

AGREEMENT

between the

FRAMINGHAM SCHOOL COMMITTEE

and the

**FRAMINGHAM EDUCATION SUPPORT PERSONNEL
UNIT T**

September 1, 2015– August 31, 2018

AGREEMENT

This Agreement is made and entered into as of the 1st day of September 2015 by and between the FRAMINGHAM SCHOOL COMMITTEE (hereinafter referred to as the "Committee") and the FRAMINGHAM EDUCATION SUPPORT PERSONNEL UNIT (UNIT T) (hereinafter referred to as the "Association").

ARTICLE 1 **RECOGNITION**

The Committee recognizes the Association for the purpose of collective bargaining as the exclusive representative of a Unit consisting of all Special Education Aides and Classroom Aides, Special Needs Teacher Assistants in the Special Education Department, Language Program Aides, Library Assistants.

ARTICLE 2 **PREAMBLE**

The Framingham School Committee and the Framingham Education Support Personnel Unit recognize that all employees listed in Article 1, Recognition, are an integral part of the operation of the Framingham Public Schools. The words "employee" and "employees" as hereinafter used in this Agreement refer to such employees as fall within the collective bargaining unit described in Article 1 hereof. It is agreed that both the Committee and the Association view the consideration of matters of mutual concern as a joint responsibility.

ARTICLE 3 **PROFESSIONAL DEVELOPMENT**

The Committee agrees to allow the employees covered by this Agreement to attend workshops, seminars, conferences, or other professional improvement sessions at the request of and/or the advanced approval of the Superintendent or his designee without loss of pay, plus reasonable expenses including fees, meals, and transportation.

ARTICLE 4 **DUES DEDUCTION**

The Framingham School Committee hereby agrees to deduct yearly as a condition of employment an agency service fee in accordance with the provisions of MGL, Ch. 180, 171 and Ch. 150E 12. These fees will be deducted from the members of the bargaining unit who are not members of the Framingham Teachers Association, ESP Unit (Unit T). The Agency Service Fee may be paid in one lump sum or applied through payroll deduction. The Committee agrees to deduct an agency fee in the amount of ninety (90%) of the current Association dues from employees who are not members of the Association upon receipt of individual written authorization from each employee. Agency service fees will be deducted in the same manner as the Association dues.

ARTICLE 5
GRIEVANCE PROCEDURE

- A. A "Grievance" is hereby defined to mean a dispute involving the meaning, interpretation, or application of this contract or a claim based upon an event or condition which affects the welfare and/ or conditions of employment of an employee or employees.
- B. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and to the President of the Association shall permit the aggrieved party or parties to proceed to the next step.
- C. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- D. No reprisals of any kind shall be taken by any party of this Contract against any party in interest, any witness, any member of the Association, or any other participant in the grievance procedure by reasons of such participation.
- E. A grievance that affects a group or class of employees from a different building or is of a general nature, may be submitted in writing by the Association to the Superintendent directly and the processing of such grievance be commenced at Level Two.
- F. If any employee covered by this Agreement shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement. The Association shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.
- G. When a grievance arises, the grievance must be filed within ten (10) school days (or when school is not in session, fourteen (14) calendar days) from the day of the event upon which the grievance is based, or from the date when the employee had or should have had knowledge of the event.

LEVEL ONE:

A member of the Association with a grievance shall present it to her immediate supervisor within ten (10) school days of the event on which the grievance is based. Any meeting with reference to the above shall be held during non-school hours.

LEVEL TWO:

- A. In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at Level One, or in the event that no decision has been reached within ten (10) school days after presentation of the grievance to the immediate supervisor, the grievance shall be reduced to writing and referred to the Director of Human Resources within five (5) school days of the disposition under Level One.
- B. Within ten (10) school days after receipt of the written grievance by the Director of Human Resources, he/she shall meet with the aggrieved employee and the said Chairman, or his designee, in an effort to settle the grievance.

LEVEL THREE:

A. In the event that the grievance shall not have been disposed to the satisfaction of the aggrieved employee at Level Two, or in the event that no decision has been reached within ten (10) school days after presentation of the grievance to the Human Resources Director, the grievance shall be reduced to writing and referred to the Superintendent of Schools within five (5) school days of the disposition under Level Two.

B. Within ten (10) school days after receipt of the written grievance by the Superintendent, he or she shall meet with the aggrieved employee and the said Chairman, or his designee, in an effort to settle the grievance.

LEVEL FOUR:

If the grievance has not been resolved within ten (10) school days after the Level Three meeting, a hearing between the Association and the Committee shall be held no later than the second regularly scheduled School Committee meeting following the Level Three meeting.

LEVEL FIVE:

A. In the event that the grievance shall not have been satisfactorily disposed of at Level Four, or in the event that no decision had been rendered within ten (10) school days after the Level Four meeting, the Association may refer in writing within ten (10) school days of the disposition under Level Three the unsettled grievance to arbitration. The arbitrator shall be selected by agreement between the parties. If the parties are unable to agree upon an arbitrator, the selection shall be made by the American Arbitration Association, in accordance with its rules and regulations.

B. The arbitrator shall be without power or authority to modify or alter the terms of this Agreement.

C. The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) days after the hearing is declared closed. The decision shall be final and binding upon both parties.

D. The costs for the services of the arbitrator shall be borne equally by the School Committee and the Association.

E. No matter pertaining to a grievance procedure shall be included in an employee's personnel file unless so requested by the employee.

ARTICLE 6
HOLIDAYS

All employees covered by this Agreement shall receive holiday pay for the following holidays which fall on Monday through Friday within a regularly scheduled work week:

New Year's Day
Martin Luther King's Birthday
Good Friday
Memorial Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
President's Day
Patriot's Day

In any year in which school starts prior to Labor Day, Unit T employees will be paid for the holiday of Labor Day.

All employees covered by this Agreement shall be paid for ten (10) out of the following holidays:

New Year's Eve Day
New Year's Day
Martin Luther King's Birthday
Good Friday
Memorial Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Day before Christmas
Christmas Day
President's Day
Patriot's Day
Labor Day

Each year, after the School Committee establishes the school calendar for the following year, representatives of the union and the School Committee shall meet to decide upon the ten (10) paid holidays for the next school year.

ARTICLE 7
SICK PAY

A. The benefits described in this article are solely to provide protection against loss of income when an eligible employee is unable to work because of his/her own disability.

B. The Association agrees to cooperate with the Committee and its representative in controlling excess absenteeism and/or abuse of sick pay.

C. For new employees four (4) sick days will be awarded at the start of the school year for months September through December (prorated if after the start of school). Ten (10) additional days will be awarded on January 1 to extend through the following December.

D. For all other employees, on January 1st and each succeeding January 1st of continuous employment, ten (10) sick days will be awarded. Effective September 1, 2005, anyone with at least ten (10) years of continuous service in the Unit will receive twelve (12) sick days per year; anyone with at least fifteen (15) years of continuous service in the Unit will receive fourteen (14) sick days per year.

E. An unlimited number of unused sick days may be accumulated.

F. In the event an illness of an employee results in absence of more than five (5) consecutive school days, The Superintendent of Schools or his/her designee may require a statement from the employee's licensed physician or surgeon certifying the period of disability, the employee's ability to perform the duties of his/her position, and the estimated date of return to assume the duties of his/her position. Abuse of sick leave can lead to disciplinary action. Such action shall be taken on an individual basis.

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

H. Absences, not to exceed eight (8) days in any school year, may be charged against sick leave in cases of severe illness of a member of the immediate family or other relative of the assistant teacher living in such teacher's immediate household requiring the teacher's presence.

I. An employee who has worked for ninety (90) consecutive school days and has not used any sick time, including but not limited to the sick bank, family sick leave, maternity leave, or adoption leave, within the aforementioned period shall be eligible to receive an additional one half personal day.

ARTICLE 8 **TEMPORARY LEAVES OF ABSENCE**

A. Death in the immediate family: Full time employees shall be allowed a period of up to five (5) consecutive calendar days absence, exclusive of Sundays and legal holidays, at the discretion of the bereaved member, without loss of pay, when there is a death in his/her immediate family. The immediate family is defined to include mother, father, sister, brother, child, spouse, mother-in-law, father-in-law, grandparent, grandchild, niece, nephew, significant other, brother-in-law, sister-in-law, aunt and uncle. 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 the case of unusual circumstances not covered by the above, additional time off with pay may be requested and granted by the Superintendent.

B. Personal Reasons: New employees will be allowed one (1) personal day without a stated reason and without loss in pay for the months of September through December, subject to the procedures described in this section. On January 1st, three (3) additional personal days without a stated reason and without loss of pay will be added and extend through the following December. For the 2001-2002 school year only, one (1) personal day without a stated reason and without loss of pay will be allowed for the months of September through December. On January 1, 2002 and each January 1st of each calendar year, three (3) personal days without a stated reason and without a loss in pay shall be allowed to each employee. Personal days are for a situation that arises and cannot be handled outside the regular school day. Application for personal leave must be made at least twenty-four (24) hours before taking 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 case of emergency. Proof of such emergency situation shall be the responsibility of the employee. Except in cases of emergency, personal illness or absence under the provisions of paragraph A above, an employee shall not be granted a personal day unless he/she was physically present in school on the previous work day. A maximum of two unused personal days per employee per year will be converted to sick days on January 1st of each year. The first year of the conversion will be at the end of 2001 (converted on January 1, 2002). Effective January 1, 2004, all unused personal days may be converted to sick days (converted on January 1, 2005).

ARTICLE 9 **INDEMNIFICATION**

The indemnification of any employee covered by this Agreement shall be governed by the provisions of G.L.c. 258.

ARTICLE 10 **LUNCH PERIOD**

All employees covered by this Agreement shall be given a duty-free lunch period of at least thirty (30) minutes at some time during each school day.

ARTICLE 11 **VACANCIES IN POSITION**

A. Whenever any vacancy in a position occurs within the bargaining unit as determined by the School Committee, during the school year, it will be posted for five (5) school days. During the months of July and August, written notice of any such vacancy will be given to the Association and to any employee who files a written request for such information with the Personnel Department. In both situations the qualifications for the position, its duties, and rate of compensation will be clearly set forth. Subsequent changes in qualifications will be made only when it is deemed justified by the Administration and any change will be brought to the attention of the unit membership prior to the closing date for applications.

B. All employees will be given adequate opportunity to make application for such positions, and the Committee agrees to give consideration to the professional background and other attainments of all applicants.

C. Appointments will be made as soon as possible but not later than sixty (60) days after closing date of posting pending qualified applicants.

D. An employee of this Unit shall be notified of any serious complaint concerning said employee that is made by any person. All anonymous complaints shall be disregarded.

E. All new Unit T employees shall be hired as paperless employees and via direct deposit paperless checks.

ARTICLE 12 EVALUATION

A. Supervision of employees will be conducted professionally, openly and with full knowledge of the employee. Employees shall be given a copy of any evaluation report prepared by a Supervisor and will have the right to discuss their 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.

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

C. No material derogatory to an employee's conduct, service, character or personality will be placed in his/her personnel file unless the employee has had an opportunity to review the material by affixing their 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 their answer shall be reviewed by the Superintendent and attached to the file copy.

D. The evaluation instrument shall be attached to this collective bargaining agreement and incorporated by reference as Appendix B.

ARTICLE 13 OVERTIME

The School Committee agrees that when a member of the bargaining unit works beyond forty (40) hours per week, that all such work shall be paid at the rate of one and one-half (1 1/2) times their regular hourly rate of pay.

ARTICLE 14 INSURANCE

Should the Coalition of Town Unions no longer be in existence, the association reserves its rights to bargain regarding healthcare.

ARTICLE 15 JUST CAUSE

The Committee agrees that no employee shall be discharged, disciplined, reprimanded, or reduced in rank or compensation except for just cause.

ARTICLE 16 JURY DUTY

A teacher required to be absent from work because of jury duty, or who is required to attend court or other legal proceedings pursuant to a summons, in connection with matters arising out of his/her professional responsibilities, shall be paid the difference, if any, between the amount he/she received because of such jury duty or summons, and his/her regular wages, including extra-curricular or coaching positions.

ARTICLE 17 REDUCTION IN FORCE

- A. Seniority is defined as length of continuous, unbroken employment in positions covered by this Agreement.
- B. Where used in this Article, classification shall mean those classifications for which separate hourly rate schedules are listed in Appendix A - Hourly Rates of Pay. Any RIF shall be done by job title and treated separately.
- C. When the School Committee reduces the number of positions in any classification, the employee(s) in that classification with the least amount of seniority shall be the first to be laid off.
- D. In the event of a Reduction in Force (RIF), such reduction will be determined by seniority in each job title as described in the recognition clause and the salary guide.
- E. In the event of a reduction in force in the job title of Language Program Aides: Bilingual and Language Program Aides ESL, such reduction will be determined by seniority in each job title and language serviced (i.e., Spanish, Portuguese).

ARTICLE 18
POSITIONS IN SUMMER SCHOOL AND FEDERAL PROGRAMS

All openings in Summer School and Federal programs will be adequately publicized. Members of this unit who apply for openings in Summer School and Federal programs will be given preference, after Unit A, Framingham Teachers Association applicants and individuals who have held such positions in immediately preceding year, for positions for which they are qualified.

ARTICLE 19
MATERNITY LEAVE OF ABSENCE

A. General. Any employee who becomes pregnant may continue to work as long as medical evidence permits. An employee shall be granted an absence from employment for the purpose of maternity.

Employees shall have the following options.

1. An eight (8) consecutive calendar week's leave of absence which shall include the date of delivery; provided such leave commences prior to April 1. Leaves commencing after April 1 shall be for the balance of the school year.
2. Unless she has been laid off pursuant to the provisions of Article 17, above, the employee shall return to work the September 1 following the termination of the pregnancy, except if the pregnancy is terminated during June, July or August, the employee can elect to return the September 1 following the child's first birthday. The employee shall notify the Personnel Office in writing which option she is electing at least three (3) weeks prior to the anticipated departure. The leave will be granted to commence as of the date requested. A physician's statement giving the approximate date of delivery is to accompany each request for maternity leave of absence.
3. A second consecutive school year's leave of absence for the same pregnancy shall be granted, provided the employee makes such request by the March 1st preceding the school year for which the leave is requested. Employees on a maternity leave of absence will notify the Personnel Office in

writing by March 1 of each year whether or not they intend to return to work for the next school year.

4. Seniority will be maintained but not accrued during any total period of continuous maternity or pregnancy leave in excess of twelve calendar months if due to the same pregnancy.

B. Sick Leave. An employee on maternity leave, upon written request, shall be entitled to utilize accrued sick leave subject to the following conditions:

1. Accrued sick leave may only be utilized for that portion of the maternity leave in which the employee was physically disabled from working.
2. The employee must furnish a physician's certificate that she was physically disabled during the period in which she seeks to utilize accrued sick leave. Payment of sick leave, as aforementioned, shall be made on the days on which the employee would have been paid had she been working.

C. Rights. The School Committee shall not be required to restore an employee on maternity leave to her previous or 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 maternity leave; provided, however, that such employee on maternity leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her leave.

D. Insurance. Employees shall have the option to continue such insurance benefits as they might indicate, individually assuming the costs of such programs during the period of leave subject to the terms of the insurance contract between the School Department and the insurance carrier, provided such premiums are paid in advance to the Business Office. Any unused accumulated sick leave will be retained, but no additional sick leave will be accrued until return to service.

E. Medical. The Director of Human Resources may require the employee to produce a medical certificate that she is physically able to resume her work before returning to work.

F. In addition to the leaves, cited above, employees may be eligible for the leave under the Family Medical Leave Act of 1993. (See Appendix for reference purposes only.)

ARTICLE 20 TRANSFER

If an employee accepts a position in the Framingham Public Schools outside this bargaining unit, he/she will maintain but not accrue seniority for a period not to exceed one (1) year while outside this bargaining unit. If such employee involuntarily leaves the position outside this bargaining unit, within one (1) year, he/she may return to a comparable position in this unit to the extent his/her seniority permits by displacing the least senior employee in the classification such former employee left. If, however, such former employee voluntarily requests return to a position in this bargaining unit, he/she will not be entitled to displace a person in this unit but may be offered a vacant position if and when one occurs. Adjustment to seniority date will be based on date of starting again in position covered by this Agreement. If such former employee is dismissed for cause or involuntarily leaves the position outside this bargaining unit for reasons or circumstances which call into question his or her ability to perform in this bargaining unit position, he or she will not be allowed to return to a position within this bargaining unit.

ARTICLE 21

RATES OF PAY

The rates of pay that shall be in effect for the contract period are attached as Appendix A and are annexed to and made part of this Agreement.

Effective September 1, 2016, any Unit T employee who holds a Bachelor's Degree from an accredited, degree granting institution or a current and valid Massachusetts Teacher's Certification from the Massachusetts Department of Elementary and Secondary Education shall be awarded an additional Five Hundred and Fifty dollars (\$550.00) at the completion of each full school year.

Effective September 1, 2017, any Unit T employee who holds a Bachelor's Degree from an accredited, degree granting institution or a current and valid Massachusetts Teacher's Certification from the Massachusetts Department of Elementary and Secondary Education shall be awarded an additional Six Hundred dollars (\$600.00) at the completion of each full school year.

This benefit is intended for any eligible employee to access only one of the above - awards. Benefits under this Article shall be awarded on an FTE basis. For example, an individual that is a .5 FTE shall be eligible to receive Two Hundred and Fifty (\$250.00) for a Bachelor's degree.

ARTICLE 22 **DURATION**

The provisions of this Agreement shall be in effect from September 1, 2015 through August 31, 2018. By January 1st prior to the expiration date, either party may notify the other in writing of its desire to negotiate changes in this Agreement.

The Committee and the Association agree to enter into such negotiations no later than the January 31st immediately following such notifications.

ARTICLE 23 **TEACHING POSITION VACANCIES**

A. Members of this unit who hold Massachusetts teaching certificates and who wish to be considered for teaching positions in the Framingham Public Schools for which they are qualified shall:

- 1) Place on file with the Director of Human Resources a request to be considered for such opening.
- 2) File the necessary credentials showing their qualifications.
- 3) Update such requests each year.

B. The School Committee agrees to notify members of this Unit who have complied with Section A above when appropriate openings are available and to give due consideration to their application; and where qualifications are equal as determined by the Superintendent, to give priority of appointment to applicants who are members of this Unit. This Article shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 24 **NO STRIKE**

The Association agrees that it will not cause, condone, sanction, or take part in any strike, walkout, slowdown or

work stoppage.

The Association and its members, individually and collectively, agree that if there is a violation of this clause, any and or all bargaining unit members violating this clause will, at the discretion of the School Committee, be subject to disciplinary action, including discharge, suspension, or complete loss of seniority, and the only question that will be subject to the grievance and arbitration procedure is that of participating or involvement in the prohibited conduct.

ARTICLE 25
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.

It is agreed that management officials of the School Committee shall at all times retain the right to direct employees, to hire, promote, transfer, assign and retain employees within the School Department, and to suspend, demote, discharge, or take other disciplinary action against non-probationary employees for just cause, to relieve employees to maintain the efficiency of the operations entrusted to them, to determine the methods, means and personnel by which such operations are to be conducted, to conduct school system operations in a safe and most efficient manner, and to take whatever actions may be necessary to carry out the mission of the School Department, subject to the provisions of this Agreement.

ARTICLE 26 PROBATION

Newly hired employees shall be on probation for one (1) school year, but in no event less than ninety (90) school days. Upon successful completion of probation, an employee's seniority will revert to his or her date of hire.

ARTICLE 27 PROTECTION

A. Teachers will immediately report to the principal in writing all cases of abusive conduct and/or torts suffered by them in connection with their employment.

B. This report will be forwarded to the Superintendent who will use his/her best efforts to comply with any reasonable request from the teacher for information in his/her possession relating to the incident or the person involved, and will act in appropriate ways as liaison between the teacher, the police and the courts.

ARTICLE 28
TUITION REIMBURSEMENT

The School Committee shall allocate seven thousand and five hundred dollars (\$7,500.00) for the purpose of reimbursing Unit members for tuition costs related to satisfactorily completed credit courses taken at a degree granting institution accredited by the U.S. Department of Education.

Effective September 1, 2015, \$7500, which the Committee has previously allocated for the purpose of reimbursing Unit T members for tuition costs, will instead be available to cover the fingerprinting costs of all Unit T employees who are employed by the District as of the time when this Agreement is executed and who are fingerprinted between July 1, 2015 and June 15, 2016. All new Unit T employees, those who are not employed by the District as of the time when this Agreement is executed, shall be responsible for the cost of fingerprinting and any other associated costs.

Effective September 1, 2016, each Unit T employee shall be eligible for up to \$600 per academic year under this Article.

The procedure for awarding course reimbursement will be mutually agreed upon by the union and the School Committee.

ARTICLE 29 **PROFESSIONAL DEVELOPMENT ACTIVITIES**

Commencing September 1, 2013, the work year will include one hundred eighty (180) student contact days and three (3) Unit T professional development days. Commencing September 1, 2014, the work year will include one hundred eighty (180) student contact days and four (4) Unit T professional development days.

A subcommittee from the unit will meet with the Director of Curriculum and Staff Development in order to discuss and plan professional development and in-service courses for members of the unit.

A unit member may request that he/she wants to attend a professional development activity outside of the unit member's normal work day or the Building Principal may determine that he/she wants a unit member(s) to attend such a professional development activity. In either case, the request or instruction to attend must be made so that the Building Principal will inform the unit member to attend at least seven (7) days in advance of the professional development activity. The Building Principal's approval will also be sent electronically to the Human Resources Director. If the unit member attends the approved professional development activity outside of the unit member's normal work day, he/she will be compensated at his/her normal hourly rate.

All parties agree that professional development regarding new electronic systems such as Teachpoint shall be discussed and agreed upon.

ARTICLE 30 **RECERTIFICATION REIMBURSEMENT**

Any employee who becomes recertified will be eligible for reimbursement of up to \$135.00 for the cost of recertification. Effective September 1, 2000, upon proof(s) of recertification(s), employees may apply for this reimbursement through the Human Resources Department.

ARTICLE 31
SICK LEAVE BUY BACK PROGRAM

Employees who have served in the Framingham Public School System for fifteen (15) years or more will be entitled to buy back unused, accumulated sick leave upon retirement according to the following stipulations.

- A. The notification of intent to retire is received by the Director of Human Resources no later than the second Friday in the February preceding the retirement.
- B. The employee must retire between the end of the school year and the beginning of the next school year. This requirement may be waived by the Superintendent.
- C. The employee must have a minimum of one hundred (100) sick days accumulated at the point of retirement.
- D. For every sick day beyond one hundred (100), the employee will be paid the amount of ninety dollars (\$90.00) for each unused sick day up to a maximum of sixty (60) days, unless the employee uses more than seventeen (17) sick days after notification of intent to retire in which case the amount paid will be eighty (\$80.00) dollars.
- E. The maximum cap of this benefit is five thousand dollars (\$5,000.00), except that it will remain four thousand dollars (\$4,000.00), per employee in the event the employee uses more than seventeen (17) sick days after notification of intent to retire.
- F. Any payments made under this Article shall be made in three equal annual installments: The first payment will occur on the date of the employee's retirement; the second payment will occur on the first anniversary of the employee's retirement; the third payment will occur on the second anniversary of the employee's retirement.

ARTICLE 32 HOURS

All employees will be compensated their regular hourly rate of pay if they are required by their administrator to attend any meeting/presentations outside of the regular school day for students, including Open Houses. (If the weekly total of hours is more than forty (40) see Article 13, Overtime.)

ARTICLE 33
WORKLOAD

Commencing with the 2011-2012 school year, unit members will be available for one additional paid work day. This additional day will include, but not be limited to classroom preparation and review of IEP's (50%) and building based and/or district training (50%). This additional day will be scheduled on the day immediately before school commences for students.

If, as a result of inclement weather, the opening of school is delayed or school is released early, members of the Association will be paid their regular hourly rate of pay for the time lost.

If a Unit member is requested by Administration to cover a class due to a teacher's absence, and the employee agrees, he/she will be paid three dollars and seventy-five cents (\$3.75) for each one half hour of coverage.

Effective September 1, 2013, if a Unit member is requested by Administration to cover a class due to a teacher's absence, and the employee agrees, he/she will be paid four dollars (\$4.00) for each one half hour of

coverage.

Effective September 1, 2014, if a Unit member is requested by Administration to cover a class due to a teacher's absence, and the employee agrees, he/she will be paid five dollars (\$5.00) for each one half hour of coverage.

ARTICLE 34
ADOPTION

A. Effective September 1, 2004, any employee that adopts a child shall be granted an unpaid leave of absence from employment for up to eight (8) consecutive calendar weeks following the adoption, upon request.

B. Any employee that adopts a child shall have the same options and benefits as specified for Maternity Leave of Absence under Article 19, paragraphs A, C, and D. In the case of adoption, the date of receiving physical custody of the child shall be substituted for termination of pregnancy.

C. Effective September 1, 2004, any employee that adopts a child may use up to five (5) days of his/her sick leave for that purpose. Effective September 1, 2005, any employee that adopts a child may use up to six (6) days. Effective September 1, 2006, any employee that adopts a child may use up to seven (7) days.

This benefit will be provided to one employee, if both parents are employed by the School Department.

ARTICLE 35 RECALL

This refers to the right of an employee to return to a position in the job title from which the employee was laid off.

Any employee that is laid off pursuant to this Article shall have a right to be recalled during the first two (2) years of his/her layoff to any vacancy in the job title from which he/she was laid off on a last out first in basis so long as the employee is qualified for the vacant position.

The Human Resource Department will notify an employee on recall when a vacancy exists within his/her classification so long as the employee is qualified for the vacant position. An employee that is on recall from a benefit-level position who is recalled to a non-benefit level position may decline the recall in writing within fourteen (14) calendar days of the notice without forfeiting his/her recall rights. If a benefit level employee accepts a recall to a non- benefit level position, the employee's recall rights to a benefit level position shall be retained. If an employee fails to respond within fourteen (14) calendar days his/her name shall be removed from the recall list.

The Association and the School Committee agree that the above-stated procedure will be used first for the recall of all employees to positions following layoff.

FAMILY MEDICAL LEAVE ACT*

1. In accordance with the Family and Medical Leave Act of 1993, the Committee will provide eligible employees up to twelve (12) weeks of unpaid leave in a twelve (12) month period in accord with the Act. Eligible employees shall be defined as set forth in the Act.

2. Reasons for Leave

- a. To care for a newborn or newly placed adopted or foster child;
- b. To care for a child, spouse or parent with a serious health condition; and/or
- c. To care for the employee's own serious health condition.

3. Group Health Insurance Coverage

The Town of Framingham will continue its contribution to group health insurance for an employee who is out on family or medical leave. The employee must continue to pay his or her share of such premium during the leave period.

4. Vacation Time, Sick Time and Seniority

All leaves taken under the Family and Medical leave will be considered unpaid except as provided for in the collective bargaining agreements entered into between the Framingham School Committee and the bargaining unit. Seniority within the unit upon return from leave will follow the provisions of the collective bargaining agreement. Authorized FMLA shall not constitute a break in service for purposes of seniority.

5. Reinstatement

At the end of a family or medical leave an employee shall be restored to his or her former position, if available, or to a similar position elsewhere in the system, with the same pay, benefits and working conditions. The employee's right to be restored is limited to what the employee's job would have been if he or she has not taken the leave.

*For reference purposes only.

APPENDIX A

Special Needs Assistant Teachers						
	Step	8/31/15	9/1/15 (1.25%)	9/1/16 (1%)	9/1/17 (1%)	
	1	\$ 22.86	\$ 23.15	\$ 23.38	\$ 23.61	
	2	\$ 23.55	\$ 23.84	\$ 24.08	\$ 24.32	
	3	\$ 24.17	\$ 24.47	\$ 24.72	\$ 24.96	
	4	\$ 24.90	\$ 25.21	\$ 25.46	\$ 25.71	
	5	\$ 25.92	\$ 26.24	\$ 26.51	\$ 26.77	
	6	\$ 26.43	\$ 26.76	\$ 27.03	\$ 27.30	
	7	\$ 27.23	\$ 27.57	\$ 27.85	\$ 28.12	
	8	\$ 28.05	\$ 28.40	\$ 28.68	\$ 28.97	
	9	\$ 28.90	\$ 29.26	\$ 29.55	\$ 29.85	
	10	\$ 29.76	\$ 30.13	\$ 30.43	\$ 30.74	

Language Program Aides: Bilingual & ESL; Library Assistants; Special Education Aides; Classroom Aides						
	Step	8/31/15	9/1/15 (1.25%)	9/1/16 (1%)	9/1/17 (1%)	
	1	\$ 18.43	\$ 18.66	\$ 18.85	\$ 19.04	
	2	\$ 19.35	\$ 19.59	\$ 19.79	\$ 19.99	
	3	\$ 20.53	\$ 20.79	\$ 20.99	\$ 21.20	
	4	\$ 21.15	\$ 21.41	\$ 21.62	\$ 21.84	
	5	\$ 21.94	\$ 22.21	\$ 22.44	\$ 22.66	
	6	\$ 22.40	\$ 22.68	\$ 22.91	\$ 23.14	
	7	\$ 23.06	\$ 23.35	\$ 23.58	\$ 23.82	
	8	\$ 23.75	\$ 24.05	\$ 24.29	\$ 24.53	
	9	\$ 24.47	\$ 24.78	\$ 25.02	\$ 25.27	
	10	\$ 25.20	\$ 25.52	\$ 25.77	\$ 26.03	

Notes:

1. At the end of the 2014-2015 school year, two (2) additional steps shall be added between the current steps 1 and 2. Any Unit T member who is employed by the Framingham Public Schools as of the execution of this Agreement shall move to the appropriate step and prior to the start of the 2015-2016 school year. Therefore, at the end of the 2014-15 school year,

a Unit T member on step 1 shall move to step 1

a Unit T member on step 2 shall move to step 3

a Unit T member on step 3 shall move to step 5

a Unit T member on step 4 shall move to step 6

a Unit T member on step 5 shall move to step 7

a Unit T member on step 6 shall move to step 8

a Unit T member on step 7 shall move to step 9

a Unit T member on step 8 shall move to step 10.

Step movement shall occur at the beginning of the 2015-2016 school year.

2. . Effective September 1, 2015, a Supermax step 1 shall be created for any Unit T member who has spent twelve (12) years of continuous service in Unit T. The aforementioned Unit T member shall be paid in a lump sum payment on the first paycheck after the anniversary date of their seniority date in Unit T or date of hire if the member has had uninterrupted service in a position that was subsequently recognized by the association in the amount of Five Hundred dollars (\$500). To be eligible for the aforementioned payment in the 2015-2016 school year, the Unit T employee must have been on step 8 in the 2014-2015 school year and on step 10 in the 2015-2016 school year.
3. Effective September 1, 2016, a Supermax step 2 shall be created for any Unit T member who has spent sixteen (16) years of continuous service in Unit T. The aforementioned Unit T member shall be paid in a lump sum payment on the first paycheck after the anniversary date of their seniority date in Unit T or date of hire if the member has had uninterrupted service in a position that was subsequently recognized by the association in the amount of One Thousand dollars (\$1000). To be eligible for the aforementioned payment in the 2016-2017 school year, the Unit T employee must have been on step 10 in the previous school year as well the current school year in which payment is sought.
4. . Effective September 1, 2017, a Supermax step 3 shall be created for any Unit T member who has spent twenty (20) years and beyond of continuous service in Unit T. The aforementioned Unit T member shall be paid in a lump sum payment on the first paycheck after the anniversary date of their seniority date in Unit T or date of hire if the member has had uninterrupted service in a position that was subsequently recognized by the association in the amount of One Thousand and Five Hundred dollars (\$1500). To be eligible for the aforementioned payment in the 2017-2018 school year, the Unit T employee must have been on step 10 in the previous school year as well the current school year in which payment is sought.

Effective September 1, 2015, increase the salary schedule by one and a quarter percent (1.25%).

Effective September 1, 2016, increase the salary schedule by one percent (1%).

Effective September 1, 2017, increase the salary schedule by one percent (1%).

APPENDIX B

Framingham Teachers Association Unit T Evaluation Process Revised 6/2013

1. All parties agree that all evaluations shall be done via a paperless system such as TeachPoint or other electronic evaluation system as determined by the Office of Academic Operations.
2. On or before September 15 of each academic year, the Unit T's Principal and/or Framingham Public School Administrator shall review the expectations for Unit T members as well as the evaluation tool for the eight categories to be evaluated.

In the event that a member transfers to a new work location, this meeting shall be held within fifteen (15) work days.

After said meeting, the supervising teacher(s) and the unit member shall sign and date the evaluation form to be used.

3. On or before March 15 of each academic year, the supervising teacher(s) will meet with an FPS Administrator (Principal, Vice-Principal, Director, Department Head, and or Special Team Education/Evaluation Coordinator) to review the performance of each unit member.

Following the meeting between the supervising teacher and the FPS administrator, the unit member will meet with the FPS Administrator. The unit member will have the option of providing evidence to the FPS Administrator on their performance of any of the Position Functions. This evidence must be considered by the FPS Administrator.

With input from the supervising teacher(s), the FPS Administrator will complete the annual evaluation of the unit member on or before April 1st of each academic year. For each category that the unit member is rated "needs improvement" or "unsatisfactory", the FPS Administrator will provide grounds to support this rating.

In the event that a Unit T member transfers to a new work location, or is out on extended leave, the evaluation of the Unit T member shall be completed not fewer than forty (40) consecutive work days in the new location or not fewer than forty (40) consecutive work days after the Unit T member returns from leave.

4. An FPS Administrator, supervising teacher(s), and unit member will meet to review and discuss the evaluation. Said meeting shall occur prior to the start of the February vacation. At the conclusion of said meeting, the FPS Administrator, supervising teacher(s) and the unit member shall sign and date the evaluation form and the unit member shall receive a copy of the signed evaluation form. Signature of the unit member indicates receipt of the evaluation and does not indicate agreement with the evaluation.

5. A member will be given two (2) weeks from receipt of an evaluation to attach his/her comments. Evaluations will be placed in the individual's personnel folder.
6. Two or more rankings of unsatisfactory or four or more rankings of unsatisfactory and/or needs improvement will necessitate the creation of an improvement plan. An FPS Administrator (Principal, Vice-Principal, Director, Department Head, and or Special Education/Evaluation Coordinator) will meet with the individual Unit member and, if desired by the unit member, a representative from the Association, to develop an Improvement Plan with input from the teacher and the unit member. The unit member and evaluator shall come prepared to discuss areas of improvement and suggestions for improvement. The final recommendations for areas of improvement shall rest with the FPS Administrator.

Improvement plans shall be in place on or before April 15 of each academic year. An FPS Administrator will complete a formal observation evaluation of an individual on an improvement plan on or before June 1 of each academic year.

In the event that a unit member under an Improvement Plan is transferred to a new work location, the new FPS Administrator and the former FPS administrator shall meet to discuss the improvement plan and its contents. If the contents of the former improvement plan do not adhere to the new building location, the new FPS administrator shall meet with the unit member, and if desired by the unit member, a representative from the Association, and develop a Revised Improvement Plan. Said plan will be developed with input from the supervising teacher(s) and unit member. The unit member and evaluator shall come prepared to discuss areas of improvement and suggestions for improvement. The final recommendations for areas of improvement shall rest with the FPS Administrator.

FRAMINGHAM PUBLIC SCHOOLS
EDUCATIONAL SUPPORT PARAPROFESSIONAL
EVALUATION

PARAPROFESSIONAL: _____ **DEPARTMENT:** _____

Principal: _____

EVALUATOR: _____

The Evaluator, Supervising Teacher(s) and the Paraprofessional have reviewed the expectations for all Position Functions below.

Evaluator: _____

Date: _____

Supervising Teacher(s): _____

Date: _____

Paraprofessional: _____

Date: _____

<i>POSITION FUNCTIONS</i>	E X C E D S E X P E C T A T I O N S	M E E T S E X P E C T A T I O N S	N E E D S I M P R O V E M E N T	U N S A T I S F A C T O R Y	N O T A P P L I C A B L E	COMMENTS
Quality of Work and Service: ability to work independently, demonstrated follow through on assigned tasks, adherence to school policies and procedures.						

Problem Solving: ability to make decisions and solve problems independently when appropriate.						
Initiative: shows self-direction, uses time effectively, and meets deadlines.						
<i>POSITION FUNCTIONS</i>	E X C E E D S E X P E C T A T I O N S	M E E T S E X P E C T A T I O N S	N E E D S I M P R O V E M E N T	U N S A T I S F A C T O R Y	N O T A P P L I C A B L E	COMMENTS
Inter-personal Skills: demonstrates good inter-personal skills with students, the classroom teacher, other staff, parents and administration.						
Reliability and Dependability: dependable and reliable in conforming to work schedules.						

<p>Program Implementation: follows through with the Evaluator and/or Teacher directions regarding classroom expectations and student programs.</p>						
<p>Communication Skills: BILINGUAL possesses necessary oral and written language skills in both the native language and English.</p>						
<p>Communication Skills: STANDARD possesses necessary oral and written language skills</p>						
<p><i>POSITION FUNCTIONS</i></p>	<p>E X C E E D S E X P E C T A T I O N S</p>	<p>M E E T S E X P E C T A T I O N S</p>	<p>N E E D S I M P R O V E M E N T</p>	<p>U N S A T I S F A C T O R Y</p>	<p>N O T A P P L I C A B L E</p>	<p>COMMENTS</p>
<p>Instructional Skills: familiar with instructional materials and programs; works with students 1:1 and or small groups effectively</p>						

Other Commendations and Recommendations:

PRINCIPAL'S COMMENTS:

EVALUATOR'S COMMENTS:

CLASSROOM TEACHER'S COMMENTS:

EMPLOYEE'S COMMENTS:

Principal's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

Teacher's Signature: _____

Date: _____

Paraprofessional's Signature: _____

Date: _____

(Signature acknowledges receipt only)

APPENDIX C

**SIDE LETTER AGREEMENT
BETWEEN
FRAMINGHAM SCHOOL COMMITTEE
AND FRAMINGHAM TEACHERS ASSOCIATION
UNIT T**

WHEREAS, the Framingham School Committee (the “Committee”) and the Framingham Teachers Association, Unit T (the “Association”) have been unable to reach agreement on the issue of whether duty free lunch periods for unit members are paid or unpaid, the parties hereby agree as follows:

1. The Association maintains its position that the collective bargaining agreement requires that duty free lunch periods of thirty (30) minutes be paid by the Committee. Without waiving this position, the Association agrees that it will not file a grievance concerning this issue at any time before September 1, 2013. The Association further agrees that should its position be upheld by an arbitrator, no remedy for any failure by the Committee to pay unit members for a duty free lunch period shall cover any period before September 1, 2013.

2. The Committee maintains its position that the collective bargaining agreement does not require it to pay for duty free lunch periods of thirty (30) minutes. In the event the Association chooses to file a grievance concerning the lunch period issue, the Committee agrees to waive any timeliness issues concerning the filing of the grievance. The Committee, however, reserves the right to take the position that any remedy for an alleged violation of the collective bargaining agreement by the Committee shall not be retroactive for more than ten (10) school days before the filing of the grievance.

Framingham Teachers Association, Unit T

Framingham School Committee

