

AGREEMENT

between the

EAST LONGMEADOW SCHOOL COMMITTEE

and

EAST LONGMEADOW EDUCATIONAL SECRETARIES'
ASSOCIATION

July 1, 2025 to June 30, 2028

EAST LONGMEADOW PUBLIC SCHOOLS
East Longmeadow, Massachusetts

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This AGREEMENT is made and entered by and between the East Longmeadow School Committee (hereinafter, the "Committee") and the East Longmeadow Educational Secretaries' Association, (hereinafter, the "Association").

ARTICLE #1 RECOGNITION

The East Longmeadow School Committee recognizes, for the purpose of Collective Bargaining, the East Longmeadow Educational Secretaries' Association as the exclusive representative of a unit consisting of: Secretaries and any newly created office position excluding Central Office Administrative Secretaries, Head Bookkeeper, Accountant Assistant, and others excluded by law.

ARTICLE #2 SCHOOL COMMITTEE RESPONSIBILITIES

The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts, and nothing in this agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. All of the rights, powers, and authority held by the Committee are retained by the Committee, except as provided for in this Agreement or any supplement thereto, and the exercise of said rights, powers and/ or authority shall not be subject to the grievance procedure and/ or arbitration.

ARTICLE #3 GRIEVANCE PROCEDURE

The purpose of the procedure set forth hereinafter is to produce prompt, equitable solutions to those problems which from time to time may arise and affect the conditions of the employment of the secretaries covered by this Agreement.

A. Definitions

1. A "grievance" shall mean a complaint of an alleged violation, misinterpretation, or inequitable application of any of the provisions in this Agreement.

2. An "aggrieved person" is the member or members making a claim to the dispute.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise under this Agreement.

C. Rights of Secretaries to Representation

A Secretary may be represented at all stages of the formal grievance procedure by a person of the Secretary's own choosing, except that the Secretary may not be represented by a representative or an officer of any Secretarial organization other than the Association. When a Secretary is not represented by the Association, the Association shall have the right to be represented and to state its views at all stages of the formal grievance procedure.

D. **General**

1. If a grievance affects a group or class of Secretaries, this group or class of Secretaries may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two.
2. No reprisals of any kind will be taken by a party to this Agreement or by any member of the Administration against any secretary, any school representative, or other participant in the grievance procedure by reason of such participation.
3. Decisions rendered at Levels One, Two and Three of the formal grievance procedure will be in writing setting forth the decision and the reasons therefor and will be transmitted promptly to all parties and to the Committee. **All time limits indicated hereunder for employee and/or Association processing of a grievance shall be considered maximum unless extended by mutual agreement in writing.**
4. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

E. **Levels of Procedure**

LEVEL ONE:

1. A Secretary with a grievance will first discuss it with the Secretary's Principal or immediate supervisor with the object of resolving the matter informally. If an employee does not submit a grievance in writing with the Association and the written grievance is not forwarded to the Principal within fifteen (15) working days after the employee knew or should have known of the act or conditions on which the grievance is based, then the grievance will be considered as waived.
2. If the matter is not disposed of to the Secretary's satisfaction within ten (10) working days **after submission of the written grievance to the Principal**, the grievance may proceed to the next level of the grievance procedure.

LEVEL TWO:

If the aggrieved Secretary is not satisfied with the disposition of the Secretary's grievance at Level One, the Secretary may file the grievance in writing to the Secretary's Association **within the ten (10) working day period specified in Paragraph 2 of Level One. Such written statement will be reviewed with the Secretary, and the Association shall refer the grievance to the Superintendent within five (5) working days after the filing of the grievance with the Association at Level Two unless the Association and the aggrieved Secretary shall mutually agree that the matter should be dropped.**

LEVEL THREE:

If at the end of ten (10) working days following such representation to the Superintendent the grievance shall not have been disposed of to the satisfaction of the Secretary and the Association, the Secretary and the Association may formally request in writing to the Secretary of the School Committee that the matter be placed on the agenda of the next regularly scheduled School Committee meeting. Grievances shall be heard in executive session in an effort to settle the grievance. The Committee shall render its decision to the Association in writing within fifteen (15) working days after the meeting.

LEVEL FOUR:

In the event that the Committee denies the grievance, the Association may submit the grievance to an impartial arbitrator whose decision will be final and binding on the parties. In order to be timely submitted to arbitration, the Association's written demand for arbitration must be submitted to the School Committee no later than fifteen (15) working days after receipt of the Committee's decision. Should the parties be unable to agree on an arbitrator, either may request a list of arbitrators from the **Department of Labor Relations.**

The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The Arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issue(s) submitted. The Arbitrator shall be without power to modify, alter, add to or subtract from the provisions of this Agreement.

The expenses, if any, of such arbitrator shall be equally shared by the Committee and the Association.

ARTICLE #4 REDUCTION IN STAFF

If, after adopting the budget presented by the Superintendent, the School Committee determines, pursuant to its legal responsibility consistent with the General Laws of the Commonwealth, to make such decisions that a reduction in the number of personnel in this unit is necessary or that a particular type of service should be discontinued, the following policy for reduction in personnel will be used:

1. Whenever possible, reduction will be accomplished by attrition;
2. If an occupied "Secretary's" position is eliminated, the following process of displacement will be utilized. The person whose position is eliminated may displace the least senior member in the same classification if that person has the qualifications for the position and has greater seniority or may displace the least senior member within a lower classification if that person has the qualifications for the position and has greater seniority;
3. Elimination of a position occurs when a position is abolished or if it is reduced from a full-time position. A full-time position is defined as twenty (20) or more hours of designated work per week. A part-time position is defined as less than twenty (20) hours of designated work.
4. The East Longmeadow School Department will honor requests to displace another unit member as outlined above if the person seeking to displace another has the qualifications and ability to perform all the duties of the position.
5. For the purposes of this Article the following classifications are listed in descending order:

Calendar-year Secretaries
School-year Secretaries

Notwithstanding the Article on posting or any other language in this Contract, during the organization or reorganization of this unit, should a position be changed from Calendar-year to School-year or from full-time to less than full time, incumbents within the unit who are affected by reduction in force will be given preference for that position prior to posting.

6. When replacing a less senior Secretary under the foregoing language, the Secretary so affected will be placed on the salary scale in accordance with the Secretary's years of service.
7. "Seniority" will be measured as a Secretary's continuous length of service in years, months, and days in the bargaining unit. Secretaries shall be credited for seniority purposes with all time spent on paid sick leave. Secretaries shall not accrue additional seniority while on approved unpaid leave of absence which includes period layoff, maternity leave, unpaid sick leave.

8. **Except** in the case of an emergency, secretaries who are to be affected by a reduction in staff must be notified by certified mail, **email** or in hand, and a notice be sent to the Association, at least twenty one (21) calendar days prior to the actual layoff. Said notice shall include the reasons for the layoff.
9. Secretaries who have been laid off shall be entitled to recall rights as long as they have the qualifications, and ability to perform the open position, for a period of time equal to the length of continuous service on the effective date of their respective layoff, but under no circumstances more than two (2) years. Failure of an employee to return to work fourteen (14) calendar days after recall will be cause for removal of the secretary's name from the recall list, unless failure is for a reasonable cause. During the recall period, Secretaries shall be notified by certified mail to their last address of record, and given preference for positions as they develop in the inverse order of their respective layoff and all benefits to which the Secretary was entitled at the time of layoff shall be restored in full upon reemployment within the recall period.
10. A list specifying the seniority of each member of the bargaining unit shall be prepared by the Superintendent and forwarded to the President of the Association within sixty (60) days following the execution of this Agreement. An updated "Seniority List" shall be supplied by the Superintendent annually thereafter.
11. No **non-probationary** Secretary will be discharged, disciplined, reprimanded, or reduced in rank or compensation without just cause.

ARTICLE #5 CONDITIONS OF EMPLOYMENT

Section 1 - Responsibilities

All Secretaries covered by this Agreement will perform their duties and responsibilities in a manner consistent with the highest ideals of service. The Committee agrees that the policies of the East Longmeadow Schools will be enforced in a consistent and appropriate manner.

Section 2 - Rest Period and Lunch

Secretaries will have a 30-minute uninterrupted lunch period each day at a time that they schedule with their supervisor. The 15-minute rest period may be combined with the 30-minute lunch period when discussed with a supervisor.

Section 3 - Absences

It shall be the duty of the Secretary in time of sickness to notify the Building Principal, or his/her designee as soon as possible that the Secretary will be unable to attend to the Secretary's duties.

Section 4- Emergency School Closing/Delay

When schools are canceled because of snow or inclement weather or other emergency, Calendar-year secretaries have the option to work, take the day as a personal business day, or a day without pay. School-year secretaries will not report, will have no pay reduction for the snow day, and will work on the make-up day in the spring without additional compensation for the make-up day. Notwithstanding the above, the Superintendent can declare all buildings closed for this unit. When there is a state of emergency, calendar year secretaries will not report to work and will be paid for the day.

When school opening is delayed because of inclement weather, Secretaries will arrange their work schedule with their immediate supervisor.

Section 5 - Job Posting and Hiring

1. When a vacancy occurs in any position covered by this Agreement, notification of such vacancy shall be reported to the President of the Association. All postings of vacancies will begin with a two day internal on www.schoolspring.com prior to the vacancy being opened up to the general public. Any member of the Association who sends a notice to their supervisor to resign or retire will also copy the Association President.
2. Any Secretary interested in the vacancy may request consideration in accordance with the posting.
3. In filling vacancies, the following will be considered:
 - a. Experience, overall performance, and qualification for the new position.
 - b. Length of service (seniority).
 - c. When all factors which comprise experience, performance and qualifications are equal, preference will be given to current secretaries in filling vacancies.
4. If a Secretary is appointed from another bargaining unit within the East Longmeadow Schools, the following will be used to establish seniority within this unit:
 - a. Length of service based on previous employment in the East Longmeadow Schools will be determined by dividing the hours per week for each assignment by $37 \frac{1}{2}$ to determine the percentage of time worked. The number of days worked in that assignment will be multiplied by that percentage and divided by five (5) to determine the number of weeks worked.

Example: A twenty hour per week tutor who worked from January of 1991 through June of 1994 would have worked 455 days at 53.3% of full-time. This would convert to 243 days ($.533 \times 455 = 242.5$) or 49 weeks ($242.5/5 = 48.5$).
 - b. Years of service on the school-year seniority list will be determined by dividing the sum of weeks worked in all previous East Longmeadow Schools assignments as calculated in above by thirty-seven (37).
($49 / 37 = 1.3$ years on school year list).
 - c. Years of service on the calendar-year seniority list will be determined by dividing the sum of weeks worked in all previous East Longmeadow Schools assignments as calculated in above by forty-seven (47). ($49 / 47 = 1$ year on calendar year list).
5. New employees will be considered probationary employees for the first ninety (90) calendar days of employment, and shall not have the contractual benefits of the Association until the ninety-day probationary period is completed. Probationary employees may be **disciplined** or dismissed for any reason and such discipline or dismissal shall not be subject to the grievance procedure in this Agreement.

Section 6 -Wage Increases

Salaries and wage increases for secretaries are listed in Article #20 of this Agreement.

Section 7 - New Position

When a not currently described position that falls within the recognition clause of this Agreement is created by the Committee, the parties will negotiate to agreement or impose any conditions of that position that may deviate from current positions.

Section 8 - Evaluation

The parties agree to implement an evaluation process. The evaluation process shall be subject, prior to implementation, to negotiations and agreement of the parties, but shall include at the minimum the following:

1. Evaluation conducted by the Principal/ Administrator on the form attached hereto and incorporated herein;
2. If an employee receives a "poor" evaluation, a plan of improvement including identified objective goals and designed time frame will be developed by the Principal/ Administrator and presented to the employees;
3. The employee may request that the Superintendent review the plan, and the Superintendent may or may not make adjustments that are requested by the employee;
4. If the evaluation leads to any disciplinary action of a **non-probationary** employee or is the basis or a factor in any disciplinary action of a **non-probationary** employee, the **non-probationary** employee reserves any and all rights to grieve the "evaluation" or related action or actions through the grievance/arbitration procedure in the collective bargaining agreement; and
5. It is understood that such recourse to the grievance procedure will be reserved until after the designated time frame for the plan of improvement.
6. A formal evaluation employing a mutually agreed-upon evaluation instrument of all Secretaries will be conducted by May of each school year. See Appendix C.

Section 9 - In-service

Over the course of this contract, the parties agree to work together to structure appropriate professional development to assist in the improvement of work performance, including mandatory programs coinciding with scheduled Staff Development Days. All school year Secretaries attending mandatory in-service programs shall be compensated. In order to encourage professional growth, the School Committee agrees to pay \$130 per credit hour with a maximum reimbursement of three (3) credit hours each school year for job related courses at an accredited college, university or program provided said course is approved in advance by the Superintendent, Building Principal or his/her designee.

Section 10 - Jury Duty

A Secretary actually serving on Jury Duty on a work day or who actually reports to the Court for Jury service as required by said court for any portion of work day, shall receive the Secretary's regular rate of pay for each day served. If released from service before noon, the employee must report to work. A copy of form showing payment issued for jury service must be forwarded to the payroll office of the school department.

Section 11 - Paycheck Schedule

All secretaries will be paid every other week (bi-weekly). Bi-weekly gross pay will be based on the school-year secretaries' annual contract total gross divided by (22) twenty-two and on the calendar-year secretaries' annual contract total gross divided by (26) twenty six. All secretaries in the association will be enrolled in the **mandatory, paperless** Direct Deposit Program.

Section 12 - Hours of Employment

A full-time position will consist of between twenty (20) and thirty-seven and one half hours (37 ½) of work scheduled with the Building Principal or his/her designee. Hours worked beyond forty (40) in a week will be compensated at a rate of 1.5 times regular pay. Starting July 1, 2019, Health Room Secretaries will increase their hours worked each week from 30 to 35.

Section 13 - Harassment and Safety Policies

The current East Longmeadow School District policies on sexual or other forms of harassment and workplace safety are incorporated by reference into this Agreement.

Section 14 - First Aid

Members of this unit working in health rooms or with school nurses as part of their regular duties are expected to administer first aid. They are indemnified in the course of their employment consistent with Chapter 258 of Massachusetts General Laws.

Section 15 - Salary

- A. Salaries of all secretaries covered by this Agreement are set forth in Article 20 of this Agreement.
- B. All calendar year secretaries on the Secretary's Salary schedule will be paid every other week in 26 equal installments, starting on July 1, 2001; all school year secretaries on the Secretary's Salary schedule will be paid every other week in 22 equal installments, starting September, 2001.
- C. Except as set forth in specific articles of this Agreement, school-year Secretaries employed under an annual contract calling for work extending beyond the regular school year will be compensated at the rate of 185th of the annual salary, per the Secretary's salary schedule times the number of extra days worked beyond the regular school year.
- D. For school year secretaries, salary deductions resulting from absence not applicable under the Leave With Pay section of this contract will be deducted at the rate of 1 / 185th of the annual salary for each such day of absence.

Section 16 - Job Classifications

- A. Job Classifications of all secretaries covered by this Agreement are set forth in Appendix B of this Agreement.

Section 17 - Job Descriptions

- A. The Association and School Committee have designed and agreed to the job descriptions for secretarial positions covered in this contract. **The parties agree to form a job description subcommittee to develop job descriptions that are current with the daily work taking place.** Said job descriptions were submitted to the School Committee on April 24, 2001. See Appendix D.

ARTICLE #6 WORK YEAR and PAID HOLIDAYS

The following will be considered paid holidays. When these days occur during a regular week (Monday-Friday), the secretary will have the day off, with pay. When these days occur on a weekend (Saturday-Sunday), the secretary will have a floating holiday in which they will schedule with their principal and receive the day off, with pay.

A. Calendar Year Secretaries

Labor Day,
Columbus Day,
Veteran's Day,
½ Day before Thanksgiving,
Thanksgiving,
Day after Thanksgiving,
On the last school day prior to Christmas, all Calendar Year Secretaries are paid for and work a full day
½ Day December 24th
Christmas,
Day after Christmas (December 26th) if the day falls on a weekday
½ Day **New Year's Eve**,
New Year's Day,
Martin Luther King Day,
Presidents' Day,
Good Friday,
Patriot's Day,
Memorial Day,
Juneteenth
Fourth of July.

B. School Year Secretaries

All personnel will work 185 days per year. The basic work year shall be the 180 days schools are actually in session, three (3) working days before school opens, plus two (2) working days after school closes. Secretaries may be asked to work in addition to the days outlined above and will be paid a daily rate in accordance with this contract. The days will be scheduled only with the advance approval of the Superintendent.

School year secretaries will receive pay for the following days that fall within the basic 185 days:

Labor Day,
Columbus Day,
Veteran's Day,
½ Day before Thanksgiving (Counts as a full day of absence if not worked) Thanksgiving,
Day after Thanksgiving
On the last school day prior to Christmas, all School Year Secretaries are paid for and work a full day
½ Day December 24th
Christmas,
New Year's Day,
Martin Luther King Day,
Presidents' Day,
Good Friday,
Patriot's Day,
Memorial Day,
Juneteenth (Should the school year include June 19th)

If the day before Thanksgiving break is a full school day, school year secretaries will receive an additional half-day's pay.

FY26

When these days occur during a regular week (M-F) the secretary will have the day off, with pay. When these days occur on a weekend (Sat-Sun) the secretary will have a floating holiday in which they will schedule with their principal and receive the day off, with pay.

1/2 Day before Thanksgiving	Wed 11/26/25 (12 mo and 10 mo) Only 10 month are charged a full day from their accrual if they take the day off
Thanksgiving	Thur 11/27/25 (12 mo and 10 mo)
Day after Thanksgiving	Fri 11/28/25 (12 mo and 10 mo)
1/2 Day December 24th	Wed 12/24/25 (12 mo and 10 mo)
Christmas	Thur 12/25/25 (12 mo and 10 mo)
Day after Christmas (if the day falls on a weekday)	Fri 12/26/25 (12 mo only)
1/2 Day New Years Eve	Wed 12/31/25 (12 mo)
New Years Day	Thur 1/1/26 (12 mo and 10 mo)

FY27

When these days occur during a regular week (M-F) the secretary will have the day off, with pay. When these days occur on a weekend (Sat-Sun) the secretary will have a floating holiday in which they will schedule with their principal and receive the day off, with pay.

1/2 Day before Thanksgiving	Wed 11/25/26 (12 mo and 10 mo) Only 10 month are charged a full day from their accrual if they take the day off
Thanksgiving	Thur 11/26/26 (12 mo & 10 mo)
Day after Thanksgiving	Fri 11/27/26 (12 mo & 10 mo)
1/2 Day December 24th	Thur 12/24/26 (12 mo & 10 mo)
Christmas	Fri 12/25/26 (12 mo & 10 mo)
Day after Christmas (if the day falls on a weekday)	No holiday as it is not on a weekday
1/2 Day New Years Eve	Thur 12/31/26 (12 mo)
New Years Day	Fri 1/1/27 (12 mo & 10 mo)

FY28

When these days occur during a regular week (M-F) the secretary will have the day off, with pay. When these days occur on a weekend (Sat-Sun) the secretary will have a floating holiday in which they will schedule with their principal and receive the day off, with pay.

1/2 Day before Thanksgiving	Wed 11/24/27 (12 mo and 10 mo) Only 10 month are charged a full day from their accrual if they take the day
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	off
Thanksgiving	Thur 11/25/27 (12 mo & 10 mo)
Day after Thanksgiving	Fri 11/26/27 (12 mo & 10 mo)
1/2 Day December 24th	Fri 12/24/27 (12 mo & 10 mo)
	Sat 12/25/27 (floating holiday for only the 12 mo as 10 month already have this in their annualized salary)
Christmas	
Day after Christmas (if the day falls on a weekday)	No holiday as it is not on a weekday
1/2 Day New Years Eve	Fri 12/31/27 (12 mo)
	Sat 1/1/28 (floating holiday for only the 12 mo as 10 month already have this in their annualized salary)
New Years Day	

**ARTICLE #7
VACATION LEAVE**

A. Calendar-Year Secretaries

From 3 months to 6 months Prorated according to full months work

After 6 months to one year	1 week paid vacation
After One (1) year to five (5) years	2 weeks paid vacation
After five (5) years	3 weeks paid vacation
After ten (10) years	4 weeks paid vacation

B. Calendar year secretaries employed prior to July 1, 2004 shall receive five (5) weeks paid vacation after twenty (20) years of service.

In the case of school year secretaries who may become Calendar-year secretaries, after sixty (60) full months of employment said Secretaries are entitled to three weeks paid vacation. The School work year is equivalent to 8.6 months. Part-time employment will be converted based on the fraction of 37 and 1/2 hours worked.

The following Provisions Relate to vacations for Calendar-Year Secretaries:

1. Vacations will normally be taken at an agreed time between one (1) week after school closes for the summer vacation and the week before it starts.
2. Vacations may be taken at other times during the school year provided approval is received in advance from the Principal or the Superintendent.
3. **With the approval of the employee's principal**, vacation days earned by July 1 of one fiscal year must be used prior to June 30th of the same fiscal year with the exception of up to five (5) days which may be carried over to the next fiscal year. Any vacation days carried over are to be used by December 31^s in the next succeeding fiscal year.
4. In computing the eligibility for fifteen (15), twenty (20), or twenty-five (25) days vacation, a Secretary who has served a minimum of six (6) months in the fiscal year prior to July 1 will be eligible for either the full fifteen (15), twenty (20), or twenty-five (25) days.

After one (1) full year of employment, proportionate vacation time pay on termination of employment will be given. Proportionate pay will be figured on one day of vacation for each full month of employment from July 1 for those having ten (10) days of vacation, one and one half (1 & ½) days for those persons having fifteen (15) days of vacation, two (2) days per month for those having four (4) weeks of vacation, and two and one half (2 ½) days per month for those having five (5) weeks of vacation but in no case exceeding one (1) calendar year the total amount of vacation to which a Secretary is entitled.

5. Calendar-year secretaries with five (5) or more years of service have the option to request to use five (5) of their vacation days to receive one week's pay during the holiday break by using the designated days for this purpose. Requests must be submitted in writing to the Assistant Superintendent of Business by September 1st.

School-Year Secretaries

zero (0) years to one (1) year	1 additional paid day
2 years to 3 years	2 additional paid days
4 years to 6 years	3 additional paid days
7 years to 10 years	5 additional paid days
11 years to 15 years	7 additional paid days
16 years or more	10 additional paid days

Vacation days earned by July 1 of one fiscal year must be used prior to June 30th of the same fiscal year with the exception of up to five (5) days which may be carried over to the next fiscal year. Any vacation days carried over are to be used by December 31st in the next fiscal year. School-Year secretaries receiving five (5) or more vacation days have

the option to receive one week's pay during the holiday break by using designated days for this purpose. Requests must be submitted in writing to the Asst. Superintendent for Business by September 1st. All vacation requests must be approved by the building principal. All vacation days are to be taken within the contractual work days.

Accumulated Vacation: Any such vacation earned in the year of retirement, resignation, and/ or death shall be prorated and paid to the employee or his/her estate.

ARTICLE #8 LEAVE WITH PAY

Leave with pay for any one year shall be fifteen (15) days for calendar year secretaries and twelve and one-half (12 & ½) days for school year secretaries. Unused leave with pay will accumulate from year to year. Leave with pay shall be for personal illness, serious illness in the immediate family, death in the family or personal business according to the terms and conditions that follow:

A. General

- a. Immediate family is defined as mother, father, sister, brother, spouse, children, mother-in-law, father-in-law, foster parents, guardians, grandparents, grandchildren, aunts, uncles, in-laws, nieces, nephews and significant others.
- b. Absence due to death in the immediate family will not be charged to leave with pay up to a maximum of five (5) days for each such death. The Principal may authorize additional days for justifiable cause but said additional days will be charged against Leave with Pay.
- c. The Principal may grant a limited number of absences due to serious illness in the immediate family. These days will be charged to Leave with Pay.
- d. The Principal may grant two (2) days to secretaries who have served more than one (1) full year for personal reasons other than sickness or death in the immediate family. Secretaries wishing to receive salary for such personal business days should submit a written request, in advance if possible, on a form entitled "ELPS Absence Request." A Secretary may accumulate three (3) personal days under this provision. A Secretary who accumulates three (3) days would have available no more than five (5) days in any given year, chargeable to Leave with Pay.
- e. Any Secretary who terminates employment and who has used more than the Secretary's earned Leave with Pay days based on Article #8 Paragraph #1, for each full month of employment will have said overpayment deducted from the Secretary's final pay.
- f. Secretaries called for Jury Duty will be paid according to law and school policy. Absence for Jury Duty shall not be charged to Leave with Pay.
- g. Leaves under the provisions of this Agreement which are eligible to be used as FMLA leave (e.g., "Leave With Pay", Workers Compensation) shall run concurrently with FMLA leave and shall be regarded as both FMLA leave and contractual leave for FMLA eligible employees.

B. Workers' Compensation

Upon those occasions when a Secretary receives a direct salary compensation check from the Workmen's Compensation Insurance Policy as provided by the Town, for an injury arising out of and in the course of the Secretary's employment, the School Committee will add to such compensation check for a sufficient amount to equal the Secretary's regular salary. The amount of money necessary to provide a full pay will be supplied from the Leave with Pay to which the Secretary is then entitled, but the Leave with Pay will only be reduced by the amount necessary to make a full week's pay.

C. Child Related Leave

The provisions of the Family and Medical Leave Act of 1993, as amended, applying to public school districts, are incorporated by reference herein.

D. Other Leaves

Other leaves of absence without pay may be granted by the School Committee.

ARTICLE #9 RETIREMENT AND SERVICE RECOGNITION

Retirement is defined as collecting a pension from the Hampden County Retirement System.

A Secretary retiring from the East Longmeadow School System may be eligible for one of the two benefits listed below (School-year or Calendar-year). In order to qualify for the benefits stated below, the secretary intending to retire must give the School Committee at least (6) a six month notice in writing.

The (6) six-month notice may be waived under special circumstances that are presented in writing to the School Committee. The (6) six months shall be measured from June 30th of the preceding year to July 1st of the year of retirement. The School Committee reserves the right to pay the retirement recognition in the same fiscal year of the retirement or in the next fiscal year after the retirement. **In order for the employee to qualify for the benefits stated, the employee must not be absent from work more than 15 scheduled working days during the 12-month period prior to retirement. This excludes vacation time or any time taken for serious illness, which would also include time for a serious family illness.**

- a.) A Calendar-year Secretary who has served in the school system of the Town of East Longmeadow for **(10)** ten years or more shall receive a lump sum payment of **\$4,000**
- b.) A Calendar-year Secretary who has served in the school system of the Town of East Longmeadow for **(20)** twenty years or more shall receive a lump sum payment of **\$5,000**.
- c.) A School-year Secretary who has served in the school system of the Town of East Longmeadow for **(10)** ten years or more shall receive a lump sum of **\$4,000**.
- d.) A School-year Secretary who has served in the school system of the Town of East Longmeadow for **(20)** twenty years or more shall receive a lump sum of **\$5,000**.
- e.) Secretaries working in a full-time position, in order to receive Hampden County Retirement deductions, must work at least 20 ½ hours per week. This is a Hampden County Board regulation.

II. Longevity

Associate members will receive longevity pay outlined in the chart below at the end of the fifth (5th), the tenth (10th), the fifteenth (15th), the twentieth (20th), the twenty-fifth (25th) and the thirtieth (30th) school year of continuous full time employment. Any new hire who has transferred from another bargaining unit in ELPS will have their prior completed years of service counted for longevity and retirement purposes.

Completed Years of Service in ELPS

5 Years	\$1,200	20 Years	\$2,300
10 Years	\$1,500	25 Years	\$2,900
15 Years	\$1,800	30 Years	\$3,500

ARTICLE #10
INSURANCE and ANNUITY

The parties to this agreement understand that the following insurance benefits shall be consistent with the benefits offered by the Town of East Longmeadow.

A. Life Insurance

Secretaries who regularly work at least twenty (20) hours per week, are entitled to participate in the Town payroll deduction plan for buying a group life insurance policy of **\$5,000**. The Town of East Longmeadow will pay one-half of the cost of the policy.

B. Health Insurance and Dental Insurance

Employees who regularly work at least twenty (20) hours per week, are entitled to participate in the payroll deduction plan of the Town of East Longmeadow for Group Hospital, Surgical and Health Insurance. The Town of East Longmeadow will pay one half of the cost of the comprehensive Health and Accident plan or 70% of the other Health and Accident plans depending on the overall insurance plan of the Town.

Each employee covered by this Agreement shall be eligible to participate in the town's Health, Dental and Life insurance plan(s) beginning on the first day of the month after 30 days of employment.

Employees who terminate their employment with the Town will be covered under the above plans for 30 days after they are no longer employed.

Retirement - Should an employee's term of service for the Town be sufficient to vest for a retirement allowance through the Hampden County Retirement Board, and whether or not his/her employment is thereafter terminated prior to submitting a retirement application to the Retirement Board, the employee shall, once retired in accordance with requirements of said Board, be eligible to participate in the Town sponsored medical insurance plan(s) to the same extent and at the same rate of subsidy as if he/she retired as a similarly situated employee of the Town.

- C. The Committee will, upon the request of the Association, give due consideration to any plan of insurance.
- D. Fifty percent (50%) of the cost of a term life insurance plan of the type presently available to secretaries will be paid for each enrolled Secretary.
- E. Secretaries will be eligible to participate in a "tax sheltered" annuity plan established pursuant to United States Public Law No. 87-370.
- F. For the current fiscal year, fifty percent (50%) of the cost of the individual or family coverage for the indemnified health insurance plan of the type presently available to secretaries (the so called mirrored BC/BS Master Health Plus Plan) will be paid for each enrolled Secretary. In addition, the same contribution presently paid by the employer for the cost of the individual or family coverage of the current health insurance plans referred to as HMOs (Health New England and Medical West) will be paid for each enrolled Secretary.

For current fiscal year and thereafter, fifty percent (50%) of the cost of the individual or family coverage for the indemnified health insurance plan of the type presently available to secretaries (the so called mirrored BC/BS Master Health Plus Plan) will be paid for each enrolled Secretary; seventy percent (70%) of the cost of the individual or family coverage of the HMOs will be paid for each enrolled Secretary.

For the 2007-2008 year and thereafter, changes in the Town of East Longmeadow insurance benefit plan shall take precedence over benefits as described in Sections D and F, above.

ARTICLE #11 PAYROLL DEDUCTIONS

A. Credit Union

The Committee shall certify to the Town Treasurer all payroll deductions for making payments to the Town Employee's Credit Union.

B. Tax Sheltered Annuities

All arrangements for participation in Tax Sheltered Annuities through payroll deductions will be made by the employee through the Secretary's insurance company. Deductions for Tax Sheltered Annuities will be every other week in each month during the work year (26 for full time) (22 for school year).

C. Payroll

The employees' payroll will be on a bi-weekly basis.

ARTICLE #12 MILEAGE ALLOWANCE

Secretaries required to use personal vehicles for school business shall receive per mile the current rate approved for business mileage.

ARTICLE #13 EXPENSE REIMBURSEMENT

Employees will be reimbursed for the reasonable expenses (including fees, meals, lodging, and transportation) incurred by them when they attend workshops, seminars, conferences or other sessions at the request of and/ or with the advance approval of both the Principal and the Superintendent.

ARTICLE #14 DRUG FREE WORKPLACE ACT

Pursuant to the Drug-Free Workplace Act (20 U.S.C. 701, et seq.) and the regulations promulgated thereunder, the East Longmeadow School Committee hereby adopts and implements a program to prevent the use of illicit drugs by employees in the workplace.

1. The Committee hereby notifies all employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace - on school property, or as a part of school activities.
2. As a condition of employment, all employees of the East Longmeadow Public Schools shall:

- a. Notify the Committee in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after said conviction; and
 - b. Within thirty (30) calendar days of giving notice under paragraph (2), above, any employee so convicted for a violation of a criminal drug statute occurring in the workplace shall satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
3. During the course of participation in a program under Paragraph 2.(b), above, the employee shall be considered on voluntary leave of absence without pay.
 4. Any employee who is so convicted and who satisfactorily participates and completes an approved drug abuse assistance or rehabilitation program shall forthwith be restored to his/her former employment position.
 5. An employee who is so convicted and who does not satisfactorily participate and complete an approved drug abuse assistance or rehabilitation program shall be terminated from his or her employment by the Committee for failure to satisfactorily participate and complete said program.
 6. Based upon reasonable suspicion, the Committee shall notify local, state, or federal law enforcement authorities, of any unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance by any employee in the workplace.
 7. The Committee shall provide the School Business Manager with information regarding drug abuse assistance or rehabilitation programs approved by federal, state, or local health, law enforcement, or other appropriate agency.

ARTICLE #15
NON DISCRIMINATION POLICY

It is the policy of the East Longmeadow Schools to abide by the letter and spirit of the laws of the Commonwealth and of the United States that guarantee the equal and unbiased treatment of all students, parents, and employees of the East Longmeadow Public Schools. The General Laws cited in the policies generally require that no person be discriminated against in employment practices including, but not limited to, hiring, promotion, transfer, discharge, pay, fringe benefits or access to educational programs and services on the basis of race, color, sex, religion, national origin, age, handicap, or sexual orientation.

Further, it is the policy of the East Longmeadow Public Schools to not permit unlawful discrimination on the basis of sex, including, but not be limited to, sexual harassment as defined pursuant to Title VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972 and M.G.L. chapter 151B, § 1 (18). Sexual harassment is also prohibited in the workplace by M.G.L. chapter 151A, § 25. All persons have the right to be free from sexual harassment (M.G.L. chapter 214, §1); therefore, sexual harassment in any form is strictly forbidden in school, on school grounds, or at school-related activities.

ARTICLE #16
NEGOTIATION PROCEDURES

1. Before the Committee implements a major change in policy which affects wages, hours, or other conditions of employment not covered by the terms of the Agreement and which has not been proposed by the Association, the Committee will notify the

Association in writing that it is considering such a change. Notification will have been given when the School Committee sends the minutes of its meeting to the President of the Association. The Association will have the right to negotiate with the Committee within five (5) days after receipt of said notice.

2. Any agreement reached with the Committee will be signed by the Committee and the Association, and will become an Addendum of this Agreement. A copy of such Addendum will be provided for all individuals covered by this Agreement.

ARTICLE #17 VOLUNTARY FAIR SHARE FEE

In lieu of agreeing to join the Association and pay Association membership dues, any member of the bargaining unit can voluntarily agree to pay a fair share fee to the Association. The Association agrees to indemnify and hold the School Committee and the East Longmeadow Public Schools harmless from any form of liability arising out of the assessment and collection of Association membership dues or fair share fees.

ARTICLE #18 STIPENDS

The parties agree to begin using the SmartFind System in the 2025 - 2026 School Year for substitute management. The parties also agree to meet annually to review how the program is working. The parties agree that at the discretion of the principal, a secretary may be required to perform the job duties associated with Substitute Calling. This duty would include but not necessarily be limited to receiving calls from staff members who will be absent, calling substitutes for the staff members who will be absent, recording the substitutes who have accepted work and rejected work, and work with building administrators to schedule coverage where needed.

If a secretary performs the duty associated with Substitute Calling outside of the regular work hours, the stipends will be paid in the following way listed below (½ in Dec and ½ in June)

- Substitute calling for Mountain View and Mapleshade Elementary School **\$2,300**
- Substitute calling for Birchland Park Middle School, East Longmeadow High School and
- Meadow Brook Elementary School **\$2,700**

Secretaries who perform the substitute calling duties may request a laptop for use in this responsibility with approval of the Principal. **The plan is to expand the SmartFind System from PowerSchool to the remaining four schools if possible (ELHS piloted the program successfully this school year): Stipends for this responsibility are reflected in the wage chart link below.**

The parties agree to the following stipends for the Library Secretaries (½ in Dec and ½ in June).

- **Mountain View and Mapleshade Elementary Schools - \$500**
- **Meadow Brook Elementary School - \$750**

The parties agree to review the library stipends annually during this three-year contract.

ARTICLE #19 DURATION

The parties understand that this agreement is subject to ratification by the East Longmeadow School Committee and East Longmeadow Educational Secretaries' Association.

This Agreement will be effective as of July 1, 2025 and will remain in full force and effect until June 30, 2028

This Agreement will be effective as of July 1, 2025 and will remain in full force and effect until June 30, 2028

**ARTICLE #20
SALARIES**

Salaries of the secretaries are determined as follows:

		Year 1 FY26	Year 2 FY27	Year 3 FY28
		Tier 1 - 3% Tier 2 - 5.5% Tier 3 - 3%	3%	3%
Tier 1	New Hire - 2 completed years	\$23.37	\$24.07	\$24.79
Tier 2	Beginning of 3 yrs - 4 completed years	\$24.41	\$25.15	\$25.90
Tier 3	Beginning of 5 yrs +	\$27.42	\$28.24	\$29.09

*To qualify for a year of service a secretary's date of hire must be by September 30th of any given year.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS THIS DAY OF _____ October, 2025

EAST LONGMEADOW EDUCATIONAL
SECRETARIES' ASSOCIATION

EAST LONGMEADOW
SCHOOL COMMITTEE

Catherine R. Waldron
Mary Zwick
Shela McCordusc
Michelle Hughes
MS Bradley

Andouille R. Manji
Greg Topsy
Kel S
Winn R
Aimee Daleata

APPENDIX B

Seniority List

<u>Name</u>	<u>Position</u>	<u>DOH</u>	<u>Building</u>
Margaret Gelinas*	School Year	8/31/1989	MB
Mary Quick*	School Year	8/29/2001	HS
Celeste O'Brien *	School Year	8/29/2003	MB
Carmen Velazquez*	Calendar Year	1/26/2005	HS
Cathy Wolfenden*	School Year	8/23/2006	MS
Karen Severino*	School Year	9/8/2014	BP
Sheila Mccandlish*	School Year	7/3/2017	MV
Kaila Ochoa*	Calendar Year	8/11/2017	HS
Michelle Tranghese*	Calendar Year	1/2/2019	MS
Kara Petrie	School Year	1/2/2020	HS
Kristine Greco	Calendar Year	2/4/2021	MB
Jessica True	School Year	8/19/2021	HS
Lisa Berrios	School Year	8/26/2022	MS
Melissa Brady	Calendar Year	5/1/2023	BP
Ann Celdran	School Year	11/8/2023	SPED
Mackenzie Fenn	Calendar Year	1/6/2025	SPED
Emily Bourque	School Year	1/8/2025	HS

*Longevity Bonus

Appendix C
East Longmeadow Public Schools
East Longmeadow, Massachusetts
Secretary Evaluation Form

Name: _____ Date: _____

School: _____

	Objectives	Failure to meet Expectations	Needs Improvement	Meets Expectations	Exceeds Expectations
1	Maintains positive relationships with staff/administration				
2	Interacts positively with parents and students				
3	Maintains confidentiality				
4	Exhibits organizational skills				
5	Assists staff and students with administrative tasks				
6	Implements policies and procedures set by district				
7	Follows close attention to detail				
8	Attendance and Punctuality				
9	Communicates with administration and staff effectively				
10	Ability to access and utilize database system software?				

Comments: _____

Employee Signature: _____

Date: _____

Supervisor's Signature: _____

Date: _____

APPENDIX D
East Longmeadow Public Schools
Job Description

Job Title: School Secretary / Library
Department: ELPS
Reports To: Building Principal
FLSA Status: Non-Exempt
Approved Date: July 14, 2004

SUMMARY: This staff position contributes to the efficient operation of the school library, promotes use of school library by staff and students, assists library uses, and fulfills day-to-day duties as assigned by the principal. The secretary-librarian is in charge of and runs the library of the school. A candidate for this position should have the following skills and qualities:

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Assist and guide students and staff in the use of library materials and technology.
- Operate the circulation desk.
- Learn and use PC Windows based library automation software and computer hardware to electronically catalogue and bar code the library collection.
- Use library automation software and bar code scanner to check books in and out electronically.
- Shelve books and other library materials using appropriate classification systems.
- Facilitate use of library computer, audiovisual and multimedia equipment by staff and students and arrange for equipment repair.
- Work with building administration on all budget issues and prepare library budgets in accordance with site administration procedures.
- Compiles and processes orders of library material and supplies, prepares materials for circulation; monitor receipt of materials..
- Do basic repairs of books and other library materials.
- Maintain library records (card catalog, shelf list, computer databases, software) maintain files (catalogs, vertical files, picture files, etc.).
- Supervise students while in the library.
- Prepare bulletin boards and other library displays to maintain the appearance of the library.
- Prepare correspondence, reports, and other written material using Microsoft Office computer software.
- Prepare inventories and update the collection annually and as requested

SUPERVISOR RESPONSIBILITIES: None

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/ or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Works effectively with staff and students.
- Strong computer skills and familiarity with PC Windows applications.

- Has a working knowledge of electronic searching techniques.
- Ability to prioritize work and work independently.
- Ability to deal effectively with interruptions.
- Strong communications skills including good spelling and grammar.
- Accurate record keeping.
- Willingness to learn the Dewey Decimal system and subject classifications.
- Basic knowledge and use and care of audiovisual and multimedia equipment.
- Willingness to expand knowledge as technology changes.

EDUCATION and/or EXPERIENCE: High school diploma or general education degree (GED), or one to three months related experience and/ or training; or equivalent combination of education and experience.

LANGUAGE SKILLS: Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.

MATHEMATICAL SKILLS: Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

REASONABLE ABILITY: Ability to apply common sense, understanding to carry out instruction furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

CERTIFICATES, LICENSES, REGISTRATIONS

None

PHYSICAL DEMAND: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must regularly lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representatives of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to moving mechanical parts, risk of electrical shock, and vibration. The noise level in the work environment is usually moderate.

EAST LONGMEADOW PUBLIC SCHOOLS
JOB DESCRIPTION

Job Title: School Secretary
Department: Schools
Reports To: Building Principal
FLSA Status: Non-Exempt
Prepared Date: 05/16/01

SUMMARY

Performs secretarial duties in public school by performing the following duties:

ESSENTIAL DUTIES AND RESPONSIBILITIES: include the following. Other duties may be assigned.

Composes, or transcribes from rough draft, correspondence, bulletins, memorandums, and other material.

Compiles and files student grade and attendance reports and other school records.

Greets visitors to school, determines nature of business, and directs visitors to destination.

Greets visitors via the door buzzer system and admits visitors into the building upon inquiry (School secretaries will be held harmless (no liability) for receiving members of the community via the door buzzer system.).

Talks with student encountering problem and resolves problem or directs student to other worker

Answers telephone to provide information, take message, or transfer calls Order and dispense school supplies

Accepts and deposits funds for lunches, school supplies, and student activities

Disburse funds, record financial transactions, and audits and balances student organization and other school fund accounts

Take dictation and transcribe notes Maintains

calendar of school events

Receive members of the public, in person, by phone, and by the buzzer-entry system in each school.

SUPERVISORY RESPONSIBILITIES

This job has no supervisory responsibilities

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representatives of the knowledge, skill, and/ or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The applicant must have basic skills in typing and computer literacy.

EDUCATION and/or EXPERIENCE

High school diploma or one to three months related experience and/ or training; or equivalent combination of education and experience.

LANGUAGE SKILLS

Ability to read and comprehend instructions, correspondence, and memos. Ability to compile and compose correspondence. Ability to effectively present information on one-on-one and small group situations to customers, clients, and other employees of the organization

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs

REASONING ABILITY

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to prioritize and deal with problems involving several variables.

CERTIFICATES, LICENSES, REGISTRATIONS - None

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee frequently is required to stand, walk, and sit. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must frequently lift and/ or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to risk of electrical shock. The noise level in the work environment is usually moderate.

EVALUATION

All secretaries will be evaluated with the approved contractual evaluation form each school year prior to June 1st.