

CONTRACT
BETWEEN THE
LUDLOW SCHOOL COMMITTEE
AND
LUDLOW EDUCATION ASSOCIATION
UNIT C
NURSES
2022 - 2025

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Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Contract is made between the School Committee of the Town of Ludlow, Massachusetts, (hereinafter referred to as the Committee), and the Ludlow Education Association, (hereinafter referred to as the Association).

ARTICLE I - PREAMBLE

- A. Recognizing that the prime purpose of the Ludlow School System is to provide education of the highest quality for the children of Ludlow, and that good morale within the nursing staff is essential to achievement of that purpose, we, the undersigned parties to this Contract, declare that:
1. Under the laws of Massachusetts, the Committee, elected by the citizens of Ludlow, has final responsibility for establishing the educational policies of the public schools of Ludlow, Massachusetts;
 2. The Superintendent of Schools of the Town of Ludlow, Massachusetts, (hereinafter referred to as the Superintendent), is the executive officer of the Committee and as such, administers and directs the operation of the public schools of Ludlow in accordance with the policies so established, and according to the decisions of the Committee;
 3. The Association recognizes that the nursing staff of the public schools of Ludlow has responsibility for providing nursing service of the highest possible quality;
 4. Fulfillment of these respective responsibilities can be facilitated and supported by consultation between the Superintendent, Principals, and Supervisors in the formulation and application of policies relating to wages, hours, and other conditions of employment for the nurses;
 5. Subject to the provisions of the Contract, the Committee, the Superintendent and the principal reserve and retain full rights, authority and discretion in the proper discharge of their duties and responsibilities, to control, supervise and manage the public schools of the Town of Ludlow and its nurses under governing laws, ordinance rules and regulations Municipal, State and Federal. In all matters calling for the exercise of judgment or discretion on the part of the Committee, the decision of the Committee shall be final and binding if made in good faith - i.e., not arbitrarily, capriciously or without rational basis in fact - except where some other standard of grievability or arbitrability is set forth in this Contract;
 6. As to all matters covered by this Contract, the provisions hereof shall prevail in any case where a conflict may exist between such provision and any policy, practice, procedure, custom or writing not incorporated in this Contract.;
 7. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE II - RECOGNITION

- A. The Committee recognizes the Ludlow Education Association, for purposes of collective bargaining, as the exclusive representative of all nurses employed in the public schools of Ludlow.
- B. Unless otherwise indicated, the nursing employees referred to above will be referred to as the nurses.

ARTICLE III COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT

- A. Except as this Contract shall hereinafter otherwise provide, all conditions of employment applicable on the effective date of this Contract, to nurses covered by this Contract, as established by any Committee Rules and Regulations in force on said date, shall continue to be applicable during the term of this Contract. Nothing in this Contract which changes pre-existing Committee Rules and Regulations shall operate retroactively unless so stated.
- B. Whenever a Team meeting is held involving a child with a medical diagnosis, the building nurse will be notified in advance. If such meeting occurs at a time other than within the normally scheduled hours, the nurse shall receive compensation for his/her presence based on his/her hourly rate of pay.
- C. Compensation for system-wide curriculum committee work and participation on other system-wide committees (such as Health Curriculum, etc.), where the input and expertise of the nurse is desirable and/or required, will be provided at \$21.64 per hour, with the advance approval of the Superintendent or his/her designee.
- D. Nurses employed and designated as required to travel between schools shall be compensated for travel on the basis of \$125.00 for each school year.

- E. Inservice/Training: The Association and the Committee agree that inservice programs will be developed to assist in the improvement of work performance and the enhancement of professional development. A minimum of two days per year will be offered on the teacher system-wide professional days. Training for new and/or additional job-related skills will also be provided. In-service programs will be free of charge. When required, courses are given at a time other than the working day of the nurse, he/she will be reimbursed at his/her hourly/daily rate. The supervisor of each nurse, with the approval of the Superintendent, will be responsible for determining whether or not the course is required for the effective performance of duties relevant to his/her position. Such reasons will be in writing. Course work or training needed to remediate deficiencies in current performance, under a current job description, will not be paid for by the Committee.
- F. The purpose of the school nurse study group is to enable nurses to be compensated for the time beyond the school day that is needed to develop unified procedures across the district, to review policies to meet requirements for compliance, to make recommendations regarding new policies, and to develop/recommend curriculum components.
- All nurses are eligible, but not required to, apply for membership. There is a minimum of four members, one Chairperson, and three members.
- Stipends will align with other curriculum study groups in the district.
- G. Notwithstanding anything to the contrary in this Agreement, nurses will not be required to perform any non-nursing supervisory duties unless no other alternative exists. In the event a nurse does perform said duty and the duty does not interfere with the nurse's primary role of providing care, he/she will be compensated at \$19.48 per duty.
- H. In the event a 1:1 nurse volunteers to work a longer work day to medically assist the student he/she is appointed to work with, he/she will be paid his/her current hourly rate of pay for actual hours worked in excess of his/her regular work schedule, per Unit C contract.

ARTICLE IV - GRIEVANCE PROCEDURE

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of employees covered by this Contract. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved; and nothing in this Contract shall prevent any such employee from individually presenting any grievance of the employee. A grievance is a claim based upon an event or condition which affects the employee or group of employees regarding the interpretation, meaning, or application of any terms of this Contract.

Action of grievance may be initiated by either of the two (2) parties. However, there shall be no solicitation of grievances during working time.

The Association may process a grievance through all levels of the grievance procedure even though the aggrieved person(s) does not wish to do so.

LEVEL ONE: The aggrieved employee shall discuss the grievance with the Grievance Committee of the Association.

LEVEL TWO: If not disposed of to the employee's satisfaction by such discussion, the grievance shall be presented in writing by the employee and the said Grievance Committee to the appropriate intermediate supervisor of the employee, with a copy of such grievance given to the Superintendent.

LEVEL THREE: If at the end of the ten (10) calendar days next following such presentation, the grievance shall not have been disposed of to the employee's satisfaction, the grievance shall forthwith be presented in writing by the employee and the said President or Chairman to the Superintendent, who may within fourteen (14) calendar days thereafter meet with the employee and the said President or Chairman in an effort to settle the grievance.

LEVEL FOUR: If at the end of the twenty-two (22) calendar days following such presentation in writing to the Superintendent, the grievance shall not have been disposed of to the employee's satisfaction, the grievance shall forthwith be presented in writing by the Association to the School Committee; and within then (10) calendar days thereafter the School Committee shall meet with the Grievance Committee, the said President, and the employee in an effort to settle the grievance.

LEVEL FIVE: If at the end of the twenty-one (21) calendar days next following presentation of the grievance in writing to the School Committee, the grievance shall not have been disposed of to the satisfaction of the employee, and if the grievance shall involve the interpretation or application of any provision of this Contract, the Association may, by giving written notice to the School Committee within the ten (10) calendar days next following such period of twenty-one (21) calendar days, present the grievance for arbitration; in which event the School Committee and the Association shall forthwith submit the grievance to the American Arbitration Association for disposition in accordance with the applicable rules of the said American Arbitration Association. The expenses of such arbitration shall be shared equally by the School Committee and the Ludlow Education Association, and the award made shall be final and binding upon the School Committee, the Association, and the aggrieved employee.

If at the end of the twenty-one (21) calendar days next following the occurrence of any grievance, or the date of first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented at Level Two of the procedure set forth above, the grievance shall be deemed to have been waived; any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified above.

If any employee covered by this Contract shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Contract, and if the Association shall so desire, it shall be permitted to be heard at each level of the procedure under which the grievance shall be considered. No grievance settlement or final disposition of any grievance shall be binding upon the Committee or the Association in the event the said settlement or disposition in any manner alters or violates this Contract or the intent thereof.

EMERGENCY PROCEDURE: In the event any emergency should arise, in the opinion of both the Superintendent and the Grievance Committee, Levels One through Four shall be eliminated and the Grievance Committee will be granted either an agenda appointment at the next regularly scheduled School Committee meeting or an emergency meeting with the School Committee. In the event the Superintendent and the Grievance Committee cannot agree as to whether or not an emergency exists, the Town Counsel or his designee shall make the final determination within seven (7) calendar days from the date of disagreement.

ARTICLE V - SALARIES

- A. Salaries of all nurses covered by this Contract are as set forth on page 14.
- B. Nurses with seven consecutive years of nursing service in the Ludlow School System will be entitled to a longevity increment of \$500.00; nurses with fourteen years of consecutive years of nursing service in the Ludlow School System will be entitled to an additional longevity increment of \$1000.00 payable within one month after the seventh year and fourteenth year anniversary date; Nurses who have completed twenty (20) years of Nursing service in the local system are entitled to an additional one thousand dollars (\$1000.00); Nurses who have completed twenty five (25) years of Nursing service in the local system are entitled to a longevity increment of \$500.00. This payment will be in addition to the nurse's regular pay. Each subsequent year after the anniversary date, the payment will be made under the same conditions as the initial payment as long as they remain in the employ of the Ludlow School System as a nurse.
- C. Stipends for nurses who participate in grant funded programs will be paid at a per hour rate according to the Unit C Nurses' Contract.
- D. Nurses will be given the option of receiving 21 or 26 paychecks per year.

ARTICLE VI - LEAVES OF ABSENCE

- A. GENERAL
 - 1. Leaves of absence shall be granted nurses in the Ludlow Public School System under conditions hereinafter as set forth in this Article. Leaves of absence not specifically covered by this Article shall be subject to discretionary approval by the Committee.
 - 2. Each nurse, upon request, shall receive yearly notice of his/her accrued medical leave.
- B. LEAVES OF ABSENCE WITH PAY
 - 1. Medical Leaves
Nurses in the Ludlow Schools shall be granted medical leave under conditions hereinafter specified.

- a. Leaves shall be granted for illness or disability from whatever cause.
- b. Eligibility for medical leave shall be accrued at the rate of fifteen (15) days per year, cumulative to two hundred forty (240) days. Such accrual shall be effective as of January 1, 1953, or the nurse's initial date of service, whichever is later. For purposes of determining eligibility, a year is defined as starting July 1. A nurse performing the first day of service between July 1 and December 31, shall be eligible for fifteen (15) days medical leave as of the first day of service. If the first day of service falls between January 1 and June 30, a nurse shall be eligible for seven and one-half (7 1/2) days leave as of the first day of service.
- c. When absences of three (3) or more consecutive school days occur because of disability, the Committee may require a certificate of illness from a physician. The Committee may require a second opinion by a physician of the Committee's choice. The School Committee will pay for the second opinion. The Committee and the member will share the cost if a third physician's opinion is needed.
- d. While on medical leave, accrual toward further medical eligibility shall not be interrupted.
- e. When a nurse on medical leave desires to return to work, the Committee may, at its discretion, require medical evidence of fitness for such return.
- f. When disability is covered by Workmen's Compensation, medical leave shall be regulated as follows:
 - (1) If the weekly payments receivable from Workmen's Compensation equal or exceed the nurse's regular salary, she shall receive no salary from the Town of Ludlow while on such medical leave.
 - (2) If the weekly payments receivable under Workmen's Compensation are less than the nurse's regular salary, said nurse may request that she be paid such amount of sick leave allowance as when added to Workmen's Compensation benefits, will result in receipt of regular salary amount. The allowance over and above the injury compensation will be proportionately charged to accrued sick leave on the School Department records.
- g. Medical leave shall be expended at the rate of one day for each day of absence.
- h. Severance Pay
A nurse, upon retirement from the system, or upon death, shall be compensated for unused medical leave of absence for disability accumulated under the provisions of this agreement. Such compensation shall be paid to the nurse, or the nurse's estate at a per diem rate of thirty dollar (\$30.00) per day up to a maximum of two hundred and forty (240) days. A nurse must give written notification to the Superintendent at least six (6) months prior to his/her retirement date to receive said compensation on the retirement date, otherwise compensation will be received after a six (6) month written notification. The Superintendent may waive the six (6) month notification due to unusual circumstances.
- i. In the event a nurse is absent from work during any portion of the workday, coverage will be provided by another nurse in the unit. Advanced notice should be given, when possible.
- j. A nurse may utilize his/her available sick time for the care of a sick spouse or child. Said use shall be subject to the same regulations, procedures, and limitations as if it was utilized for that nurse's personal care.
- k. A nurse has the option of taking sick time in ½ day increments. A ½ day shall be calculated as 3 hours.

2. Emergency/Legal Leave

Each nurse shall be allowed a maximum of two (2) days for emergency reasons, one (1) day for family use, one (1) day for legal or business, and one (1) for personal reasons.

- a. For the purpose of this Contract, "Emergency" may be interpreted to include such cases as home emergencies, quarantine by order of the Health Department, serious illness of a member of the employee's immediate family or permanent household requiring the personal care of that member by the employee, or for court cases due to no negligence on employee's part.
Leave for illness of a child may be granted if the child is a member of the immediate household. For emergency leave a statement of circumstances shall be submitted by the employee, endorsed by the principal or other supervisory officer and forwarded to the Central Office for approval by the Superintendent.
- b. Legal/Business and Personal Day
 - 1. Each nurse may, upon written request and with the advance approval of the Superintendent or his designee, except in case of emergency in which event the approval of the Superintendent or his designee maybe given orally, be granted one (1) legal/business day with pay each school year for

legal or business matters which cannot possibly be taken care of other than during school hours. In addition they may take one (1) personal day.

2. If a nurse is not absent for one hundred (100) consecutive days, he/she shall receive one (1) personal day. Jury Duty, Professional Leave, Bereavement Leave, approved Association Business and Military Leave will not count against the nurse's attendance. The hundredth day must be taken in the year in which it was earned and may not be accumulated unless it is earned after April 1st, and then it will be carried over to the following year.
3. Each nurse shall be allowed the personal day mentioned in 2, b, 1, in each school year but not during the last two (2) weeks of school or the workday before or after a vacation period or holiday, and may not be accumulated. It is understood that in the aforementioned circumstances, there may be certain occasions when, with the approval of the Superintendent, a Nurse may take his/her personal day during the last two weeks of school or the workday before or after a vacation period or holiday.
4. (Compensation for unused personal/legal/business/family/emergency days) "notwithstanding the eligibility of personnel to access emergency, legal, or business, or personal leave as further described Article VI, section B.2, personnel who do not use those days not to exceed six in total per year shall, upon retirement or upon death, be compensated for said unused emergency, business/legal, family, and/or personal leave according to the compensated terms described in Article VI, section B.1.h, including but not limited to the maximum of two hundred and forty (240) days."

c. Death in Family

In case of death in the immediate family (parent, sibling, child, spouse, grandchildren, domestic partner, parent-in-law, or other relatives with whom the nurse may then be living or for whom the nurse is legally or medically responsible), a nurse shall be allowed not more than five (5) days with full pay, and for other relatives (grandparents, siblings of parents, first cousins, children of siblings), the nurse shall be allowed two days with full pay. These regulations shall apply equally to relation whether by blood or by marriage, but no allowance with pay shall be granted for days previous to that on which the death occurs. In the case of death of a spouse, domestic partner, or child, a nurse may, in addition to the five (5) days above provided, request and use up to a maximum of three (3) additional days to be charged to sick, emergency and/or legal or business days to which the nurse may then be entitled. Such a request must be made to the Superintendent as soon as possible under the circumstances so that the proper arrangements can be made in the best interest of the Ludlow School System. To attend the funeral of a close friend, student, or co-worker, or other non-relative, a nurse shall be allowed one (1) day with full pay.

d. Commencement Ceremony

A nurse shall be granted a leave of absence without loss of pay for one (1) day to attend commencement ceremonies should such fall on a school day, at which he or any member of his immediate family will be awarded a degree, or a diploma which represents the completion of at least two (2) years of post high school study. For the purpose of this section, immediate family is defined as father, mother, husband, wife, son, daughter, brother, sister, son-in-law or daughter-in-law. Request for this leave shall be by written notification to the Superintendent two (2) weeks in advance of the effective leave date. (When travel time is needed, the School Committee may grant additional leave without pay.)

e. Professional Leave

A nurse may, upon written request to the Superintendent, and copy to Principal be granted leave to attend specific seminars, or conferences conducted for professional improvement. Such approval by the Superintendent will be based on the expected benefits to the Ludlow School System, and the number of nurses granted such leave at any one time shall be at the discretion of the Superintendent. When such approval is granted the cost of the conference and mileage expenses will be paid by the school department.

f. Jury Duty

Any nurse covered by this Agreement, who is called to serve on Jury Duty, will continue to receive her salary while serving on said duty and also will agree to give the School Committee the compensation received, exclusive of travel and meals, for said Jury Duty.

g. Association Leave

Time necessary for Association Representatives to attend Massachusetts Teachers Association conference and/or conventions shall be granted, provided, however that the total amount of time taken by all such representatives will not exceed thirty (30) days per school year.

C. CHILDREARING AND FAMILY LEAVES OF ABSENCE WITHOUT PAY

Section A.

1. A Nurse will be granted leave for the purpose of rearing said nurse's newborn child under conditions hereinafter specified.
2. In the manner and to the extent provided in this article, an employee who has been employed for at least three (3) consecutive months as a full-time employee and who shall give at least two (2) weeks notice to the Committee of anticipated date of departure and intention to return shall be granted a leave of absence without pay and without accrual of time toward eligibility for medical leave.

The said childrearing leave shall be for a period not exceeding twelve (12) months from the date of termination of disability as a result of pregnancy and, upon expiration of said childrearing leave, said employee shall be restored to the previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of leave.

3. The Committee shall not be required to restore an employee on childrearing leave to the previous or a similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such childrearing leave; provided, however, that such employee on childrearing leave shall retain any preferential consideration for another position to which the employee may be entitled as of the date of leave. Such childrearing leave shall not affect the employee's right to receive vacation time, medical leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which the employee was eligible on the date of leave, and any other advantages or rights of employment incident to the employee's employment position; provided, however, that such childrearing leave shall not be included, when applicable, in the computation of such benefits, rights, and advantages; and provided, further, that the Committee need not provide for the cost of any benefits, plans, or programs during the period of childrearing leave unless the Committee so provides for all employees on leave of absence.
4. Nurses whose notice of intention to return, as required by Section A.2, above, involves a return to their duties during the course of a school year which in judgment of the Committee would constitute inconveniences or disruption to pupils and the school administration, may be required by the Committee to postpone their return until the beginning of the following year. Nurses increase their chances of returning during the school year by notifying the School Committee of their intent to return on or before July 1 preceding the school year in which they intend to return.
5. In the event a nurse who has given the required notice of intention to return wishes to extend the period of childrearing leave beyond the date of return specified in said notice, the nurse shall submit a letter of request to the Committee within a reasonable time prior to the original date of return. Due consideration of this request shall be given by the Committee.

Section B.

1. Family leave of up to thirty (30) calendar days will be granted to any nurse upon presentation of a Physician's certificate to the Superintendent of Schools providing that such leave is necessary to insure the health and welfare of the employee's family.
2. Said family leave of absence will be without pay and without accrual of time eligibility for medical leave. Upon expiration of said leave, said employee shall be restored to the previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of leave.

Section C. Pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), eligible employees will be provided with up to twelve (12) weeks of unpaid leave for their own serious illness, the birth or adoption of a child, or the care of a seriously ill child, spouse, or parent.

1. Eligible employees are defined as having been employed:
 - a. for at least twelve (12) months, and
 - b. for at least 1250 hours over the previous twelve (12) months.

2. Employees are entitled to twelve (12) week leave during any twelve (12) month period for the following reasons:
 - a. The birth of an employee's child or the care thereof or because of placement of a child with the employee for adoption or foster care; an employee's entitlement to leave for this reason expires twelve (12) months after the birth or placement of the child.
 - b. Caring for the employee's spouse, son, daughter, or parent who has a serious health condition; a "serious" health condition is one that requires inpatient care or "continuing treatment by a health care provider".
 - c. The employee suffers a serious health condition that makes him/her unable to perform the functions of his/her job.

3.
 - a. All requests for leaves must be submitted in writing at least, when possible, thirty (30) days in advance to the Committee.
 - b. All requests must be dated and state the reason and anticipated length of the leave.
 - c. All requests under 2.b. or c. must be supported with CERTIFICATION, by the health care provider of the person with the serious health condition, within fifteen (15) days of the request unless under particular circumstances it is not possible to do so, in which case it should be provided as soon as possible. Certification should include the date on which the serious health condition began, the probable duration of the condition, appropriate medical facts regarding the condition, a statement that the employee is needed to care for the family member and an estimate of the amount of time needed for such care (if the leave is to care for a family member) or that the employee is unable to perform his/her functions (if for his/her own health condition).
 - d. An employee will be required to submit RE-CERTIFICATION every thirty (30) days if the leave is extended from the original date, the circumstances of the serious health condition change, or the Committee received information that casts doubt upon the continuing validity of the latest certification. If the employee becomes aware that an extension of the leave will be needed, advance notification will be appreciated to allow for staff scheduling and minimal interruption. This information must be communicated directly to the Committee by the employee on leave.
 - e. The Committee reserves the right to require a second opinion by a doctor designated or approved by the Committee and at the expense of the Committee. In the event of conflicting opinions, the Committee may require, at the expense of the Committee, a third opinion by a doctor approved jointly by the Committee and the employee which will be final and binding.
 - f. An employee returning from leave will be reinstated to the position he/she was employed in prior to the leave or to an equivalent position in pay, benefits, and other terms and conditions of employment. An employee on leave must contact the Committee at least five (5) days prior to his/her scheduled return date to verify his/her return.
 - g. The Committee will continue contributions to health benefits, if any, in the usual and customary manner during the leave.
 - h. The Committee reserves the right to recover premiums paid for employees who fail to return from leave, except if the reason is the continuation, recurrence, or onset of a serious health condition entitling the employee to leave under 2.b. or c. or something else beyond the employee's control. If the employee fails to return from leave because of a claimed continuation, re-occurrence or onset of a serious health condition entitling the employee to leave under 2.b. or c. he/she must furnish certification from the health care provider to support the claim. If the employee fails to furnish the certification within thirty (30) days the Committee will seek to recover any premiums paid.
 - i. If at the end of the twelve (12) week period, the employee requires and is granted an extension of the leave, he/she will become responsible for the payment of the full insurance premium under COBRA guidelines. The insurance premiums will be reinstated in the usual and customary manner once the employee returns to work from the leave.
 - j. Earned time will not continue to accrue during a leave hereunder, however, these benefits will immediately begin to accrue following the employee's return to work. An employee on leave will maintain, but will not accrue, his/her seniority during the leave. Seniority will continue to accrue immediately following his/her return to work.
 - k. Paid time used for any portion of the leave will be in substitution of, and not in addition to, the twelve (12) week period.
 - l. A leave taken hereunder does not supersede Massachusetts General Laws regarding leaves. Any employee eligible for leave under this section will be entitled to any other greater family or medical leave rights and benefits provided for in any provision of this Agreement.

4. The following shall apply to nurses as defined by the FMLA and the regulations promulgated:
 - a. (1) If an eligible nurse requests intermittent leave or leave on a reduced leave schedule to care for a family member, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than twenty (20) percent of the total number of working days over the period the leave would extend, the Committee may require the employee to choose either to:
 - (i) Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
 - (ii) Transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position
 - (2) If a nurse does not give the required notice of foreseeable, FMLA leave to be taken intermittently or on a reduced leave schedule, the Committee may require the employee to take leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the Committee may require the employee to delay the taking of leave until the notice provision is met.
 - b. (1) If a nurse begins leave more than five (5) weeks before the end of an academic term, the Committee may require the employee to continue taking leave until the end of the academic term if –
 - (i) The leave will last at least three (3) weeks, and
 - (ii) The employee would return to work during the three-week period before the end of the academic term.
 - (2) If the employee begins leave for a purpose other than the employee's own serious health condition during the five week period before the end of an academic term, the Committee may require the employee to continue taking leave until the end of the academic term if –
 - (i) The leave will last more than two (2) weeks, and
 - (ii) The employee would return to work during the two-week period before the end of an academic term.
 - (3) If the employee begins leave for a purpose other than the employee's own serious health condition during the three-week period before the end of an academic term, and the leave will last more than five (5) working days, the Committee may require the employee to continue taking leave until the end of the academic term.
 - (4) The words "academic term" mean the school semester, which typically ends near the end of the calendar year and the end of spring each school year.

Section D. Non-compliance with the provisions of this article may cause the expiration of leave and the termination of the individual as an employee

1. a. **Military Leave:** The Committee shall grant a nurse a leave of absence for required reserve military training not to exceed twenty (20) school days in any calendar year which cannot be performed at times other than school days. The Committee shall provide the difference between the nurses' military pay and the nurses' salary. The total pay received for this period shall not exceed his or her regular salary for this same period.
- b. Military leave will be granted to any nurse who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a nurse will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of four (4) years.

ARTICLE VII - TRANSFER

- A. When a reduction in the number of nurses in a school is necessary, qualified volunteers will be considered first.
- B. When involuntary transfers are necessary, a nurse's length of service in the Ludlow School System will be considered in determining which nurse is to be transferred.
- C. Notice of transfer will be given to nurses not later than the last day of school.
- D. Nurses desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1 and April 1 of each school year to be considered for the next school year. All requests will be acknowledged as soon as possible.

ARTICLE VIII - VACANCIES

- A. Whenever a vacancy occurs in the Ludlow School Nursing Staff, or a new position is created, it will be adequately publicized, except in emergency situations, by the Superintendent with a notice placed on the bulletin board of each school for at least ten (10) days in advance of the date of filling such vacancy. Such notice will clearly set forth the specifications, qualifications and compensation for said position. An emergency situation is one which shall not last longer than twenty (20) consecutive working days, according to the work schedule.
- B. During vacation periods, notices of vacancies in the nursing staff shall be posted on a bulletin board at the Central Office at least ten (10) days in advance of filling such vacancy. The President of the Association shall be notified of vacancies as soon as they occur.
- C. The School Committee of Ludlow will determine, in its sole discretion, whether or not a summer school program and/or a public or private grant will be operated or discontinued at any time.
- D. All openings for summer school nursing positions and positions under public and private grants will be adequately publicized by the Superintendent in each school building as early as possible, and nurses who have applied for such positions will be notified of the action taken regarding their applications as early as possible.
- E. When all considerations are equal, preference for filling positions in the summer school and positions under public and private grants will be given to currently employed nurses in the school system who may apply.
- F. In filling such positions, consideration will be given to a nurse's area of competence, quality of nursing performance, attendance record, length of service in the school system and in regard to summer school positions, previous summer school nursing experience.

ARTICLE IX - RESIGNATIONS

A nurse desiring to terminate employment in the Ludlow Public Schools shall submit written notice of such intent to the Committee through the Superintendent. Except in emergency situations, such notice shall be submitted to the Superintendent at least two weeks prior to the date of termination.

ARTICLE X - LAYOFF AND RECALL

- A. The parties to this Contract recognize that during the term of this Contract it may become necessary to reduce the nursing staff in number, for reasons judged valid by the Committee. The Committee agrees that in such instance the layoff shall take place in reverse order of continuous seniority of nurses with the Ludlow Public Schools, the nurse with the least seniority being laid off first. The Committee further agrees that should it again become necessary to expand the nursing staff, those persons so laid off will be recalled in order of their seniority at time of layoff, the most senior being recalled first, except as noted in Section B. below.
- B. Recall will not be a requirement if two or more school years have elapsed between layoff and recall dates. A nurse being recalled shall be notified by registered letter from the Superintendent, and if written acceptance is not submitted by said nurse to the Superintendent within ten (10) days following receipt of such registered letter, the said nurse shall be deemed to have waived all rights to recall.
- C. Seniority shall be defined as a school nurse's continuous length of service in the Ludlow School System from his/her most recent date of employment by the School Committee.
- D. A seniority list shall be provided to the Association annually no later than October 1st of each year.

ARTICLE XI - INSURANCE AND ANNUITY PLAN

A. "The cost of the following types of insurance coverage will be paid by the Town of Ludlow for each nurse electing to sign up for the following coverage:

1. Term life insurance of the type presently available to nurses-fifty percent (50%).
2. Medical and hospitalization insurance of the type presently available for individual or a family coverage, whichever applies in the particular case-eighty-one percent (81%). Effective on or about August 31, 2021, the third year of the contract 2021 – 2022, health insurance premium contributions change to 78/22%. Medical and health insurance of the type presently available to secretaries for individual or family coverage, whichever applies in the particular case.

The costs for the following types of insurance coverage will be paid by the Town of Ludlow for each nurse electing to sign up for the health insurance;

2019-2020 = 81%

2020-2021 = 81%

2021-2022 = 78%

Effective by on or about September 1, 2004, medical and hospitalization insurance will be provided via a single vendor, Blue Cross/Blue Shield, and a Delta dental plan will be provided the latter of which cost will be shared equally between the employee and the Town of Ludlow. Effective until August 31, 2006, in the event the Town agrees to contribute more than 50% of the cost of said dental plan for any other bargaining unit, the employees covered by this Agreement will be entitled to receive the same increased cost contribution by the Town of Ludlow.

- B. Nurses will be eligible to participate in a "tax-sheltered" annuity plan established pursuant to United States Public Law No. 87-370.
- C. The Committee shall provide indemnification for any nurse who shall be eligible for indemnification under Chapter 41, Section 100C of the General Laws of the Commonwealth as most currently amended.
- D. The Committee shall pay the cost of the nurses' personal malpractice insurance at a cost not to exceed \$125.00 per nurse per year.

ARTICLE XII - PAYROLL DEDUCTION

- A. The Committee agrees to deduct Association dues from the salary of those nurses who so authorize such deductions. Dues deduction will be prorated equally from the effective date of employee authorization to the end of the school year.
- B. Employees may authorize the Committee to deduct from their salary a contribution to Voice of Teachers for Education (V.O.T.E.), of an amount which the employee shall specify in writing. The Committee will certify on the payroll the amount to be deducted by the Treasurer. Such amounts shall be transmitted to the Treasurer. Such amounts shall be transmitted to the Massachusetts Teachers Association within thirty (30) days. Deductions will be made in accordance with the present practice regarding Association dues and will be pro-rated equally from the effective date of the employee authorization to the end of the school year.

ARTICLE XIII - WORK DAY/WORK YEAR

1. The school nurses will be employed on a full-time basis. The work year for the nursing staff will consist of one hundred eighty-four (184) days of which one hundred eighty (180) will be school days plus one (1) orientation day, one (1) work day, and two (2) professional days; The contracted work day outside of the 180 school workdays must be the same as the Unit A Professional Development in August. However, one hundred eighty-nine (189) calendar days are to be available in the nurses' schedule to make up for snow days. The work day for nurses will be seven hours, which includes one-half hour for lunch duty free unless extreme emergency. The substitute nurse will relieve the elementary school nurses of regular nursing duties while conducting health screening for the pre-kindergarten students.
2. Substitutes: 1. Every effort will be made to hire qualified substitute nurses to attend to student health and safety needs in the event of the absence of a school nurse; including but not limited to contracting with an outside agency.

3. Field trips will be voluntary.
4. A nurse may participate in a course offered by the School Committee. The School Committee shall offer one (1) course each semester (two (2) course each school year) provided that at least 50% of the nurses enroll and participate in each course.
 1. The cost of the course, which will be conducted within the system, will be borne by the School Committee.
 2. The cost of text and/or materials needed will be paid for by the nurse taking the course.
 3. The Association will make a recommendation of course selection, instructor, and instructor cost to the School Committee. These recommendations shall be made on or before June 30 and November 30 of each year. The Committee shall make the selection of the participants on an equitable basis.
 4. The nurse shall not have taken the same course previously.

ARTICLE XIV - FAIR DISMISSAL

No nurse will be suspended or discharged without just cause.

ARTICLE XV - GENERAL

1. Each nurse laid off and subject to recall under the provisions of Article X and who notifies the Superintendent in writing that he or she is available and desires temporary substitute duty shall be given preference when such vacancies occur, provided that the provisions of Article X shall not apply herein.
2. If any provision of this Contract, or any application of this Contract to any member of the nursing staff covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions of this Contract shall continue in full force and effect.
3. This Agreement constitutes Committee policy for the commitments contained herein and gives them full force and effect as Committee policy. The Committee will take whatever action as may be necessary in order to give full force and effect to the provisions of this Agreement.
4. During the life of this Contract the parties hereto may, by mutual consent, amend this Agreement.
5. Whenever a core evaluation meeting is held involving a child with a medical diagnosis, the building nurse will be notified in advance.
6. The Committee shall pay the cost of the nurse's membership in the MSNO (not to exceed \$100 per year).
7. No person shall be eligible for employment as a school nurse by the school district unless he/she possesses a bachelor's degree in nursing and a minimum of two full years of employment as a Registered Nurse in a child health, community health, or other relevant clinical nursing setting. The employee shall have 12 months from the date of hire to complete the requirements for License as a School Nurse in accordance with 603CMR 7.11(2).
8. Stipend for scrubs – up to \$200 per nurse over the length of the three year contract to purchase scrubs. Nurses will be reimbursed upon submission of receipt of payment.
9. An Ad hoc Committee of nurses and administration will be formed in the 2022-2023 school year to review and revise job descriptions.

ARTICLE XVI FAIR SHARE FEE

Commencing on the first day of school, 2001-2002 school year, all members of the bargaining unit who are not members of the Association shall be required to pay the fair share fee. The Ludlow Education Association recognizes the sole and exclusive remedy for non-payment of the fee shall be for the Association to proceed to court for collection of the fee from a non-paying employee member of the unit. The School Committee is not, and should not be, responsible for the implementation, collection or enforcement of the fair share fee, except that it will supply any required documentation to establish that a person is a member of the bargaining unit subject to the fee.

ARTICLE XVII NURSE PROTECTION

1. Nurses shall be required to report any case of assault on nurses in connection with their employment to the principal

- and Superintendent of schools. The Superintendent of Schools shall acknowledge receipt of such report and shall report information to the School Committee.
2. The alleged assault will be promptly investigated by the nurse's principal and the Superintendent of Schools. The report of this investigation shall be forwarded to the School Committee which shall determine, subject to the requirements of paragraphs 3 and 4 below, what action shall be taken by the School Committee.
 3. If the assault is by an adult who is not a pupil, the School Committee will at the written request of the principal or nurse involved report the incident to the proper law enforcement authorities.
 4. In either cases (pupil or non-pupil adult), the Committee will, through the Superintendent, comply with any reasonable written request from the nurse for information in its possession relating to the incident or person involved.
 5. If a nurse is verbally or physically assaulted or a battery is committed on such nurse during the workday and such nurse feels that he/she cannot perform his/her professional duties, such nurse will have the ability to remove himself/herself from work on the day of the event for all or a portion of the remainder of that day without loss of pay or use of sick leave.

ARTICLE XVIII SICK LEAVE BANK

A Sick Leave Bank for the purpose of providing additional coverage after exhaustion of individual annual and/or accumulated sick leave only in the event of serious illness as evidenced by medical certification, is hereby established exclusively for the use of the members of both teacher/nurse bargaining units. Participation by members of Units A and C shall be mandatory, and each teacher/nurse shall be assessed one (1) day of their annual and/or accumulated sick leave as of the date they enter the Units. Said days are to be "deposited" in the Bank.

Unused days in the Bank shall carry over from year to year. Should the number of days in the Bank reach the level one hundred (100) days or less, then each teacher/nurse in the bargaining unit shall be assessed one (1) day of his/her annual and/or accumulated sick leave as of the first day of the next calendar month. Said days are to be "deposited" in the Bank. In the event a teacher/nurse has no annual and/or accumulated sick leave at the time of said assessment, the teacher/nurse shall be assessed the amount of days owing to the Bank the following September 1st.

Subject to the provisions of this article, each teacher/nurse may, following a maximum of ten (10) school days' waiting period, be granted by the Sick Leave Bank Committee a maximum of thirty (30) school days per year from the Bank. If days are granted, they shall cover retroactively the waiting period.

The Sick Leave Bank shall be administered by the Sick Leave Bank Committee made up of three (3) appointees of the Association and two (2) appointees of the Committee. The Sick Leave Bank Committee shall have the power to establish procedural and functional guidelines for the operation of the Sick Leave Bank consistent with this article. All decisions by the Sick Leave Bank Committee shall be by three (3) affirmative votes, and all decisions by the Sick Leave Bank Committee shall be final and binding and not subject to grievance and/or arbitration.

ARTICLE XIX EVALUATION

- All educator Evaluation timelines and deadline dates are the same as Unit A-Teachers
- Nurse Observation Form-to be used for Announced and Unannounced Observations (of the Educator Evaluation System) for Unit C Staff.
- Each Nurse will administer student surveys on a yearly basis. Nurses will include the results of those student surveys as a piece of evidence for their formative and summative evaluations. Student survey data will not impact the overall nurse rating. It will merely be used to inform professional practice and stimulate dialog with their evaluator.
- The deadline for the evaluator to complete the Summative Evaluation Report is May 22nd, commencing in the FY'16 school year.

DURATION

This Contract will be retroactive and continue in full force and effect from September 1, 2022 to and including August 31, 2025. By mutual agreement of both parties, this contract supersedes all previous contracts.

Should no agreement be reached by August 31, 2025, this agreement will, nevertheless, remain in full force and effect until a successor agreement is reached.

Definition of Salary Schedule:

1. Bachelor's Column: This column pertains to those persons employed in the system with a Bachelor's Degree from a duly accredited college.
2. Bachelor's + 15: This column pertains to a person with a Bachelor's Degree who has received fifteen (15) credit hours of additional work beyond the Bachelor's Degree; all of those credits to have been obtained after the awarding of the degree.
3. Master's Degree/Bachelor's + 30: This column pertains to a person who has received a Master's Degree from a duly accredited college or university or to a person with a Bachelor's Degree who has received thirty (30) credit hours or additional graduate work beyond the Bachelor's Degree; all those credits to have been obtained after the awarding of the degree.
4. Masters Degree +15: This column pertains to a person who has earned fifteen (15) credit hours of work after the completion of the Master's Degree.
5. 6th Year Level of Preparation: This column pertains to a person with a Master's Degree plus thirty (30) credit hours subsequent to the receipt of said Master's Degree.
6. C.A.G.S.: Certificate of Advanced Graduate Study/Second Master's Degree: This column pertains to a person with a Master's Degree plus a Certificate of Advanced Graduate Study at a duly accredited college or university.
7. Doctorate: This column pertains to a person with a Ph.D./Ed.D. at a duly accredited college or university.
8. Any graduate credits currently on file will be recognized and applied to horizontal movement on the new salary schedule.
9. For budgeting purposes notice of the bargaining unit member's expectation to receive a degree or additional credits affecting salary for that school year, shall be received by the Superintendent on or before January 15th of the prior school year.
10. National School Nurses Certification and/or Accredited Nursing Certificate Programs to be the equivalent of +15 credits on the salary schedule. In regard to National School Nurses Certification a nurse cannot advance to M+15 until a Master's Degree has been obtained.

UNIT C SALARY SCHEDULES

2022-2023 -- 1.0% increase

2022-2023	B	B+15	B+30/M	M+15	M+30	M+45	CAGS/MM/M+60	PHD
Step								
1	\$ 47,321	\$ 48,647	\$ 50,640	\$ 52,650	\$ 55,980	\$ 57,645	\$ 59,306	\$ 61,879
2	\$ 49,314	\$ 50,640	\$ 52,650	\$ 54,633	\$ 57,979	\$ 59,658	\$ 61,338	\$ 63,843
3	\$ 53,307	\$ 54,633	\$ 56,654	\$ 58,629	\$ 61,975	\$ 63,646	\$ 65,314	\$ 67,800
4	\$ 55,312	\$ 56,654	\$ 58,629	\$ 60,633	\$ 63,960	\$ 65,638	\$ 67,314	\$ 69,778
5	\$ 57,314	\$ 58,629	\$ 60,633	\$ 63,141	\$ 65,973	\$ 67,640	\$ 69,308	\$ 71,789
6	\$ 59,306	\$ 60,633	\$ 62,633	\$ 64,637	\$ 67,978	\$ 69,644	\$ 71,310	\$ 73,786
7	\$ 62,633	\$ 63,960	\$ 65,973	\$ 67,978	\$ 71,310	\$ 72,976	\$ 74,641	\$ 77,079
8	\$ 64,637	\$ 65,973	\$ 67,978	\$ 69,973	\$ 73,307	\$ 74,968	\$ 76,628	\$ 79,060
9	\$ 66,642	\$ 67,978	\$ 69,973	\$ 71,974	\$ 75,296	\$ 76,964	\$ 78,632	\$ 81,024
10	\$ 68,638	\$ 69,973	\$ 71,974	\$ 73,968	\$ 77,299	\$ 78,961	\$ 80,624	\$ 83,011
11	\$ 70,288	\$ 71,623	\$ 74,173	\$ 76,295	\$ 79,772	\$ 81,502	\$ 83,232	\$ 85,788
12	\$ 72,397	\$ 73,772	\$ 76,398	\$ 78,583	\$ 82,166	\$ 83,947	\$ 85,729	\$ 88,362

2023-2024 -- 2.5% increase

2023-2024	B	B+15	B+30/M	M+15	M+30	M+45	CAGS/MM/M+60	PHD
Step								
1	\$ 48,504	\$ 49,863	\$ 51,906	\$ 53,966	\$ 57,380	\$ 59,086	\$ 60,788	\$ 63,426
2	\$ 50,547	\$ 51,906	\$ 53,966	\$ 55,999	\$ 59,429	\$ 61,149	\$ 62,871	\$ 65,439
3	\$ 54,640	\$ 55,999	\$ 58,070	\$ 60,095	\$ 63,525	\$ 65,237	\$ 66,947	\$ 69,495
4	\$ 56,694	\$ 58,070	\$ 60,095	\$ 62,148	\$ 65,560	\$ 67,279	\$ 68,997	\$ 71,522
5	\$ 58,747	\$ 60,095	\$ 62,148	\$ 64,719	\$ 67,622	\$ 69,331	\$ 71,041	\$ 73,584
6	\$ 60,788	\$ 62,149	\$ 64,198	\$ 66,253	\$ 69,678	\$ 71,385	\$ 73,093	\$ 75,630
7	\$ 64,198	\$ 65,560	\$ 67,622	\$ 69,678	\$ 73,093	\$ 74,800	\$ 76,508	\$ 79,006
8	\$ 66,253	\$ 67,622	\$ 69,678	\$ 71,722	\$ 75,140	\$ 76,842	\$ 78,544	\$ 81,036
9	\$ 68,308	\$ 69,678	\$ 71,722	\$ 73,773	\$ 77,179	\$ 78,889	\$ 80,598	\$ 83,050
10	\$ 70,354	\$ 71,722	\$ 73,773	\$ 75,817	\$ 79,231	\$ 80,935	\$ 82,640	\$ 85,087
11	\$ 72,045	\$ 73,414	\$ 76,027	\$ 78,202	\$ 81,767	\$ 83,540	\$ 85,313	\$ 87,933
12	\$ 74,206	\$ 75,616	\$ 78,308	\$ 80,548	\$ 84,220	\$ 86,046	\$ 87,872	\$ 90,571

2024-2025 -- 3.0% increase

2024-2025	B	B+15	B+30/M	M+15	M+30	M+45	CAGS/MM/M+60	PHD
Step								
1	\$ 49,959	\$ 51,359	\$ 53,463	\$ 55,585	\$ 59,101	\$ 60,858	\$ 62,612	\$ 65,329
2	\$ 52,063	\$ 53,463	\$ 55,585	\$ 57,678	\$ 61,212	\$ 62,984	\$ 64,757	\$ 67,402
3	\$ 56,279	\$ 57,679	\$ 59,812	\$ 61,897	\$ 65,431	\$ 67,194	\$ 68,955	\$ 71,580
4	\$ 58,395	\$ 59,812	\$ 61,897	\$ 64,013	\$ 67,526	\$ 69,298	\$ 71,067	\$ 73,668
5	\$ 60,509	\$ 61,897	\$ 64,013	\$ 66,661	\$ 69,651	\$ 71,411	\$ 73,172	\$ 75,791
6	\$ 62,612	\$ 64,013	\$ 66,124	\$ 68,240	\$ 71,768	\$ 73,527	\$ 75,285	\$ 77,899
7	\$ 66,124	\$ 67,526	\$ 69,651	\$ 71,768	\$ 75,285	\$ 77,044	\$ 78,803	\$ 81,377
8	\$ 68,240	\$ 69,651	\$ 71,768	\$ 73,874	\$ 77,394	\$ 79,148	\$ 80,900	\$ 83,467
9	\$ 70,357	\$ 71,768	\$ 73,874	\$ 75,986	\$ 79,494	\$ 81,255	\$ 83,016	\$ 85,541
10	\$ 72,465	\$ 73,874	\$ 75,986	\$ 78,092	\$ 81,608	\$ 83,364	\$ 85,119	\$ 87,639
11	\$ 74,206	\$ 75,616	\$ 78,308	\$ 80,548	\$ 84,220	\$ 86,046	\$ 87,872	\$ 90,571
12	\$ 76,433	\$ 77,885	\$ 80,657	\$ 82,964	\$ 86,746	\$ 88,627	\$ 90,509	\$ 93,288

WITNESS WHEREOF the parties to this Contract have caused these presents to be executed by their agents hereunto duly authorized, and their seals to be affixed hereto, as of the date first above written.

Ludlow Education Association

Nancy Raymond
President/Co-President

Jodi Yasky
President/Co-President

B. Hubbell
Negotiations Chairperson

Ludlow School Committee

[Signature]
Chairperson

[Signature]
Vice-Chairperson

[Signature]
Secretary

[Signature]
Member

[Signature]
Member

[Signature]
Superintendent

Date Signed: August 19, 2022