

AGREEMENT

between the

LUDLOW EDUCATION ASSOCIATION

UNIT D

(Secretaries)

AND THE

LUDLOW SCHOOL COMMITTEE

July 1, 2022

through

June 30, 2025

SECRETARIES CONTRACT

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CONTRACT

Ludlow School Committee and Unit D (Secretaries) of the Ludlow Education Association. Pursuant to the provisions of Section 1781 of Chapter 149 of the General Laws of Massachusetts. This Contract is made by the School Committee of the Town of Ludlow, Massachusetts and Unit D (Secretaries) of the Ludlow Education Association.

ARTICLE I

Preamble

1. Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Ludlow and that good morale within the Secretarial Staff is essential to achievement of that purpose, we, the undersigned parties to this contract, declare that:

- a. Under the law 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;
- b. The Superintendent of Schools of the Town of Ludlow (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established and under direction of the School Committee;
- c. The Secretarial Staff of the Public Schools of Ludlow, Massachusetts, has the responsibility for providing in the schools, work and service of the highest possible quality.
- d. Fulfillment of these respective responsibilities can be facilitated and supported by consultation between the Superintendent of Schools, Principals and Supervisors in the formulation and application of policies relating to wages, hours, and other conditions of employment for the Secretarial Staff;
- e. Subject to the provisions of this contract, the School Committee and the Superintendent of Schools reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the Ludlow Public Schools and its secretarial staff under governing law, ordinances, rules and regulations - Municipal, State and Federal. In all matters under this Agreement calling for the exercise of judgment or discretion on the part of the School Committee, the decision of the School 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.
- f. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE II

Recognition

The Committee recognizes and certifies the Ludlow Education Association as the exclusive bargaining representative for all employees in the unit consisting of all employees of the Association engaged in secretarial work in the public school system of the Town of Ludlow provided that the Superintendent's Executive Secretary position and the Personnel Secretary position shall be excluded from this contract.

ARTICLE III

Fair Share Fee

Effective July 1, 2002, 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.

The Association agrees that it will indemnify and hold the School Committee harmless for any action taken against an employee as a result of this agency service fee agreement including, but not limited to, any legal expenses incurred.

In the event of conscientious objection to payment of the fair share fee, a member of the bargaining unit may pay the amount of the fee to a scholarship fund to be set up by the Ludlow Education Association for recent student graduates from Ludlow High School.

ARTICLE IV

Negotiation Procedure

- A.** Not later than October 1 of the calendar year prior to the calendar year in which this contract expires, the Committee or the Association upon written notice by either to the other, and received prior to October 1 of the said calendar year prior to the calendar year in which this contract expires, agree to enter into negotiations over new salary provisions. This reopening of negotiations on salary shall be by mutual agreement of the School Committee and the Association, and shall be in accordance with the conditions as set forth in ARTICLE X, DURATION. Those articles of the contract in effect to be negotiated, and only those articles so specified, shall be the subject for negotiations.
- B.** Any new contract so negotiated will apply to all secretaries and will be in writing and signed by the Committee and the Association.
- C.** If, after said negotiations, the Committee and the Association have failed to reach agreement by the March 1 following the start of negotiations, either party, or the parties, jointly, may petition the State Board of Conciliation and Arbitration to initiate fact finding, Section 1780 of Chapter 149 of the General Laws of Massachusetts.
- D.** By mutual agreement, the parties of this contract may during the period of its existence, negotiate changes. However, neither party is under any obligation to do so, and the refusal of either party to do so shall not become the subject for unfair labor practices, or failure to bargain in good faith, arbitration or fact finding. However, if by mutual agreement, changes are negotiated, said changes shall be written, signed and made an integral part of this contract and subject to all conditions and terms of this contract.
- E.** Except as this contract shall hereinafter otherwise provide, all conditions of employment applicable on the effective date of this contract to secretaries covered by this contract, as established by any Committee Rules and Regulations in force on said date, shall continue to be applicable during the terms of this contract. Nothing in this contract which changes pre-existing Committee Rules and Regulations shall operate retroactively unless so stated.

ARTICLE V

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 the 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 term of this Contract.

Action of grievance may be initiated by either of the two parties. However, there shall be no solicitation of grievances during working time. If, in the judgment of the Association, a grievance affects a group or class of Secretaries, the Association may submit such grievance in writing over the signature of the President of the Association to the Superintendent directly and the processing of such grievance will be commenced at Level II. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so. No employee will be disciplined, reprimanded, reduced in rank or compensation, suspended or dismissed without just cause.

- 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 ten (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 VI
Working Conditions

A. Vacancies:

1. Whenever any vacancy occurs in a position covered by this Agreement, it will be publicized by means of a notice placed on the school bulletin board in every school for at least five (5) working days before advertising the position to the general public. Said notice will include a brief job description, job classification, and rate of pay.
2. During vacation periods, vacancies will be posted on a bulletin board at the central office and a notice sent to the President of the Association, Unit D.
3. In filling vacancies, consideration will be given to the following:
 - a. Experience
 - b. Demonstrated skills
 - c. Qualifications
4. All appointments shall be subject to a probationary period of six months duration.
5. Every effort will be made to post the positions of Secretary Coordinator, Summer School Secretary, and Student Activity Fiscal Officer annually by June 1.
6. New hires for position of "Secretary" or "Lead Secretary" – consideration will only be given for school based experience for placement of appropriate salary step.

B. Lay-off and Recall:

1. In the event of the necessity for layoffs within this bargaining unit, individuals with the least seniority in their classification, i.e., secretary, administrative secretary, lead/head secretary, financial secretary within the system will be laid off first. The individual laid off shall have the right to displace the least senior employee within another classification in the bargaining unit for which said individual is qualified, provided the individual is more senior than the employee to be displaced.
2. Individuals laid off will have, from the effective date of layoff, a two-year right of recall for any openings for which they are qualified within the system. During the recall period, secretaries shall be notified by mail to their last address of record, and given preference for positions for which they are qualified as they develop in the inverse order of the respective layoff and all benefits to which the secretary was entitled at the time of layoff shall be restored upon re-employment within the recall period. During the recall period, secretaries who have been laid off shall be given consideration for substitute work for which they are qualified at substitute pay, if they so desire. A list specifying the seniority of each member of the unit shall be prepared by the Committee and forwarded to the President of the Association by September 30 of each year.
3. The Financial Secretary Column is protected from Article VI, Section B (Lay-off and Recall). This column is now exempt from displacement.

C. Promotion:

Promotion shall be based on required qualifications, length of service, and satisfactory past performance as well as an interview with the prospective supervisor.

D. Transfer:

All vacancies shall be posted. Present staff members may apply for transfers at the time of announcement of vacancies or by indicating their request by letter at any time. Transfers will be made subject to School Committee approval.

E. On Duty Requirements:

1. A working day shall be defined as seven (7) hours and a working week defined as thirty-five (35) hours. In the event a secretary is directed by his/her superior and/or principal to work beyond the regularly scheduled thirty-five (35) hour workweek, he/she shall be remunerated at the Overtime rate

of one and one half times her regular salary rate beyond thirty-five (35) hours during the same week. Overtime may also be activated due to an emergency situation that requires the Lead/Financial/Administrative secretary to stay. In the absence of a superior, in emergency situations, all Lead/Financial/Administrative secretaries will make an attempt to contact his/her supervisor to notify the Supervisor of the situation that is requiring the secretary to stay OR have access to the Superintendent's cell phone number in the event that the direct supervisor cannot be reached.

There are certain times of the school yet that Unit D staff may be required to work a longer day due to non-emergency special projects or circumstances (school year startup/end of year, audits, busing issues, open house nights, etc.) These circumstances may also activate Overtime.

In any of these circumstances, the Lead/Financial/Administrative Secretary may be compensated by equal time off if it is agreeable to both parties.

\$100 stipend for cell phone allowance for Administrative & Lead secretaries if supervisor is calling them on their private phone.

2. When school is called off due to inclement weather, school year secretaries will not report to work. These snow days are not counted in their 200 day work year and must be made up. At the request of the immediate supervisor, when workload warrants, they may be on duty during a regularly scheduled school vacation.
3. On a two hour delay you should plan to come to work 2 hours later than you would normally arrive. We need that time to ensure that the lots are plowed and that the sidewalks have been shoveled.
4. On a snow day you should plan to come in when it is safe to do so (rule of thumb being a ½ day).
5. If you stay home you need to put in for a 1/2 day taken from vacation day, personal day or emergency day.
6. In the event the superintendent calls a district closing day (all offices and buildings closed), no one should come in and it doesn't cost you a benefit day. The superintendent will typically make that decision by 8:15 am on the day of the storm after the superintendent had a chance to determine just how bad it is. The superintendent will notify all full year staff of that decision via email.
7. The School-year Secretary for Freshmen/Sophomore House at Ludlow High School will work a one hundred eight-five (185) day work year.
8. The School Committee agrees to create the position of Student Activity Fiscal Secretary for Paul R. Baird Middle School. Both stipends will be paid from their respective Student Activity Fund Accounts.

F. Job Training

1. The School Department recognizes the need for trained employees. The department will decide on a case by case basis what training and to what extent it will be provided at school department expense. Where/when appropriate Unit D employees shall be allowed to attend any/all system wide workshops, training and the like.

G. Vacations

Every calendar year secretary occupying a full-time position shall be granted an annual paid vacation as follows:

1. Six months but less than one year continuous service allowed one (1) week vacation.
2. One year but less than five continuous service years, allowed two (2) weeks vacation.
3. Five years continuous service up to ten (10) years, allowed three (3) weeks vacation.
4. Ten years continuous service shall warrant four (4) weeks vacation.
5. Fifteen (15) years of continuous service shall warrant five (5) weeks vacation.
6. For the purpose of determining eligibility, a year is defined as starting July 1. Those hired after

July 1, and who work six continuous months, are eligible for one week of paid vacation, but said vacation must be taken prior to June 30 following such six month period.

7. Such vacations shall be granted by the immediate supervisor in his/her opinion at such time as in his opinion will cause the least interference with the performance of the regular work of the schools. Calendar year secretaries will be allowed to carry over from the preceding year five (5) vacation days to be used through July 31st of the following year. However, secretaries may elect to be paid at their per diem rate for a maximum of five (5) unused vacation days. Notice of the secretaries' intent to have the district buy back such vacation time must be submitted, in writing, to the Central Office no later than April 15 of that fiscal year.
8. Temporary secretaries shall not be eligible for vacation pay or other stated benefits. Every school year secretary occupying a full-time position shall be granted an annual paid vacation as follows:
 1. Six months but less than one year continuous service allowed one (1) week vacation to be paid during Christmas vacation week.
 2. One year but less than five (5) continuous service years allowed two (2) weeks vacation to be paid during Christmas vacation and February vacation weeks.
 3. Five years continuous service allowed three (3) weeks vacation to be paid during Christmas vacation, February vacation and Spring vacation weeks.
 4. Ten (10) years continuous service allowed four (4) weeks vacation; the fourth week to be taken only in the form of pay, said payment to be included with the final check for the school year.
 5. An employee will be granted a day off with pay when a paid holiday occurs during the employee's regularly scheduled vacation.

COMPENSATION UPON SEPARATION FROM SERVICE. A regular full-time and a regular part-time employee who leaves the service of the Town and who has vacation credits due him/her shall, upon his/her separation from Town service, be compensated for such vacation time as he/she had accrued provided that, notwithstanding any existing contract as of July 1, 2012, vacation time considered accrued in the year of the separation shall be proportional to the amount of time the employee worked in that year. The vacation time accrued in the year of separation shall be calculated by multiplying the total number of weeks the separating employee worked in that year by .0193, then multiplying the product by the total number of vacation days the employee would otherwise be eligible for in that year. Any vacation time used during the year of separation shall then be subtracted from the product to determine the accrued vacation time for the year of separation. Whenever employment is terminated by death, the beneficiary of the deceased shall be paid an amount equal to the vacation allowance accrued during the year in which the employee died but which had not been used up to the time of his/her death.

No Appointing Authority shall enter into any contract or agreement that provides for the compensation of vacation time unless such contract or agreement is in accordance with the preceding paragraph.

H. Holiday Pay:

1. Calendar year secretaries shall be granted the following named paid holidays.
2. School year secretaries shall be granted the following named paid holidays if such holiday is observed during an employee's regularly scheduled work day.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	1/2 Day before Thanksgiving Day
Good Friday	(When school is closed)
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Day before Christmas

Christmas Day
Veterans' Day

(when Christmas falls on Tuesday through Saturday)
Juneteenth

3. Half-day holidays authorized by executive order shall be observed without loss of pay. However, only those persons at work and working shall be eligible for the full day's pay.

I. Working Out of Lane:

After the first three (3) days of working out of lane after compensation will be paid, retroactive to the first day, at the higher rate for any day thereafter during that fiscal year to a permanent employee who substitutes for another employee in a position with a higher classification.

J. Rest Period:

Secretaries will receive a rest period in the morning and afternoon; away from the desk, whenever possible.

K. Job Openings:

In the event of any job openings, preference in job placement will be given to qualified individuals within the system based on seniority, provided that the School Committee has the option to seek more qualified individuals outside the system.

L. Job Classifications

Refer to job descriptions in the Personnel Office which were prepared by the AdHoc Committee in the 2004-2005 school year and approved by the School Committee. AD HOC Committee will be formed by the Secretaries to review and revise job descriptions. The Secretaries will submit a proposal to the Superintendent. Curriculum Secretary is now a recognized position in the Unit D contract.

M. Substitutes

If a regular school year secretary comes in to substitute she/he shall receive their regular daily wage.

N. Evaluation

A yearly evaluation of all secretaries should be completed by May 15th on the approved form created by the Association and the Ludlow School Committee.

**ARTICLE VII
Leaves of Absence**

A. Leaves of absence shall be granted secretaries in the Ludlow Public School System under conditions hereinafter set forth in this Article. Leaves of absence not specifically covered by this Article shall be subject to discretionary approval by the Committee.

B. Leaves of Absence with Pay:

1. Medical Leave: Secretaries in the Ludlow Public Schools shall be granted medical leave under conditions hereinafter specified.

a. Leaves shall be granted for illness or disability from whatever cause. A secretary 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 secretary's personal care.

b. Eligibility for medical leave shall be accrued at the rate of eighteen (18) days per year for calendar year secretaries and sixteen (16) days per year for school year secretaries, cumulative to two-hundred and forty (240) days. Upon accrual of 240 sick days, secretaries shall contribute the current year's earned sick days to the Sick Leave Bank. Such accrual shall be effective as of the secretary's initial date of service. For purposes of determining eligibility, a year is defined as starting July 1. A calendar year secretary performing the first day of service between July 1 and December 31, shall be eligible for seventeen (17) days medical leave as of the first day of service. If the first day of service falls between January 1, and June 30, a secretary shall be eligible for eight and one-half days leave as of the first day of service. The same method of determining eligibility is used in the case of school year secretaries, using the ratio of fifteen (15) and seven and one-half days (7 ½).

- c. Certification of the illness or disability by attending medical persons, or medical persons designated by the Committee, may be required at the discretion of the Committee.
- d. While on medical leave, accrual toward further medical eligibility shall not be interrupted.
- e. Medical leave shall be expended at the rate of: One day for each full day of absence. Not less than one half day for any part of a day of absence.
- f. 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 as of the ratification of this Agreement exclusively for the use of this bargaining unit. Participation by members of Unit D shall be mandatory, and each employee shall be assessed two (2) days of her/his annual and/or accumulated sick leave as of the day they entered the unit. New members of the bargaining unit shall be assessed two (2) days of their annual and/or accumulated sick leave as of the day they enter the unit. Said days are to be "deposited" in the Sick Bank. Unused days in the Sick Bank shall carry over from year to year. Should the number of days in the Sick Bank reach the level of Twenty (20) days or less, then each employee in the unit shall be assessed one (1) day of her/his annual and/or accumulated sick leave as of the first day of the next calendar month. Said days are to be "deposited" in the Sick Bank. In the event the employee has no annual and/or accumulated sick leave at the time of said assessment, the employee shall be assessed the amount of days owing to the Sick Bank the following July 1st.

Subject to the provisions of this article, each employee, following a maximum of fifteen (15) working days' waiting period, may be granted by the Sick Leave Bank Committee a maximum of twenty (20) working 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, which will be 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 be subject to grievance and/or arbitration.

- 2. **Emergency/Legal Leave:** Secretaries shall be eligible for two (2) days of emergency, legal or business leave per year and shall be entitled to three (3) personal days per year for which no reason need be provided. Such leave shall not be cumulative and may be taken in units of not less than one half (1/2) day. These personal days shall not be taken before or after a vacation period, holiday, or within the last two weeks of a school year, without the approval of the Superintendent.
- 3. **Death in the Family:** In the case of death in the immediate family (parent, sibling, child, spouse, grandchildren, domestic partner, parent-in-law, or other relatives with whom the secretary may then be living or for whom the secretary is legally or medically responsible), a secretary shall be allowed not more than five (5) days with full pay, and for relatives (grandparents, siblings of parents, first cousins, children of siblings), the secretary shall be allowed two (2) 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 the death of a spouse, domestic partner, or child, a secretary 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 secretary may then be entitled. Such 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.

a. In the case of death of other relatives, secretaries shall be granted leave for the day of the funeral only.

4. **Conferences, Seminars:** A secretary may, upon written request to the Superintendent, 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 secretaries granted such leave at any one time shall be at the discretion of the Superintendent.
5. **Jury Duty:** A secretary 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 Committee the compensation received, exclusive of travel and meals, for said Jury Duty.
6. **Excused Leave:** Whenever a secretary is sent home by the Superintendent of Schools, these employees of Unit D will be paid for the lost time of that day. If there is a delay in the start of a normal school day, all secretaries will be allowed to delay their arrival at work by the length of that delay without loss of pay.
7. Secretaries who are present at work for one hundred (100) consecutive work days will be granted a one hundredth day. Only sick days will be counted against the 100th consecutive day. For school year secretaries, the consecutive days may overlap two school years. The hundredth day must be taken in the school year in which it is earned and may not be accumulated, except that if a secretary earns her/his hundredth day for one hundred days of perfect attendance during the last week of work during a school year, her/his personal day will be carried over to the following year. For calendar year secretaries, the hundredth day must be taken in the year in which it is earned and may not be accumulated. Written notification to the Superintendent is required two weeks in advance of the hundredth date desired.
8. Time necessary for Association representatives to attend Massachusetts Teachers Association conferences and 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.
9. A secretary 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/she or any member of his/her 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.)

C. Leaves of Absence Without Pay:

1. **Childrearing and Family Leaves of Absence Without Pay:**

- a. 1. A secretary will be granted leave for the purpose of rearing said secretary'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 tenure and eligibility for medical leave. The said childrearing leave shall be for a period of 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. Secretaries 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 the 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.

5. In the event a secretary 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 secretary 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.

b. 1. Family leave of up to thirty (30) calendar days will be granted to any secretary upon presentation of a physician's certificate to the Superintendent of Schools proving 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 toward tenure and 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. The Committee shall not be required to restore an employee on 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 leave; provided, however, that such employee on leave shall retain any preferential consideration for another position to which the employee may be entitled as of the date of leave. Such 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 at the date of leave, and any other advantages or rights of employment incident to the employee's employment position; provided, however, that such 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 family leave unless the Committee so provides for all employees on leave of absence.

c. Non-compliance with the provisions of this Article may cause the expiration of leave and the termination of the individual as an employee.

2. **Special Leave:** Secretaries may, subject to Committee approval, be granted special leaves of absence for reasons of personal convenience or accommodation under conditions hereinafter specified:

a. Such request for leave will be in writing, through channels to the Committee.

b. In making such a request, at least 15 days must be allowed before such anticipated leave.

c. In considering such request, the Committee will place emphasis on any benefit which will accrue

to the Ludlow Schools if such leave is granted.

ARTICLE VIII

Severance Pay

- A.** A secretary, 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.
- B.** Such compensation shall be paid to the member of this bargaining unit at a per diem rate of Thirty dollars (\$30.00) per day up to a maximum of two-hundred forty (240) days.

ARTICLE IX

Salaries

- A.** Salaries of all secretaries covered by this contract are as set forth in Appendix A, which is attached hereto. An employee with an Associate's degree shall receive an additional \$500.00 per year and an employee with a Bachelor's degree shall receive \$1,000.00 per year in additional salary.

ARTICLE X

Insurance

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 secretary electing to sign up for the health insurance;

2019-2020 = 81%

2020-2021 = 81%

2021-2022 = 78%

Duration

This contract will continue in full force an effect from June 30, 2022, to and including July 1, 2025. By mutual agreement of both parties, this Contract superseded all previous Contracts.

In witness whereof the Parties of this contract have caused these presents to be executed by their agents hereunto duly authorized, and their seals affixed hereto, as of this 14th day of June, 2022.

Ludlow Education Association

Ludlow School Committee

Nancy Raymond
President/Co-President

Jan Byrne
Chairperson

Jodi Yarkes
President/Co-President

JMA
Vice-Chairperson

B. Mahells
Negotiations Chairperson

Shakira
Secretary

Deborah Sue Patti
Representative, Unit D

Ronald Shens
Member

Sandra Wainwright
Representative, Unit D

Jelly A. Stitt
Member

Rebecca Math
Representative, Unit D

[Signature]
Superintendent

Patricia Keen
Representative, Unit D

Representative, Unit D

Date Signed: August 19, 2022

	STEP:	FY23 1.00%	FY24 2.00%	FY25 3.00%
SECRETARY	1.00	35,563	36,274	37,363
	2.00	37,498	38,248	39,396
	3.00	39,432	40,221	41,427
	4.00	41,366	42,194	43,459
	5.00	43,300	44,166	45,491
	6.00	45,086	45,988	47,368
	7.00	47,020	47,961	49,400
	8.00	48,955	49,935	51,433
	9.00	50,889	51,907	53,464
	10.00	52,416	53,464	55,068
	10 YR	1,500	1,500	1,500
	15 YR	2,500	2,500	2,500
	20 YR	3,500	3,500	3,500
	25 YR	4,000	4,000	4,000
LEAD/HEAD SECRETARY	1.00	37,110	37,852	38,988
	2.00	39,044	39,825	41,020
	3.00	40,979	41,799	43,053
	4.00	42,913	43,772	45,085
	5.00	44,847	45,744	47,117
	6.00	46,634	47,566	48,993
	7.00	48,568	49,539	51,025
	8.00	50,503	51,513	53,058
	9.00	52,437	53,485	55,090
	10.00	54,010	55,090	56,743
	10 YR	1,500	1,500	1,500
	15 YR	2,500	2,500	2,500
	20 YR	3,500	3,500	3,500
	25 YR	4,000	4,000	4,000
ADMIN SECRETARY	1.00	40,206	41,010	42,240
	2.00	42,140	42,983	44,272
	3.00	44,074	44,955	46,304
	4.00	46,009	46,929	48,337
	5.00	47,943	48,902	50,369
	6.00	49,729	50,724	52,245
	7.00	51,663	52,696	54,277
	8.00	53,597	54,669	56,309
	9.00	55,531	56,642	58,341
	10.00	57,197	58,341	60,091
	10 YR	1,500	1,500	1,500
	15 YR	2,500	2,500	2,500
	20 YR	3,500	3,500	3,500
	25 YR	4,000	4,000	4,000

		FY23	FY24	FY25
FINANCIAL SECRETARY	1.00	40,206	41,010	42,240
	2.00	42,140	42,983	44,272
	3.00	44,074	44,955	46,304
	4.00	46,009	46,929	48,337
	5.00	47,943	48,902	50,369
	6.00	49,729	50,724	52,245
	7.00	51,663	52,696	54,277
	8.00	53,597	54,669	56,309
	9.00	55,531	56,642	58,341
	10.00	57,197	58,341	60,091
	10 YR	1,500	1,500	1,500
	15 YR	2,500	2,500	2,500
	20 YR	3,500	3,500	3,500
	25 YR	4,000	4,000	4,000
SUMMER SCHOOL SECRETARY	1.00	2,013	2,053	2,115
SECRETARY COORD	1.00	1,949	1,988	2,048
STUDENT ACTIV FISCAL SECRETARY MS	1.00	3,660	3,733	3,845
STUDENT ACTIV FISCAL SECRETARY HS	1.00	4,000	4,080	4,202