

E. Except in special circumstances with the approval of the concerned supervisor, vacations will be taken by high school and middle school secretaries during periods in which school is not in session.

If a high school or middle school secretary is to be on vacation for three (3) days or more while school is in session, every effort will be made to arrange at the discretion of the principal for substitute secretarial coverage for the entire period of the secretary's vacation.

F. Provided the Superintendent approves, twelve (12) month employees, upon request, will be granted vacation leave without pay for the week(s) in December, February, and April when schools are not in session, in addition to any paid vacation provided for by this Article.

G. Whenever an employee is not granted vacation to which she/he is entitled because of retirement or death, the employee, or in the case of death, the employee's estate shall be paid at the regular rate of compensation for the unused days.

ARTICLE 14

USE OF SCHOOL BUILDINGS

Upon making arrangements with the Director of Buildings and Grounds and the Building Principal, the Association may use a room at a school building at reasonable times and without cost for conducting Association business.

ARTICLE 15

ORIENTATION OF NEW SECRETARIES AND ACCOUNTING

PERSONNEL

Every attempt will be made to adequately orient new office personnel. To assist in this, a committee of Association members will be formed; one person for each school level, administration level, and accounting level, whose purpose will be to update the secretarial and accounting handbook.

The parties will meet and discuss the development of an orientation procedure whose purpose will be to provide orientation policy for new secretaries within the first thirty (30) days of their hire.

ARTICLE 16

ADDITIONAL PERSONNEL

The Association will bring to the attention of the Director of Human Resources any situation in which, in the opinion of the Association, additional secretarial assistance is required due to changing conditions or increased workload. Such information will be given full attention by the Administration which will take appropriate action.

Reasonable efforts will be made to provide, at the discretion of the principal and/or supervisor, for substitute secretaries when one (1) or more secretaries are absent when school is in session. The present practice of providing substitute secretaries for elementary buildings and Central Administration will continue.

Notwithstanding the above:

A. When the number of pupils in an elementary school exceeds four hundred and fifty (450), the secretarial staff for that school will be reviewed by administration. Input from the Association will be considered. A recommendation will be made to the School Committee for their consideration.

B. Any expansion of special program and/or departments will consider the need for appropriate additional secretarial personnel.

ARTICLE 17 **LUNCH PERIOD**

All personnel will be given a duty-free lunch period of at least one (1) hour in the Administration Building and thirty (30) minutes in the school buildings and a fifteen (15) minute duty free break each morning and each afternoon.

ARTICLE 18 **ON THE JOB INJURY**

A person who is collecting Workmen's Compensation may use accumulated sick leave to make up the difference, if any, between her regular pay and the Workmen's Compensation payments allocated to lost time.

ARTICLE 19 **NO STRIKE**

The Association agrees that it will not cause, condone, sanction, or take part in any strike, walkout, slowdown, or work stoppage with the Framingham Public School System. The Association and its members, individually and collectively agree that if there is a violation of this clause, that is, an active participation or involvement in any such strike, slowdown, or stoppage, any and all Association members will be violating this clause, will, at the discretion of the Committee be subject to disciplinary action, including discharge or suspension and the only question that will be subject to the grievance and arbitration procedure is that of participation or involvement as described above.

ARTICLE 20 **SALARIES**

The salaries of all persons covered by this Agreement are set forth in Appendix A which is attached hereto and made a part hereof. Probationary employees who satisfactorily complete their probationary period between January 2 and April 1 will receive their first step increase effective on their ninety-first (91st) day of employment in positions covered by this Agreement.

Such initial placement shall be at the discretion of the School Committee.

If a ten (10) month employee is hired after the April vacation, the yearly salary will be calculated by determining the number of hours worked times the number of days worked until the end of the 44 pay cycle.

The rate of pay for substitute positions will be step 1 of the job category being filled.

Movement to the next step shall take place on January 1st of each year.

The salary schedule will be attached to this collective bargaining agreement and incorporated by reference as Appendix A.

ARTICLE 21

EVALUATION AND PERSONNEL FILES

Employees will have the right, upon written request, to review the contents of their personnel files.

No material derogatory to an employee's conduct, service, character, or personality will be placed in her personnel file unless the employee has had an opportunity to review the material. The employee will acknowledge that she has had the opportunity to review the material by affixing her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and her answer shall be reviewed by the Superintendent of Schools and attached to the file copy.

Any serious complaints regarding an employee made to any member of the Administration by any parent, student, or other person, will be promptly called to the attention of the person involved. The nature of the complaint and the name of the complainant shall be provided to the employee. No anonymous material will be placed in a Unit member's file.

Annual written evaluation of employees will be conducted professionally, openly, and with full knowledge of the employee by her immediate supervisor. Employees shall be given a copy of all evaluation reports prepared by her immediate supervisor and will have the right to discuss the report. The supervisor must confer with any employee whose service has been rated unsatisfactory in any respect, explain the ratings, and plan cooperatively for improvement.

A committee will be formed to exclusively reopen the agreement to develop a modified evaluation system and job descriptions for all bargaining unit positions. Any changes to the current evaluation system or job descriptions shall be ratified by the parties and attached to the collective bargaining agreement.

ARTICLE 22
REDUCTION IN FORCE

When a lay-off or a reduction in staff occurs, an employee's quality of work performance will be considered in determining which employee is to be laid off. In cases in which the above factor is determined to be equal, the employees whose length of continuous permanent service are the longest shall be retained.

RIF PROCEDURE

1. If a position (or positions) is eliminated because of school closings or position consolidation, and an opening exists in an equal or lower classification, the affected employee will be transferred to the open position. If more openings exist than there are employees whose positions are eliminated, the affected employees will be transferred to the positions that become open earliest. The remaining openings will be posted in the usual manner.

2. If a position (or positions) is eliminated because of school closing or position consolidation, and no opening(s) exists, the affected employee(s) will displace the least senior employee(s) in the same classification, provided the affected employee has the greater seniority and possesses the qualifications necessary to perform the duties of that position.

3. If an employee whose position is eliminated because of school closing or position consolidation does not have sufficient seniority to displace another employee in accordance with paragraph 2 above, and no opening exists in an equal or lower classification, or if an employee is displaced by another more senior employee and no opening exists in an equal or lower classification, he/she will displace the least senior employee of those occupying equal or lower classification provided his/her seniority permits and provided he/she possesses the qualifications necessary to perform the duties of that position.

4.A. Classification or category shall mean any position for which there is a separate salary or rate schedule listed in the current Association contract, e.g., Secretary (12 month), Accounts Payable Clerk (12 month), Administrative Secretary (12 month), Secretary (10 month), 10 Month Clerk Noon Lunch, 10 Month Senior Clerk-Noon Lunch, Head Accounts Payable (12 month), Payroll Clerk (12 month), Head Payroll Clerk (12 month), Permanent Part Time Secretary, Head Elementary Secretary (12 month).

4.B. For the purpose of this Article, equal or lower classifications are determined by comparing Step 1 hourly rates (Step 1 weekly salary divided by 35).

4.C. An employee who chooses not to exercise his/her displacement rights will be treated as a laid off employee and the recall provisions of this contract will apply.

4.D. If an employee, during a Reduction in Force period, applies for an equal position, or displaces another employee in an equal position, he/she will be required to remain in that position for the remainder of the school year or for six (6) months, whichever is the later.

1. This paragraph D shall not prohibit an employee who was laid off and recalled to a different position from applying for a vacant position.
 2. This paragraph D shall not prohibit an employee who took a cut in gross salary rather than be laid off from applying for a vacancy that would restore her/him to the salary level he/she held immediately prior to the cut in earnings.
- 4.E. For the purpose of this Article, seniority shall commence on the effective date an employee was first appointed to a position covered under the Secretarial Association contract provided he/she has served without a break in service since that date.
5. An employee, upon being notified that she is affected by Reduction in Force, or bumped, and upon being informed of her rights and options under this Article, shall have seventy-two hours (3 days) in which to make a decision and notify the Personnel Department of that decision. If she/he does not inform Personnel within the three (3) days, it will constitute a decision to be laid off rather than displace a junior employee, or accept a transfer to an open position. Once having informed Personnel of her/his decision, a change in decision will constitute a resignation.
- 5.A. If there are five (5) or more individuals affected by Reduction in Force (their positions eliminated or displaced by a more senior employee) the Association and School Administration will meet to discuss and develop alternative time limits and timing.
- 5.B. Vacancies created by resignations tendered in writing after June 20 will be posted as vacancies.
6. In any six (6) month period, not more than one (1) Payroll Clerk assigned to the main School Department payroll unit can be displaced or bumped due to RIF elsewhere.

RECALL PROCEDURE

1. When a vacancy occurs the most senior employee who in the last two (2) years was laid off from that classification or category (see Paragraph 4 RIF Procedure) or displaced from that classification or category will be recalled or given the opportunity to return to it. A laid off employee who refused to accept such position will be considered as having resigned and will be removed from the recall list, unless refusal is for verified medical reasons. An active employee who declines the opportunity to return to a former category shall lose all future rights to return to that classification or category under this Paragraph 1.

During his/her recall period, an employee shall be notified by certified mail, addressed to his/her last address of record, of the Superintendent's intent to recall the employee. If the employee has been laid off from a benefit paying position, he/she shall have the right to refuse a recall to a non-benefit paying position without forfeiting his/her recall

rights. In addition, an employee laid off from a benefit paying position that accepts a non-benefit paying position shall retain his/her recall rights to a benefit paying position.

2. If a vacancy(ies) exists after following the procedure described in the two paragraphs immediately preceding, all employees on layoff and recall shall be notified of the vacancy.

A. Those interested must apply in writing within a fourteen (14) calendar day period from the date of the notification's postmark. Those interested must apply in writing within a fourteen (14) calendar day period from the date of the notification's postmark.

B. No new employee shall be hired until employees on the recall list who are qualified to fill the vacancy have been given the opportunity to fill the position or have refused that position.

3. An employee's name shall be on the recall list until two (2) years after the date on which the layoff occurred. Names still on the recall list at the end of the two (2) year period will be removed from the recall list.

4. Individuals on the recall list who refuse a job offer will be dropped from the list except for verified medical reasons. Medical reasons do not extend beyond the recall period or the provisions of paragraph one above.

5. Recalled employees shall be credited with all previously earned unused sick leave and seniority. Any employee recalled will be considered as having been on paid leave of absence.

6. A recalled employee who had worked ninety (90) continuous days in the year beginning January 1 preceding her/his layoff and who returns to work in that same calendar year will receive a step increase on the January 1st immediately following return to work. However, if such recalled employee returns to work in a subsequent calendar year before October 1st, she/he will receive a step increase upon return to work, if otherwise eligible.

ARTICLE 23

SCHOOL COMMITTEE RIGHTS

Both parties recognize that under the laws of the Commonwealth of Massachusetts the School Committee has the exclusive right, responsibility, and final authority for establishing the policies for the control, direction, and management of the School Department. Therefore, it is understood and agreed that this Agreement concerns those matters of wages, hours, and conditions of employment which have been expressly bargained for and are included herein and expressly reserves those powers, prerogatives, and authority not expressly abridged or modified by this Agreement to the School Committee. Further, both parties agree that it is their responsibility to abide by the terms of this Agreement for its duration.