

C. Beginning on the January 1st immediately following the start of employment, and on each succeeding January 1st thereafter, days will be added to an employee's unused accumulation as follows:

- Twelve month full time and permanent (regularly scheduled) part time: 15 days
- Ten month full time and permanent (regularly scheduled) part time: 12 ½ days.

1. The sick leave allowance noted above applies to employees employed in a twelve month year. That is, those who work a full year with the exception of holidays and vacation time as stated under Article 13. Sick leave for all other employees will be based upon a ten month work year.

D. Sick leave deductions will be made from the cumulation if payment has been made to the individual during her absence. Otherwise, no deduction will be made from the individual's cumulation.

E. The Committee has established a borrowing policy which involves the following conditions:

1. If an individual is out of service beyond her cumulation, at any period in her service, and wishes to petition the School Committee through the Superintendent of Schools for extra days, the School Committee reserves the right to grant such a petition up to fifteen (15) days, with the understanding that the individual shall repay by service the number of days that have been granted.

2. If an individual resigns from the department and has on her record borrowing time, then a financial deduction will be taken before the final payment period.

F. Adjustment to the sick leave plan shall be based solely on the years of service in the bargaining unit.

G. In the event that illness of any employee extends beyond the period of five (5) consecutive school days, the Superintendent of Schools or the Human Resource Director may require a doctor's certificate as to the nature of the illness, the condition of the employee, and the ability of the employee to resume work.

H. The purpose of the benefits defined and described in this Article is solely to provide protection against loss of income when an employee is unable to work because of his/her disability or illness. Abuse of sick leave can lead to disciplinary action. Such action will be determined on an individual basis.

I. Benefits payable under this Article will be reduced by the amount of any Workmen's Compensation disability benefits or dependency allowance payable or received.

J. Absences, not to exceed three (3) days in any calendar year, may be charged against sick leave in cases of severe illness of a member of the immediate family, or other relative or significant other of the employee living in such employee's immediate household, requiring the employee's presence. Every effort will be made by the employee to effectuate alternative arrangements.

Effective July 1, 2008, increase permitted absences to five (5) days.

Effective July 1, 2009, increase permitted absences to seven (7) days.

Effective July 1, 2012, increase permitted absences to ten (10) days.

SICK LEAVE BUYBACK PROGRAM

Secretaries who have served in the Framingham School System for fifteen (15) years or more will be entitled to a buyback of unused sick leave time upon retirement according to the following stipulations:

- a. The Secretary must have a minimum of one hundred (100) sick days accumulated at the point of retirement.
- b. For every sick day beyond one hundred (100), the secretary will be paid the amount of seventy-five dollars (\$75.00) for each unused sick day. For secretaries working less than full time at the time of retirement, the daily rate will be pro-rated. Effective July 1, 2008, the per diem amount shall be increased to eight-five dollars (\$85.00).
- c. The maximum amount payable under this buyback plan is five thousand dollars (\$5,000.00) for each secretary who retires.

Effective July 1, 2008, increase cap from five thousand dollars (\$5,000.00) to five thousand five hundred dollars (\$5,500.00).

Effective July 1, 2009, increase cap from five thousand five hundred dollars (\$5,500.00) to six thousand dollars (\$6,000.00).

Effective July 1, 2010, increase cap from six thousand dollars (\$6,000.00) to six thousand five hundred dollars (\$6,500.00).

Effective July 1, 2013, increase cap from six thousand five hundred dollars (\$6,500) to eight thousand five hundred dollars (\$8,500).

Effective July 1, 2008, any payment under this Article will be made in two (2) equal annual installments with the first payment on the date of retirement and the second payment on the first anniversary of the date of retirement.

However, if the benefit to which the employee is entitled is not more than fifty percent (50%) of the then applicable cap, the total benefit shall be paid on the date of retirement; e.g. if the benefit is three thousand dollars (\$3,000.00) and the cap is six thousand dollars (\$6,000.00), the entire three thousand dollars (\$3,000.00) shall be paid on the date of retirement. If the benefit is four thousand dollars (\$4,000.00) and the cap is six thousand dollars (\$6,000.00), the employee shall receive two thousand dollars (\$2,000.00) on the date of retirement and two thousand dollars (\$2,000.00) on the first anniversary of the date of retirement.

- d. Notification of intent to retire must be received by the Superintendent or his designee, at least ninety (90) days in advance of the effective retirement date.

ARTICLE 10

TEMPORARY LEAVES OF ABSENCE

A. Death in the Family: Employees shall be allowed a period of five (5) consecutive calendar days absence without loss of pay each time there is a death in his/her immediate family. Should the application of the phrase "consecutive calendar days" provide for less than five (5) working days paid absence, such affected employee may, in the case of unusual circumstances such as death or funeral out of state, or delayed funeral, request additional time off with pay. The determination by the Superintendent concerning such additional day(s) shall be final and shall not be subject to the grievance or arbitration provision of the Agreement. The total time permitted under this Section A shall not exceed five (5) working days. Immediate family is defined to include mother, father, sister, brother, child, niece, nephew, brother-in-law, sister-in-law, spouse, mother-in-law, father-in-law, grandparent, grandchild, aunt, uncle and significant other. Acknowledging the changing composition of the family unit, the immediate family shall also include stepparents, stepsiblings, stepchildren, and families with two mothers or two fathers. In the case of Gay/Lesbian employees, the immediate family also includes their partner and partner's parents and children. In case of unusual circumstances, not covered by the above, additional time off with pay may be granted by the Superintendent. If further time is required, it will be taken as either a personal, or an unpaid day.

B. Personal Days: Three (3) personal days per calendar year without a stated reason shall be allowed to each employee for a situation which arises and cannot be handled outside the regular work day. Application for personal leave must be made at least twenty-four (24) hours before the taking of such leave, except in the case of an emergency. Personal days shall not be used just prior to and/or immediately after a holiday or vacation period, except in cases of emergency. Proof of such emergency situation shall be the responsibility of the employee. Except in cases of emergency, personal illness, or absence under provisions of 10-A above, an employee shall not be granted a personal day unless he/she was physically present in school on the previous work day. All unused personal

days may be carried over into the next contract year and converted into sick days to be added to employee's sick day accumulation. Personal days shall be prorated based upon the date of hire for new hires.

C. Religious Holidays: Twelve (12) month employees will be granted a leave of absence without loss of pay for the observance of their religious holidays (except on Saturday and Sunday) on those days on which classes are not scheduled in observance of those holidays.

ARTICLE 11 EXTENDED LEAVES OF ABSENCE

A. A leave of absence without pay or increment of up to one (1) year may be granted at the discretion of the School Committee for the purpose of caring for a sick member of the immediate family. The exercise of such discretion will be reasonable. Additional leave may be granted at the discretion of the School Committee.

B. After five (5) years of continuous employment in the Framingham school system, one may be granted a leave of absence, without pay, for up to one (1) year for health reasons at the discretion of the School Committee. Requests for such leave will be supported by appropriate medical evidence. The exercise of this discretion will be reasonable.

C. Anyone whose personal illness extends beyond the period compensated will be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness up to a maximum of two (2) years after the last day for which paid.

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

E. All benefits to which a person was entitled at the time her leave of absence commenced, including unused accumulated sick leave, will be restored to her upon her return, and she will be assigned at the discretion of the School Committee to the same position, or one substantially equivalent to the one she held at the time said leave commenced, if possible.

F. Requests for extension or renewals of leaves must be applied for in writing at least thirty (30) days before the leave expires. Decisions on these requests will be confirmed in writing.

G. Extended leaves of absence apply to twelve (12) month and ten (10) month employees only.

H. Military leaves will be granted to any employee who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such duty an employee will be placed on the salary schedule at the level which she would have achieved had she been actively employed in the system during the period of her absence up to a maximum of four (4) years.

I. Maternity leave without pay of up to one (1) year will be granted. An additional period of time up to one (1) year's maternity leave will be granted if appropriate medical evidence substantiates the need for additional recuperation. Upon return from such leave, an employee will be considered as if she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level she would have achieved had she not been absent on said leave. During pregnancy, continued employment will depend solely on the physical condition of the employee insofar as it relates to her capability to fulfill the obligations of her position. Appropriate medical evidence will be required prior to return from such leave.

J. An employee may exercise her rights to maternity leave of up to eight weeks consistent with G.L. 149, §105D.

K. Adoption leave. Effective July 1, 2008, an employee of this Unit shall be granted up to seven (7) workdays to be deducted from accumulated sick leave for the purpose of adopting a child.

L. In addition to the leaves cited above, employees may be entitled to leave pursuant to the provisions of the Family and Medical Leave Act of 1993.

ARTICLE 12 **USE OF SCHOOL MAIL**

Use of the school mail distribution system is authorized for disseminating data to members of the Framingham Public Schools Secretarial Association.

ARTICLE 13 **VACATION POLICY**

A. Vacation eligibility for full time and permanent part time employees regularly scheduled to work twenty-five (25) hours per week or more will be determined by the amount of continuous unbroken service as of the date of membership within the bargaining unit.

Members of the bargaining unit hired after July 1, 1979, will be credited with one (1) day of vacation for each full month of active service from the date of hire until the next July 1st. Thereafter, said employees will be credited on each anniversary date of hire with the annual vacation time for which they are eligible according to this Article, subject to the limitations described above.

Any employee who uses vacation time in excess of that actually earned will, upon termination, reimburse the employer for the number of excess days at the then current per diem rate. For the purpose of Section D of this Article, the date to be used for persons hired after July 1, 1979 will be the fiscal year (July 1). It is agreed that the practices which have been customarily followed concerning payment of vacation benefit upon termination of employment will continue to be followed for employees hired before July 1, 1979.

For the purposes of administering vacation policy, including calculation of length of service, ten (10) month employees will be considered as having worked a full calendar month in September if they commence working five (5) working days before the opening of school (and work the rest of that month). Similarly, they will be considered as having worked the full calendar month of June, if in addition to working all of June to the closing of schools, they work five (5) days beyond the closing of schools. School vacation periods from September to June will be considered as time worked. Employees with less than one (1) year of service, who terminate their employment, or whose employment is terminated will not be eligible for any vacation benefit, unless such termination is due to, or as the result of, reduction in force.

B. Based on continuous unbroken service as of July 1st, vacation eligibility for twelve (12) month full time and permanent part time employees regularly scheduled to work twenty-five (25) hours per week or more shall be, during that calendar year:

0-1 Year	6 days
1-4 Years	12 days
5-9 Years	15 days
10-14 Years	18 days
15-19 Years	22 days
20 Years or more	25 days

C (1). Based on continuous unbroken service as of July 1st, vacation eligibility for ten (10) month full time and permanent part time employees regularly scheduled to work twenty-five (25) hours per week or more shall be, during that calendar year:

0-1 Year	5 days
1-4 Years	10 days
5-9 Years	12.5 days
10-14 Years	15 days
15-19 Years	17.5 days
20 Years or more	20 days

C (2). Based on continuous unbroken service as of July 1st, vacation eligibility for any ten month full time and permanent part time employees whose membership in the unit was on or after July 1, 2013 and who is regularly scheduled to work twenty five (25) hours per week or more shall be during the calendar year:

0-2 Year	5 days
3-10 Years	8days
11 + Years	14days

D. Twelve (12) month employees will be allowed to carry over up to seven (7) days earned in the 1997-1998 contract year, up to eight (8) days in 1998-1999 contract year, and up to nine (9) days in the 1999-2000 contract year. Commencing July 1, 2004, twelve (12) month employees will be allowed to carryover up to one-half of their annual vacation entitlement.