

# ***AGREEMENT***

**Between the**

**HULL PUBLIC SCHOOLS**

**And the**

**MASSACHUSETTS LABORERS'  
DISTRICT COUNCIL**

**Of the**

**LABORERS' INTERNATIONAL UNION OF  
N.A., AFL - CIO**

**On behalf of**

**HULL SCHOOL NURSES  
LOCAL 1162**

**JULY 1, 2020 – JUNE 30, 2021**

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**ARTICLE I**  
**DURATION**

- 1.1 This Agreement shall be in force for the period July 1, 2020 to June 30, 2021.

**ARTICLE II**  
**LENGTH OF DAY**

- 2.1 The nurse school day shall not exceed the pupil school day by more than thirty (30) minutes, which will be ten (10) minutes before school and twenty (20) minutes after school, except for days when faculty meetings or curriculum meetings, as called by the Principals are conducted.

**ARTICLE III**  
**LENGTH OF SCHOOL YEAR**

- 3.1 The calendar shall consist of 180 teaching days, plus one day before the start of school for orientation and one day for a professional day for at total of 182 days.

**ARTICLE IV**  
**HEAD NURSE**

- 4.1 The Head Nurse shall receive an additional five (5) percent stipend per annum of his/her wage scale. The School Committee is not required to fill this position.

**ARTICLE V**  
**SUBSTITUTE NURSES**

- 5.1 Substitute nurses shall be compensated at the rate of \$135 per diem.

**ARTICLE VI**  
**LIABILITY INSURANCE**

- 6.1 Premiums for Professional Liability shall be paid by the School Department.

**ARTICLE VII**  
**MEDICAL INSURANCE CONVERSION PLAN**

- 7.1 The Town agrees to offer to members of the bargaining unit participation in a medical insurance conversion plan in accordance with Section 125 of the Revenue Act of 1978 not later than July 1, 1990.

**ARTICLE VIII**  
**TRAVEL ALLOWANCE**

- 8.1 Travel allowance per mile outside of the Town of Hull will be the same at the applicable IRS rate in effect for municipal employees subject to the approval of the Director of Student Services. Expenses to attend professional meetings, to include dues, registration, and meals shall be paid by the School Department.

**ARTICLE IV**  
**SICK LEAVE**

- 9.1 An employee shall accrue sick leave at the rate of one and one-half (1½) days for each month of service of the school year, and credited on the last day of each month up to a maximum of fifteen (15) days. Unused sick leave earned in preceding school years will accumulate up to a maximum of two hundred fifty (250) days.
- 9.2 An annual good health maintenance incentive of two hundred and fifty dollars (\$250.00) will be awarded to those nurses who use zero (0) sick days

**ARTICLE X**  
**FAMILY AND MEDICAL LEAVE**

- 10.1 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 for one or more of the following reasons:
- (a) To care for a newborn or newly-placed, adopted or foster child;
  - (b) To care for a child, spouse, or parent with a serious health condition;
  - (c) To care for the employee's own serious health condition.
- 10.1.1 A serious health condition is defined as an illness, injury, impairment, or physical mental condition that involves either in-patient care at a health care facility or continuous treatment of a health care provider.
- 10.1.2 To be eligible for leave, an employee must have been employed by the Committee for at least twelve (12) months and have worked at least 1,250 hours within the previous twelve (12) month period.
- 10.1.3 The twelve-month period shall be a rolling twelve-month period measured backward from the date the employee used leave under the Act.
- 10.2 Substitution of Paid Leave while on Family Medical Leave:
- 10.2.1 If leave is taken under this policy, employees must first exhaust their accrued paid sick leave then any accrued personal days. Employees on maternity leave only, may elect to have the leave unpaid.

- 10.2.2 If any employee's accrued paid leave is less than twelve (12) weeks, the remaining weeks of leave will be granted without pay.
- 10.2.3 FMLA shall run concurrently with any other statutory or contractual leaves of absence.
- 10.2.4 Bargaining unit members may also be eligible for time off consistent with the provision of the Small Necessities Leave Act as may from time to time be amended.
- 10.2.5 Any such leave shall run concurrently with any other leaves of absence in this contract or by statute.

## **ARTICLE XI**

### **PARENTING LEAVE**

- 11.1 An employee shall be granted a leave of absence for parenting/maternity/paternity/adoption for up to eight weeks for the purposes on the terms and conditions set forth in this article as follows:
- a. A nurse who has been employed by the Hull School Committee for at least three (3) consecutive months on a full-time basis, is eligible for parenting leave.
  - b. The employee shall give at least four (4) weeks notice of the date on which she/he wishes to commence her/his leave of absence. Date of anticipated return will be established with the Superintendent at the time when leave commences.
- 11.2 A physician's certificate of fitness may be required before a nurse may return to her position.
- 11.3 A nurse who is pregnant may remain in active service until the termination of her pregnancy, provided that she remains able to adequately perform the duties of her position, and that her personal safety is not endangered. A nurse may be required to either begin her leave or submit a doctor's certificate of her ability to continue in her position, if the Superintendent determines that she is not adequately performing the duties of her position, or there are reasons of personal safety warranting commencement of the leave. The superintendent, in his/her sole discretion, will determine whether a doctor's certificate is sufficient to ascertain the pregnant nurses' ability to continue in her position or whether the leave should commence early.

## **ARTICLE XII**

### **PERSONAL LEAVE**

- 12.1 A maximum of four (4) days non-cumulative temporary leave of absence without loss of pay and not to be deducted from sick leave in any one (1) year may be granted for personal leave. Personal leave is leave for unexpected or emergent circumstances that cannot be addressed outside of working hours. Personal leave may be taken for urgent personal, legal, business, household or family purposes, the disposition of which requires absence during work hours and the denial of which would result in a personal hardship to

the employee or any other reason approved by the Superintendent or designee. It is understood and agreed that, for purposes of construing the foregoing provision, an employee's presence during school hours in order to discharge his/her duties is presumed necessary, absent the clear existence of any of the foregoing reasons for absence during school hours.

- 12.2 Application for the personal leave must be submitted in writing with the reason(s) stated to the Superintendent of Schools at least forty-eight (48) hours in advance.
- 12.3 Nurses are eligible to take one of their personal days before or after a vacation period or long weekend. Each nurse will select a different day to be out of the districts before or after a vacation period or long weekend. Each nurse will arrange coverage for the date of their personal day before or after a vacation period or long weekend.
- 12.4 If one or more personal days are taken because of religious holidays, an employee may appeal the maximum provision of three (3) days to the Superintendent of Schools.
- 12.5 The above provisions shall not be aggrievable beyond the Superintendent of Schools' level.

### **ARTICLE XIII** **FUNERAL LEAVE**

- 13.1 Funeral leave may be granted on the death of a member of an employee's immediate family up to a maximum of five (5) days, not to be deducted from sick leave. Immediate family is defined as: Mother, Father, Spouse/Companion, Son, Daughter, Step-son, Step-daughter, Brother, Sister, Son-in-law, Daughter-in-law, Grandchild, or any other person residing in the same household.
- 13.2 In the case of the death of an employee's Father-in-law, Mother-in-law, Grandparents, Spouse/companion Grandparents, the Employee will be allowed the days needed up to and including the day of the funeral or memorial services, but not to exceed three (3) days, and not to be deducted from sick leave.

### **ARTICLE XIV** **GRIEVANCE PROCEDURE**

- 14.1 A grievance is defined as a complaint by an employee that there has been a violation, misinterpretation, or misapplication of specific provisions of the Agreement.
- 14.2 Step 1 – The aggrieved employee shall take up the grievance in writing with the Director of Student Services within three (3) working days of the date of the grievance or knowledge of its occurrence. The Director of Student Services shall attempt to resolve the matter and shall respond in writing to the aggrieved employee within five (5) days.
- 14.3 Step 2 – If the grievance has not been resolved to the employee's satisfaction, it shall be presented in writing within five (5) working days to the Nurse's Association for review to decide whether or not the Nurse's Association shall present the grievance to the

Superintendent of Schools. If the Nurse's Association shall so vote, the grievance shall forthwith be presented in writing within five (5) working days by the Nurse's Association to the Superintendent of Schools.

- 14.4 Step 3 – The Superintendent of Schools shall respond in writing within seven (7) working days. If the grievance is unsettled, the Nurse's Association shall decide if it should be referred to the School Committee. If the Nurse's Association shall so vote, the grievance shall forthwith be presented in writing within ten (10) working days by the Nurse's Association to the School Committee.
- 14.5 Step 4 – If at the end of twenty-five (25) working days next following presentation to the School Committee the grievance shall not have been disposed of to the satisfaction of the Nurse's Association, the Nurse's Association may, by giving written notice to the School Committee within the ten (10) working days next following conclusion of such period of twenty-five (25) days, present the grievance for arbitration to the American Arbitration Association. The parties may also mutually agree to submit the matter to arbitration to the Board of Conciliation and Arbitration. The expense of such arbitration shall be shared equally by the School Committee and the Nurse's Association. The decision of the arbitration shall be final and binding on both parties in the grievance procedure.

#### **ARTICLE XV** **SEVERANCE PAY**

- 15.1 An employee who retires from the Hull School System will be entitled to the amount of seventy-five dollars (\$75.00) at the time of retirement for every day of unused sick leave, which has been accumulated beyond the limit of seventy-five (75) days. Severance pay will be granted up to a maximum of seventy-five (75) days. Notification must be provided by the employee on or before April 15<sup>th</sup> of the preceding fiscal year.

#### **ARTICLE XVI** **RETIREMENT PAY** **Effective July 1, 2005**

- 16.1 A nurse, who as of the effective date of retirement will have completed twenty (20) years of full time service in the Hull Public Schools, upon notification of retirement three (3) years in advance, will be eligible to be paid \$2,100 in retirement pay in three equal installments of \$700.00 over the last three (3) years of employment.
- 16.2 Any nurse who desires to withdraw notice of retirement must repay of all money received under this Article within thirty (30) days of the withdrawal<sup>1</sup>.

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<sup>1</sup> Any present bargaining unit member who submits a notice of intent to retire shall be pro-rated in said payments.

**ARTICLE XVII**  
**NOTIFICATION OF NON-REAPPOINTMENT**

17.1 An employee who will not be reappointed shall be notified in writing by the Superintendent of Schools prior to June 1<sup>st</sup> of the contract year.

**ARTICLE XVIII**  
**LONGEVITY**

18.1 The annual payment of longevity shall be made in December as a lump sum.

Ten (10) to fifteen (15) years	\$1,225.00
Sixteen (16) to twenty (20) years	\$1,375.00
Twenty one to twenty five years	\$1,575.00
Over twenty-five years	\$1,975.00

**ARTICLE XIX**  
**STATE BOARD OF EDUCATION**

19.1 All schools nurses, employed after the execution of this Agreement are required to: Hold a certificate granted by the State Board of Education or has been granted a waiver pending certification by the Board of Education; to be certified by the State Board of Education; and to work not less than half-time service.

**ARTICLE XX**  
**CLOTHING ALLOWANCE**

20.1 Uniform allowance of five hundred dollars (\$500.00) to be disbursed in September for all bargaining unit members.

**ARTICLE XXI**  
**EVALUATIONS/OBSERVATIONS**

21.1 The Association and the School Committee shall establish a joint committee consisting of an equal number of representatives for each party to develop an evaluation instrument and process.

**ARTICLE XXII**  
**WAGE PLAN**

22.1

Step	2020-2021
1	\$55,276
2	\$57,574
3	\$59,962
4	\$62,469
5	\$65,078
6	\$67,804
7	\$73,631
8	\$78,176
9	\$82,085
10	\$86,189

Employees without a degree shall receive 95% of the appropriate compensation.

22.2 It is acknowledged and agreed that certain of the employees covered by this Collective Bargaining Agreement may from time to time provide services in the Morning Care Program, KidsCare Program, JASPER, MASPER, Open Gym, Tutoring, Adult Education, Pajama Story Hour, Summer School and Stipended Positions contained in the HTA (teacher) Appendixes C and D, or any other hourly positions, stipended positions, or grant-funded positions that may be established during the course of the contract. Such services when performed by nurses employed under this Agreement shall be compensated as follows:

JASPER/MASPER	\$25.00./hour
Morning Care	\$30.00 for 1 hour, 25 minutes
Tutoring	\$25.00/hour
Open Gym	\$25.00/hour
KidsCare	\$15.11/hour
Pajama Story Hour	\$25.00/hour
Summer School	\$25.00/hour
Adult Education	\$30.00/hour
Other School District Assignments	\$25.00/hour
HTA (teacher) Appendixes C and D	as per HTA Contract

Further, performance of such services by nurses shall be considered services performed under this Contract, provided, however, that no other provisions of this Contract, including but not limited to any provision regarding appointment, reappointment, removal or discharge shall be applicable to employment in the above programs. Any hours worked by a nurse in excess of forty (40) hours per week shall be compensated at a rate one and one half (1 1/2) times the regular rate of pay.

Nothing herein shall require the employment of any nurse in the above programs.



# Hull Public Schools

Kathleen I. Tyrell  
Superintendent of Schools

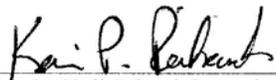
180 Harborview Road, Hull, Massachusetts 02045  
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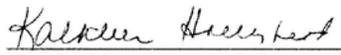
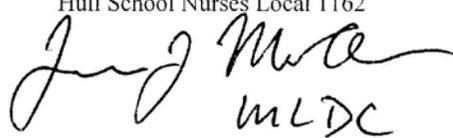
April 16, 2009

The Hull School Committee and the Hull School Nurses, Local 1162 hereby agree that the Town may implement the following change to the health insurance premium contribution ratios for health insurance plans provided by the Town:

Increase employee's premium contribution percentage from ten percent (10%) to twenty-five percent (25%).

The Union hereby acknowledges that it has been provided notice and an opportunity to bargain over this matter, and the parties have reached agreement on the prospective change.

  
\_\_\_\_\_  
For the Hull School Committee

  
\_\_\_\_\_  
For the Massachusetts Laborers' District Council of the Laborers' International Union of N.A., AFL-CIO on behalf of Hull School Nurses Local 1162  
  
MLDC

Signed the \_\_\_\_ day of April, 2021.

Hull School Committee:

  
\_\_\_\_\_  
Jennifer Fleming, Chair

Public Employees' Local 1162:

  
\_\_\_\_\_  
Kathleen Keegan, School Nurse

  
\_\_\_\_\_  
Joseph McArdle, Union Representative