 shall remain in full force through June 30, 2026. Any and all changes effective July 1, 2022 shall be retroactive.

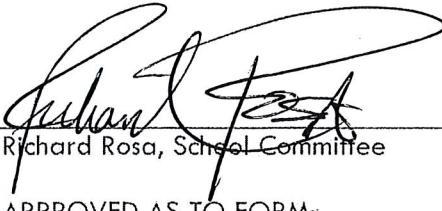
It is further agreed between the School Department and the Massachusetts Nurses Association that this Agreement shall remain in full force and effect after the duration date set forth above. If at said time, the parties are negotiating any of its terms and conditions and shall remain in full force effect until such time as a new contract is agreed upon.

In witness whereof the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives the day and year first above written.

EXECUTED THIS 22nd DAY OF

April, 2024.

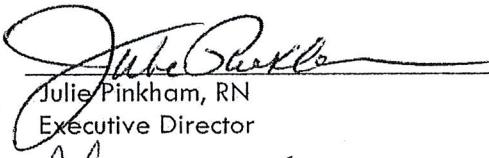
HAVERHILL SCHOOL COMMITTEE


Richard Rosa, School Committee

APPROVED AS TO FORM:

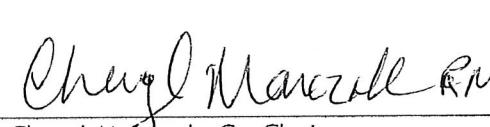

David Connelly, Legal Counsel for the
Haverhill School Committee

MASSACHUSETTS NURSES ASSOCIATION


Julie Pinkham, RN
Executive Director


Marc Carbonneau
Associate Director
Labor Action Division


Katrina Sullivan Co-Chairperson


Cheryl Marcink, Co-Chairperson


Valerie Natoli, Co-Chairperson

