

AGREEMENT

-Between-

TEAMSTERS LOCAL UNION No. 25
International Brotherhood of Teamsters

-And-

TEWKSBURY SCHOOL COMMITTEE
(TEWKSBURY SCHOOL NURSES)

For the Period

September 1, 2021 through August 31, 2024

Sean M. O'Brien
President/Principal Officer

Mark A. Harrington
Secretary-Treasurer

AGREEMENT

Pursuant to the provision of the General Laws of Massachusetts, this agreement is entered into as of the first day of September 2021 between the Tewksbury School Committee (hereinafter referred to as the Committee) and Teamsters Local Union No. 25, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the Union).

ARTICLE 1

RECOGNITION

For the purpose of collective bargaining with respect to wages, hours, other conditions of employment, the negotiations of collective bargaining agreements and any questions arising thereunder, the Committee hereby recognizes the Union as the sole and exclusive Bargaining Agent for all permanent regular full-time School Nurse(s), Lead Nurse, and Associate School Licensed Practical Nurse(s) as set forth in Case No. MCR-4240 of the Labor Relations Commission of the Commonwealth of Massachusetts.

ARTICLE 2

CONTRACTUAL AGREEMENT

This Agreement is a complete agreement between the parties covering all mandatory subjects of bargaining. 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 negotiate further in the modifications or additions to this Agreement which are to be effective during the term hereof and such other items including assignments, etc. shall be within the sole control and direction of the Committee.

The parties agree that their relations shall be governed by the terms of this Agreement. To the extent any other practices or policies are in direct conflict with this Agreement, this Agreement shall prevail.

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

ARTICLE 3

MANAGEMENT RIGHTS

The Committee is a public body established under and with the powers provided by the Statutes of the Commonwealth of Massachusetts. It is acknowledged that as elected representatives of the citizens of Tewksbury the Committee has the final responsibility for establishing educational policies and allocating resources for the Tewksbury School System.

Nothing in this Agreement shall be deemed to derogate or impair the powers, rights or duties conferred upon the Committee, the Superintendent and/or the Principal by the Statutes of the Commonwealth or the rules and regulations of any pertinent agency of the Commonwealth.

As to every matter not covered by this Agreement, and except as expressly modified by this Agreement, the Management retains exclusively to itself all rights and powers that it has by law, or may hereafter be granted by law, and shall exercise the same without such exercise being made the subject of arbitration.

ARTICLE 4

UNION SECURITY

4.01 Exclusive Agent

4.01.01 The Committee may conclude no agreement with an alien bargaining unit which will affect the basic premises, concepts, terms or conditions of this Agreement.

4.02 Union Membership

4.02.01 Effective the thirtieth (30th) day following the beginning of employment under this Agreement, the Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees, voluntary service fees and uniform assessments of the Local Union having jurisdiction over such employees, provided that the employee provides express written authorization for such deductions, and agrees to remit to said Local Union all such deductions taken from the 1st payroll period of each month and remit to the Local Union by the 2nd payroll period of each month. Where laws require written, authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

4.02.02 Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

Union Local 25
International Brotherhood of Teamsters
544 MAIN STREET • BOSTON, MASSACHUSETTS 02129-1113
CHECK-OFF AUTHORIZATION AND ASSIGNMENT

NAME (PRINT) _____

ADDRESS _____

CITY/STATE/ZIP _____

WHERE EMPLOYED _____ DATE EMPLOYED _____

I, the undersigned member of Local Union 25, International Brotherhood of Teamsters hereby authorize my employer to deduct from my wages and to pay to Local 25, initiation fees and membership dues, including uniform assessments, in such amounts as may be established by such Local Union from time to time and in accordance with the agreement between such Local Union and my employer.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Company, or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice to the Company and the Union at least 60 days and not more than 75 days before any periodic renewal date of this authorization and assignment of my desire to revoke the same.

Union dues are not deductible as charitable contributions for federal income tax purposes.



SIGNED _____

Social Security No. _____ Date _____
White—COMPANY COPY Yellow—UNION COPY

4.03 Service Fees

Any employee of the bargaining unit as defined in Article 1 herein who is not a member of the Union may, on or after the thirtieth day following the beginning of their employment or the effective date of this Agreement, whichever is later, pay an agency service fee in an amount determined by the Union. The agency service fee shall be deducted from the wages of any employee who signs an authorization to that effect and such fees shall be transmitted to the Union.

4.04 D.R.I.V.E.

The employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE Chapter 25 monthly, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

4.05 Indemnification

The Union shall indemnify and save the Committee and/or the Town of Tewksbury harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making decisions and remitting the same to the Union pursuant to this Section.

4.06 Unit Membership

Notwithstanding anything to the contrary in this Agreement contained, it is agreed and understood that the members of the bargaining unit are employees, for all purposes, under Chapter 150E of the General Laws and the School Committee will not, at any time, challenge their right to belong to the bargaining unit.

4.07 Seniority List

4.06.01 A seniority list will be provided to the Union by October 1st of each work year.

ARTICLE 5

GRIEVANCE PROCEDURE

5.01 Introduction

5.01.01 The Committee, and the Union recognize that Chapter 150E§8 of the General laws, provides a mechanism for arbitration of disputes between the parties to a collective bargaining agreement and further provides that the parties to an agreement may establish an independent grievance procedure culminating in final and binding arbitration. It is the intent of the parties to this Agreement to use their best efforts to encourage the informal and prompt settlement of grievances that may arise between the Union or a member or members of the bargaining unit and the Committee. Therefore; the parties agree, for themselves and for all those whom they represent, that they shall use the procedures set forth in this Article, and no other procedures, for the resolution, strictly pursuant to the terms of this Agreement, of

all disputes involving the interpretation of this Agreement and of Teamsters any other matter that is or may become the subject of a grievance as hereinafter defined.

5.02 Definitions

5.02.01 Complaint- A complaint is a written statement, which shall be expressly denominated "Complaint", setting forth a grievance as hereinafter defined. A complaint shall aver all the known facts material to the alleged breach on which the grievance is based, including the date when such breach is alleged to have occurred and the specific contractual provisions alleged to have been breached, and shall set forth the remedy requested.

5.02.02 Grievant - grievant shall mean the Union or any member or members of the bargaining unit, as the case may be, who, pursuant to the terms of this Agreement, seeks resolution of a grievance.

5.02.03 Grievance - A "grievance" shall mean a complaint (1) that there has been as to a member of the bargaining unit a violation, misinterpretation, or inequitable application of any of the provisions of this agreement or (2) that a member of the bargaining unit has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees. As used in this Article, references to a single employee shall include also a group of employees having the same grievance.

5.02.04 Day - for the purposes of this Article, day shall mean a working day.

5.03 Processing Procedure

Grievances shall be processed as follows:

Step 1. The grievance shall be presented in writing, stating the nature of the grievance and citing the specific article(s) of the grievance, by the nurse to appropriate principal and/or immediate supervisor who shall meet with the nurse in an effort to resolve the grievance within seven (7) working days from the date of occurrence of the event upon which the grievance is based or from the date when the grievant had or should reasonably have had knowledge of the event upon which the grievance is based. The supervisor shall attempt to resolve the grievance within three (3) working days. A Union representative shall have the right to be present during the discussion. In addition to any other party desired by the grievant, the grievant shall be in attendance, at Level One at the presentation of the grievance for the purpose of making and/or listening to the presentation and assisting in the resolution of the grievance at the earliest possible opportunity. In the event the grievant cannot be present because of physical disability or school not being in session, then the requirement of attendance shall either be waived by the Superintendent or the date of presentation adjourned to a date when the grievant, at the earliest opportunity, can be present.

Step 2. If the grievance is not settled at Step 1, then within five (5) working days after the conclusion of Step 1, the grievance shall be presented in writing by the employee or the Union to the Assistant Superintendent of Schools for Business, or to such other person designated by the Superintendent. The Assistant Superintendent shall respond in writing to the grievance within ten (10) working days.

Step 3. If the grievance remains unadjusted, it may be presented by the Union in writing to the Superintendent of Schools within five (5) days from the date that the Assistant Superintendent's response is due. The Superintendent shall respond in writing within ten (10) days to the Union.

Step 4. If the grievance remains unadjusted, it may be submitted by the Union to arbitration within thirty (30) days from the date that the Superintendent's response is due. The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree on an arbitrator within ten (10) days of the Committee's receiving notice of the arbitration, the Union may request arbitration by the American Arbitration Association in accordance with the Association's rules. The expenses for the arbitrator shall be borne equally by the parties to any arbitration.

5.03.01 The decision of the arbitrator shall be binding, subject to review in accordance with the procedure established under the provisions of M.G.L. c. 150C. The arbitrator shall have no power to alter, amend, add to or detract from the language of this Agreement; nor shall the arbitrator have any power with respect to any right or relief for any period prior to the effective date of this Agreement. The arbitrator shall only interpret such items and determine such issues as may be submitted to him/her by the written agreement of the parties.

5.03.02 Grievances may be settled without precedent at any stage of the procedure until the issuance of a formal award by the arbitrator.

5.04 Exceptions

Notwithstanding any provision of this Agreement to the contrary, any matter which is subject to the jurisdiction of the Civil Service Commission, any Retirement Board established by law, the Massachusetts Commission Against Discrimination, the Massachusetts Labor Relations Commission, or where the employee otherwise has statutory appeal rights, or any dispute relative to wages which is subject to the jurisdiction of the Commissioner of Labor and Industries or any other federal or state agency, may be a subject of arbitration hereunder, provided that where arbitration is elected by an employee for resolution of a grievance, this Article shall be the exclusive procedure for resolving the grievance notwithstanding the jurisdiction of any other Commission, Board or political subdivision of the Commonwealth of Massachusetts; and provided further that arbitration shall not be available under this Agreement if an employee elects to resolve a grievance by proceeding before any other Commission, Board or political subdivision of the Commonwealth of Massachusetts.

5.04.02 Any matter which is not specifically covered by this Agreement or which is reserved by statute or regulation of any agency of the Commonwealth or by the terms of this Agreement to the discretion of the Committee is not subject to the grievance procedures of this Article. Only grievances as defined above may be processed pursuant to the procedures set forth herein.

ARTICLE 6

REAPPOINTMENT/WORK YEAR

6.01 Reappointment

A bargaining unit member shall be notified in writing on or before June 15 whenever such person is not to be employed for the following work year. Unless such notice is given as herein provided, a bargaining unit member shall be deemed to be appointed for the following work year. A letter stating salary stipends and total salary shall be provided before the school year begins.

6.02 Work Year

6.02.01 For the 2021-2022 school year, the work year for all school nurses shall be one-hundred-eighty-four (184) days based on the days in which the students are in attendance plus the four (4) days scheduled by the administration, 2 days prior to the start of the students' first day and 2 professional development days scheduled within the school year.

Effective July 1, 2022, the work_year for all school nurses shall be one-hundred-eighty-six (186) days based on the days in which the students are in attendance plus the four (4) days scheduled by the administration, 2 days prior to the start of the students' first day, 2 professional development days scheduled within the school year, and 2 days flexibly scheduled between July 1st and June 30th within the school year, as approved by the lead nurse and the building principal.

6.02.02 The school nurses will follow the same holiday and work-day schedule as the teachers in regards to non-work days, full work days, and half work days during the school year.

The School Committee shall schedule four (4) student early release days, but full work days for nurse workshops (within the 180 instructional days). Full professional development days and early release workshop days are contractual full work days. If any of the full professional development days or early release nurse workshop days are cancelled for any reason, equivalent make up days will be rescheduled to reflect the cancelled day.

The following **half work** days shall be scheduled for nurses:

1. The day before Thanksgiving break
2. The day before February vacation
3. The day before April vacation
4. The day before Memorial Day
5. The last scheduled day for students

If any of the half work days are cancelled for any reason, or in the event that Good Friday falls on the Friday prior to said school vacation, the make-up day will be scheduled on the last full Friday of that school year. If additional makeup days need to be rescheduled, it will be done with the mutual written agreement of the Nurse Union Leader and the Superintendent.

One hundred eighty-five (185) student instructional days will be scheduled for the purposes of allowing school cancellation during inclement weather with the understanding that unused days beyond the above stipulated one hundred eighty (180) days for students will be dropped at the end of the school year.

ARTICLE 7

WORK DAY

The workday for School Nurses shall consist of seven (7) hours per day. It is recognized, however, that the School Committee may adjust start and finish times of the school day provided that the span of consecutive hours for any School Nurse is not increased. The principal shall develop the school nurse's daily schedule in consultation with the school nurse, and will make every effort to schedule a duty free lunch. Nurses are expected to participate in the kindergarten registration for rate.

ARTICLE 8

WORKING CONDITIONS

8.01 Mileage Rate

8.01.01 School Nurses required to travel to other schools in the case of emergency shall be compensated at the GSA rate of reimbursement.

8.02 Health Care

All full-time bargaining unit members shall be entitled to participate in the Town of Tewksbury's current Health Insurance Program at the current rate of contribution:

Employer: 75%; Bargaining Unit member: 25%.

As long as the Town of Tewksbury agrees to pay one-half of the cost of a \$5,000 Life Insurance Policy and a \$5,000 Accidental Death and Dismemberment Policy, details of which are covered in a supplementary booklet, the School Department will deduct the employee's share on payroll checks for participating members on receipt of the proper authorization.

8.02.03 On the date of retirement, Life Insurance may be continued in the amount of \$5,000, one-half of the premium to be paid for by the retiree.

8.02.04 For the retired employee, the Hospital-Surgical-Medical coverage may be continued through the local pension group. If an individual does not desire to remain in the Insurance Plan, the retired employee may secure his/her Hospital, Surgical and Medical coverage under any conversion contract offered by Blue Cross and Blue Shield.

8.02.05 The associate/float nurse and a substitute nurse will substitute for the kindergarten school nurse(s) during kindergarten registration scheduled during school hours.

ARTICLE 9
PERSONNEL RECORDS

9.01 Examine and Copy File

9.01.01 Each employee in the unit shall have the right, upon request, to examine and have a copy of any and all material contained in any personnel records concerning said employee. The request will be fulfilled within thirty (30) days from said time of request.

9.02 Notification

9.02.01 Whenever any material is inserted into the personnel record of an employee such employee shall promptly be notified and given a copy of such material. The employee may challenge under the grievance procedure placement of erroneous material in the file.

9.03 Written Response

9.03.01 An employee may file a written response to any material submitted into her personnel file within thirty (30) calendar days of notification. The employee shall have the right to a review of said material with the responsible party and also have the right to have a Union representative present.

9.04 Right To Hearing

9.04.01 Prior to disciplinary action, the employee will have a right to a hearing before the Superintendent with the opportunity to be accompanied by a Union representative to the hearing.

ARTICLE 10
SICK LEAVE

10.01 Entitlement

10.01.01 A nurse will be entitled to fifteen (15) sick leave days each school year for use for personal illness. Five (5) of these days may be used for serious illness in the immediate family. Unused sick leave days shall be accumulated from year to year with no maximum limit.

10.02 Definitions

10.02.01 For purposes of this Article the term "family" shall be defined as meaning, father, mother, son, daughter, spouse, grandchildren or other individuals for whom the unit member has medical responsibility or other persons living in the immediate household or any other person approved by the Superintendent. The Superintendent may approve any other person who may not fall into any of the above categories.

10.03 Approval of Superintendent

10.03.01 In addition to personal illness or injury, sick leave may be utilized for any other reason approved by the Superintendent.

10.04 Doctor's Certificate

10.04.01 The principal and/or Superintendent may require a doctor's certificate after three (3) consecutive days of absence.

10.05 Quarantine

10.05.01 There shall be no loss of salary, fringe benefits, or sick leave allowances when a nurse is subject to quarantine by order of the doctors or health department for reasons other than personal illness of the nurse.

10.06 Retirement Compensation

10.06.01 Bargaining unit members upon leaving the employ of the Committee, shall not be entitled to compensation for accumulated sick leave; provided, however, that any employee who is eligible to retire in accordance with the State Retirement Act and who, having given the Committee not less than three (3) month's advance written notice thereof, does retire shall be paid an amount equal to fifteen percent (15%) percent of his/her unused accumulated sick leave at the time of his/her retirement, which value shall be calculated on the basis of such employee's rate of pay as it is on the date immediately prior to the date on which his/her retirement has effect. The Committee, for reasons deemed satisfactory to it, may waive the notice required by the preceding provision.

Employees hired July 1, 2015 and beyond shall accrue a maximum of two hundred fifty (250) days for purposes of sick leave buyback. Unit members in the employ of the Tewksbury Public Schools on or before June 30, 2015 shall accrue unused accumulated sick leave on an unlimited basis. Payment will be made on or before July 31 after the date of retirement.

Unit members whose retirement is scheduled after June 30 shall not collect the sick leave buyback bonus until July 31 of the next fiscal year following their retirement.

ARTICLE 11

TEMPORARY LEAVES OF ABSENCE WITH PAY

11.01 Nurses shall be entitled to the following leaves of absence with pay for each school year. Leaves taken pursuant to this Article will be in addition to any sick leave to which the nurse is entitled. No nurse will be required to arrange for her own substitute.

11.02 Personal

11.02.01 Nurses may be granted up to two (2) days personal leave without loss of pay for personal matters upon the approval of the Superintendent. Such request shall be made 48 hours in advance, except in emergency situations.

11.03 Jury Duty

11.03.01 The School Committee will comply with state law with respect to service and compensation of members of the unit who are summoned to perform jury duty.

11.04 Bereavement

11.04.01

A. Five (5) days, not to be deducted from sick leave, shall be granted in the event of death of a member of the nurse's family: i.e. father, mother, son, daughter, spouse, brother, sister, grandchildren or individuals the unit member is legally responsible for, any person living in the immediate household or any other person approved by the Superintendent.

B. Two (2) days are allowed for the death of other close relatives, including aunt, uncle, and in-laws, not to be deducted from sick leave.

11.05 Deductions

11.05.01 Pay deductions through June 30, 2022 for absences not covered by this Article shall be made at the rate of 1/186th

Pay deductions after July 1, 2022 for absences not covered by this article shall be made at the rate of 1/186th.

11.06 Emergency

11.06.01 Unit members may receive with full pay one (1) emergency leave day each school year to attend to such cases as home exigencies. Emergency leave shall require prior approval of the Superintendent if possible. All leave requests must be submitted in writing to the Superintendent as soon after the fact as possible. The Superintendent will approve or deny leave upon receipt of the request. Any appeal to the Superintendent should include written documentation pertaining to the nature of the emergency leave.

ARTICLE 12

FAMILY AND MEDICAL LEAVE ACT

The Committee agrees to comply with the Massachusetts Employee Rights Under the Family and Medical Leave Act (FMLA) as the same applies to members of the bargaining unit.

ARTICLE 13

COMPENSATION

13.01 Comprehensive Salary Adjustment I

13.01.01 With effect on the first pay period for the 2021-2022 work year, bargaining unit members shall be in accordance with the salary schedule set forth in Appendix C, incorporated herein and made a part hereof. See Appendix C.

2021-2022: 2.25% (retroactive)

13.02 Comprehensive Salary Adjustment II

13.02.01 With effect on the first pay period for the 2022-2023 work year, bargaining unit members shall be in accordance with the salary schedule set forth in Appendix C, incorporated herein and made a part hereof. See Appendix C.

13.02.02 Prior to the salary adjustment below, two additional days have been added to the work year.

2022-2023: 2.25%

13.03 Comprehensive Salary Adjustment III

13.03.01 With effect on the first pay period for the 2023-2024 work year, bargaining unit members shall be in accordance with the salary schedule set forth in Appendix C, incorporated herein and made a part hereof. See Appendix C.

2023-2024: 2.25%

13.03.02 The Associate School Nurses' salary shall be 85% of the DESE Professional Certified School Nurse, as stated in the approved job description. Associate Nurse will be paid the same salary as School Nurse when covering for complete days due to the absence of School Nurse.

13.04 Salary Credit

13.04.01 Bachelor's Degree Credit Nurses will be entitled to an additional stipend based upon the following degrees:

Bachelor's Degree + 15 ...	\$1,200
Bachelor's Degree + 30 ...	\$2,000
Master's Degree ...	\$4,000

Bachelor's Plus National Board Certification for School Nurses (NBCSN): \$2,000

Upon valid certificate or license issued by the National Board of Certification of School Nurses (NBCSN) or from the credentialing arm of the American Nurses Association.

Master's Degree: \$4,000 Upon receipt of conferred Master's Degree in community health, health education, nursing or public health.

Effective Dates for Educational Stipends – Unit members who submit written requests for the educational salary stipend and appropriate documentation (official transcripts, or copy of diploma with conferred degree to the Office of the Superintendent) prior to the date specified below shall be eligible for the applicable salary stipend set forth herein, such payment to be effective as follows:

Date of Submission: Effective Date of Payment

Prior to October 1: First pay period of that school year

On or after October 1: to be prorated for the remainder of the school year

Lead Nurse Stipend: \$7371

The lead nurse job description will be mutually developed by the Lead Nurse and the Superintendent.

13.05 Longevity

13.05.01 A longevity payment will be paid to eligible bargaining unit members as follows:

- (a) For unit members who have completed more than ten (10), but less than fifteen (15) years of service \$600.
- (b) For unit members who have completed more than fifteen (15), but less than twenty (20) years of service \$1,000.
- (c) For unit members who have completed more than twenty (20), but less than twenty-five years of service \$1500.
- (d) For unit members who have completed more than twenty-five (25) years of service \$2000.

13.06. Calculation of Salary Rate.

13.06.01 In calculating the salary rate to be paid each unit member, in those cases where a unit member has an academic degree from an accredited institution, the degree stipend to be paid such individual shall be added. Credit, the Certification of Trainer of CPR (BLS) Stipend and each unit member's base salary before applying the payment to be made pursuant to the provisions of 13.01-13.03 of this Article 13.

The Longevity Increment will then be added to this total. (See attached job description attached to Appendix C for School Nurse Leader, School Nurse and Associate School Nurse (new).

13.07 Earned Increment

13.07.01 Bargaining unit members entitled to receive a salary increment will receive such increment.

13.08 Off Hour Rate/Overtime

13.08.01 Effective the signing of the Agreement, nurses will be paid an off hour rate for nursing service equal to their hourly salary rate.

13.08.02 Nurses will be paid an overtime rate of one (1) and one half (1/2) times their hourly salary when they are required to stay beyond their normal workday. The respective building principal will be required to approve such overtime.

13.08.03 Off hour and overtime compensation will be paid in quarter hour increments.

13.08.04 Uniform/Clothing Annual Allowance

All members of the bargaining unit will receive an annual uniform/clothing allowance of \$200.00 which will be received in the members first pay period of the work year.

13.08.05 Professional Expense Reimbursement

Professional expenses up to a maximum of \$120.00 annually are allowable at the approval of the Superintendent.

ARTICLE 14

TRANSFERS

14.01 Posting of Vacancies

Vacancies in School Nurse positions will be posted for a minimum period of five (5) days. During summer months all postings will be posted on the District webpage and posted at the schools.

14.02 Interview of Candidates

14.02.01 Bargaining unit members requesting a transfer to a vacant or new position will be considered first before hiring from outside source.

ARTICLE 15

REDUCTION IN FORCE

15.01 Definitions/Process

Reductions in force will be made in reverse order of seniority in the System. Seniority is defined as length of continuous service in the bargaining unit from the first day of permanent employment in the bargaining unit. Ties in seniority will be decided by lottery.

15.02 Recall List

15.02.01 An employee will be placed on a recall list for a period of two (2) years from the effective date of the layoff Notice of recall opportunity will be sent to the employee's residence. Failure to accept the recall opportunity will result in placement on the bottom of the recall list. Refusal of the second recall opportunity will result in removal from the recall list.

ARTICLE 16

PROFESSIONAL DEVELOPMENT

16.01 Attendance at Meetings

16.01.01 Permission to attend professional meetings will be at the discretion of the Superintendent of Schools or his/her designee.

16.02 Reimbursement of Costs

A pool will be established of a \$3000 per year for professional development at either a university/college program or an institution offering CEUs. A cap of \$300 per reimbursement will be available not to exceed the total cap of \$3000. The monies are available on first come first served basis. A member may participate once during the year. The building principal and the Assistant Superintendent of Schools for Curriculum must approve the conference program.

16.02.01 If the Superintendent or his/her designee requires an employee to attend a workshop or a professional meeting, the cost of said activity will be reimbursed by the District. This Article does not cover course work relating to obtaining certification credits.

16.02.02 Tuition Reimbursement

Tuition Reimbursement – the Town of Tewksbury will offer tuition reimbursement to those nurses wishing to pursue advanced degrees relating to their job or in education of up to \$300.00 per nurse per fiscal year.

Courses must be requested 30 days in advance of course start.

Proof of course completion, with an official grade report of a grade of “C” or better, and payment must be submitted for tuition reimbursement.

16.03 Professional Development

Professional Development for bargaining unit members will be provided, consistent with the mandates of educational reform and the regulations, as set by DESE and as promulgated by the Department of Public Health-School Health Unit.

The District will provide access to an annual online subscription that assist nurses with attaining necessary CEU’s for nurse licensure.

Nurses may be allowed to attend professional development outside of the District on scheduled professional development or workshop days at the discretion of the Superintendent of Schools or his/her designee.

ARTICLE 17

CREDIT UNION DEDUCTION

The Employer agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Employer written authorization to make such deductions. The amounts so deducted shall be remitted to the TEAMSTER CREDIT UNION once each week by electronic transfer methods. The Employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

ARTICLE 18

RETIREMENT COMPENSATION

18.01 Eligibility Criteria

A bargaining unit member who meets the following conditions shall be entitled to participate in the early retirement plan set forth below. To this end, a bargaining unit member who shall have attained the age of fifty-five on the date of execution of this Agreement, and who has completed not fewer than twenty (20) years of full-time service in the Tewksbury School District at the time of retirement shall be eligible to participate in this plan.

18.02 Compensation

The basic yearly retirement compensation to be paid shall be as listed below. For each year of service beyond twenty (20), the allowance shall be increased by five (5) percent of the basic amount so that at the end of thirty-five (35) years' service the allowance would be thirty-five hundred dollars (\$3,500.00).

Years of Service	Allowance
20	\$2,000.00
21	\$2,100.00
22	\$2,200.00
23	\$2,300.00
24	\$2,400.00
25	\$2,500.00
30	\$3,000.00
35	\$3,500.00

18.03 Notice

18.03.01 A unit member planning to participate in this program shall notify the Superintendent of Schools by June 1st two (2) years prior to retirement. Together with such notice, the unit member shall simultaneously submit to the Superintendent a notice of his/her "Intention to Retire" which shall set forth the anticipated date of retirement and which shall further contain a predated resignation effective at the close of the second year. A unit member who has received the allowance shall not be permitted to continue service in Tewksbury beyond the date specified unless mutually agreed upon, in which event no further retirement compensation shall be paid.

18.04 Waiver

18.04.01 In the event that a unit member, for valid and substantial reason(s), decides to subsequently retire earlier than he or she had anticipated, said unit member will be eligible for this retirement compensation plan subject to the approval of the Superintendent based on budgetary considerations.

18.05 Retirement System

18.05.01 Employees covered by this Agreement shall be eligible to participate in the Massachusetts Teachers' Retirement System, provided that such eligibility is subject to, and in accordance with all applicable laws and regulations, and the policies of the Massachusetts Teachers' Retirement Board.

Associate Nurses covered by this agreement shall be eligible to participate in the Middlesex County Retirement System, provided that such eligibility is subject to and in accordance with all applicable laws and regulations, and the policies of the Middlesex County Retirement Board.

ARTICLE 19

NEW ENGLAND TEAMSTERS AND SUBSCRIBING EMPLOYERS GROUP LEGAL SERVICES FUND

The undersigned Employer and Local Union certify that the following provision is a part of their collective bargaining agreement regarding group legal services benefits and contributions for all employees performing work within the scope of and /or covered by the collective bargaining agreement between the Employer and the Local Union, and in the event of any conflict between these provisions and other provisions of such collective bargaining agreement, the terms and conditions set forth below shall prevail with respect to the New England Teamsters and Subscribing Employers Group Legal Services Fund (hereinafter referred to as the "Group Legal Services Fund") contributions and coverage:

This Group Legal Services Provision shall supersede and prevail over any other inconsistent provisions of articles contained within this agreement.

The Employer agrees to make payments to the New England Teamsters and Subscribing Employers Group Legal Services Fund for each and every employee, whether such employee is a regular, temporary or casual employee, irrespective of his or her status as a member or non-member of a Local Union, from the first hour of employment subject to this agreement, as follows.

Commencing with the 1st day of September, 2018, the Employer shall contribute to the Group Legal Services Fund the sum of \$0.18 for each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, up to a maximum of forty (40) hours per week, from the first hour of employment in such week (if the rate changes from \$0.18 the School Committee agrees, any higher will need to be negotiated).

For purposes of this section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due for any week, there shall be no daily limit on the number of

hours for any one day in such week, whether such hours are performed at straight time or overtime rates, but payments shall be made in the amount and manner set forth in this agreement.

The Employer agrees to and has executed a copy of the New England Teamsters and Subscribing Employers Group Legal Services Agreement and Declaration of Trust, dated November 30, 1989, (hereinafter referred to as the "Trust Agreement") and accepts such Trust Agreement, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Trust Agreement.

It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope of and/or covered by this Standard Participation Agreement for the purpose of determining the accuracy of contributions to the New England Teamsters and Subscribing Employers Group Legal Services Fund and adherence to the requirements of this section of this agreement regarding coverage and contributions. Such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the New England Teamsters and Subscribing Employers Group Legal Services Fund.

If the Employer shall fail to make contributions to the New England Teamsters and Subscribing Employers Group Legal Services Fund by the twentieth (20th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Fund have been under-reported and/or underpaid, fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Employer shall be responsible to the employees for losses resulting therefrom. The Employer's liability for payment hereunder shall be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

No oral or written modification of this section regarding Group Legal Services Plan contributions shall be made by a participating Local Union or the Employer, and, if made, such modification shall not be binding upon the Trustees of the New England Teamsters and Subscribing Employers Group Legal Services Fund.

ARTICLE 20

MEDICAL

20.01 Each employee who sustains injury or illness arising out of his/her employment by the Tewksbury Public Schools shall be entitled to receive his/her full pay for the period of his/her incapacity. If such period exceeds thirty (30) days, continued payment beyond such period shall be subject to approval by the School Committee, which may require periodic written testimony supporting the claim of continued incapacity as a condition precedent to its approval.

ARTICLE 21

CPR (BLS)

21.01 A \$200 per year stipend will be paid to a member of the bargaining unit group who holds and maintains a Certification of Trainer of CPR (BLS). This member will provide training leading to the certification of the group. Preference will be given to the members of the group. If no qualified member is available the School Committee reserves the right to contract out the training.

ARTICLE 22

HEALTH SAFETY AND SECURITY

23.01 The health, safety and security of all students and staff are essential elements in the creation of an atmosphere in which effective instruction and learning can occur.

23.02 To that end all staff will wear identification badges or cards (including temporary cards if permanent cards are misplaced or forgotten) issued by the Committee when on school grounds or in school buildings. The administration shall maintain an ample supply of replacement badges. Any employee who misplaces or forgets the badge may obtain a replacement badge in the office. Employees who consistently fail to wear or display a badge will be referred to the Superintendent for review and corrective action if necessary.

ARTICLE 23

CORI AND BACKGROUND CHECKS

23.01 In compliance with the provisions of Chapter 385 of the Acts of 2002, the Superintendent of Schools, a Central Office Employee or a Central Office Administrator shall request and review CORI checks. Such checks shall take place not more than once every three (3) years unless allegations of employee misconduct made by law enforcement agencies or courts warrant additional CORI checks. Additionally, the Superintendent may determine to conduct CORI checks on one-third (1/3) of the staff each year or some other portion of the staff as is convenient.

23.02 In compliance with the provisions of Chapter 77 of the Acts of 2013, "An Act Relative to Background Checks", all school employees that work directly with students, are required to comply with a fingerprint-based state and national criminal record check. Individual employees will be responsible to pay the fee to comply with this requirement.

23.03 Employees shall be made aware that CORI reports concerning them are being requested and when such request is actually made. Employees shall be made aware that, upon request, they shall be provided with a copy of the CORI report received by the Superintendent.

23.04 All CORI checks shall be kept in a separate, secure file maintained in the office of the superintendent. Upon retirement or termination of his/her employment an employee may request in writing that he/she be given his/her reports. Such reports shall be provided to the employee within ten (10) days of the request.

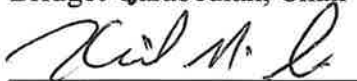
23.05 After review of a CORI report, the Superintendent, if s/he deems it necessary, may meet with the employee who may at such meeting be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the Collective Bargaining Agreement and the General Laws of the Commonwealth of Massachusetts.


ARTICLE 24 DURATION

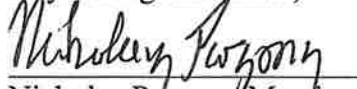
24.01 This contract shall remain in full force and effect for a period of three (3) years, from September 1, 2021 through August 31, 2024, and shall thereafter automatically renew itself for one successive year terms unless by November 1 next, prior to the expiration of the contract year involved, either the Committee or the Association shall have given written notice to the other of its desire to modify or terminate this agreement

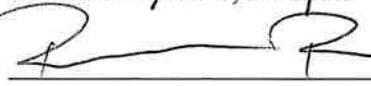
TEWKSBURY SCHOOL COMMITTEE


Bridget Garabedian, Chair


Keith Sullivan, Vice-Chair



Kayla Biagioni-Smith, Clerk


Nicholas Parsons, Member

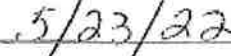

Richard Russo, Jr., Member


Date

TEAMSTERS LOCAL UNION NO. 25


Thomas G. Mari, President/Principal Officer


Joan C. Corey, Vice President/Business Agent

Date: 

APPENDIX A
PAYROLL DEDUCTION AUTHORIZATION

TO: Tewksbury School Committee

I hereby assign to Teamsters Local 25, International Brotherhood of Teamsters (hereinafter referred to as the "Union") from any wages earned or to be earned by me as your employee the sum of \$ per month, or such amount as may hereafter be established by the Union and become due to it, pursuant to its Constitution and By-Laws, as my membership dues in said Union. I authorize and direct you to deduct such amounts from earned wages on the second payday of each calendar month and to remit the same to the Secretary-Treasurer of the Union. This assignment, authorization and direction shall remain in effect until revoked by me and shall be irrevocable for a period of one year from the date hereof or until the termination date of my applicable collective bargaining agreement, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective agreement between you and the Union, whichever shall be shorter, unless written notice of revocation is given by me to you by registered mail not less than ten (10) days prior to the expiration of each period of one year, or of each applicable collective agreement between you and the Union, whichever occurs sooner.

Date:

Name:

APPENDIX B
PAYROLL DEDUCTION AUTHORIZATION

TO: Tewksbury School Committee

I hereby authorize and direct the Tewksbury School Committee to deduct from any earnings accumulated to my credit, any agency service fee charged against me by the Teamsters Local No. 25, International Brotherhood of Teamsters (hereinafter referred to as the "Union") upon presentation and formal demand, of the current monthly amount thereof by the proper authorities (Treasurer) of that organization, agreeing that the said Tewksbury School Committee, its officers and agents, shall be saved harmless for such deductions made under these circumstances.

It is understood that I reserve the right to withdraw this authorization by giving at least 180 days notice to the Committee, and by filing a copy of such notice of withdrawal of authority for such payroll deductions with the Treasurer of said Local 25.

Date:

Name:

APPENDIX C

FY22*			
SCHOOL NURSE		ASSOCIATE NURSE	
STEP	SALARY	STEP	SALARY
1	\$ 50,333	1	\$ 42,783
2	\$ 55,350	2	\$ 47,048
3	\$ 58,134	3	\$ 49,414
4	\$ 61,597	4	\$ 52,357
5	\$ 65,058	5	\$ 55,299
6	\$ 71,277	6	\$ 60,585
7	\$ 72,590	7	\$ 61,702
8	\$ 73,975	8	\$ 62,879
9	\$ 75,833	9	\$ 64,458

FY23*			
SCHOOL NURSE		ASSOCIATE NURSE	
STEP	SALARY	STEP	SALARY
1	\$ 51,465	1	\$ 43,746
2	\$ 56,595	2	\$ 48,106
3	\$ 59,442	3	\$ 50,526
4	\$ 62,983	4	\$ 53,535
5	\$ 66,522	5	\$ 56,544
6	\$ 72,881	6	\$ 61,949
7	\$ 74,223	7	\$ 63,090
8	\$ 75,639	8	\$ 64,294
9	\$ 77,539	9	\$ 65,908

FY24*			
SCHOOL NURSE		ASSOCIATE NURSE	
STEP	SALARY	STEP	SALARY
1	\$ 52,623	1	\$ 44,730
2	\$ 57,869	2	\$ 49,188
3	\$ 60,779	3	\$ 51,663
4	\$ 64,400	4	\$ 54,740
5	\$ 68,019	5	\$ 57,816
6	\$ 74,521	6	\$ 63,342
7	\$ 75,893	7	\$ 64,509
8	\$ 77,341	8	\$ 65,740
9	\$ 79,284	9	\$ 67,391

Stipends

Nurse Lead	\$7,371
Bachelors + NBCSN	\$2,000
Masters Degree	\$4,000
CPR Trainer	\$200

Immunization Compliance Per Hourly Rate

*FY 21 Nurse 11-step salary scale converted to a 9-step salary scale

