

# **AGREEMENT**

*between the*

**FRAMINGHAM SCHOOL COMMITTEE**

*and the*

**FRAMINGHAM TEACHERS ASSOCIATION**

**UNIT S**

July 1, 2015– June 30, 2018

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## **AGREEMENT**

*This Agreement* is made and entered into as of the first day of July, 2015 by and between the Framingham School Committee (hereinafter referred to as the "Committee") and the Framingham Teachers Association, Unit S (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 twelve month, ten month, and regular part-time clerical employees including the following job titles: Secretary, Administrative Secretary, Executive Secretary, Officer Manager, Accounts Payable Specialist, Payroll Specialist, Head Accounts Payable Specialist, Head Payroll Specialist, Food Services Specialist, Head Food Services Specialist and excluding the Administrative Assistant to Superintendent, Secretary to Superintendent, School Accountant, School Committee Secretary, Special Education Comptroller, and Administrative Secretary to the Head of Human Resources, all casual and temporary employees and all other employees of the School Committee.

### **ARTICLE 2** **PREAMBLE**

The Framingham School Committee and the Framingham Public Schools Secretarial Association recognize that secretaries and accountants are an integral part of the operation of the Framingham Public Schools.

### **ARTICLE 3** **NEGOTIATION PROCEDURE**

A. Not later than January 1st of the year in which this Agreement expires the Committee and the Association agree to enter negotiations over a successor Agreement.

B. Any Agreement reached between the Committee and the Association will be reduced in writing, will be signed by the Committee and the Association, and will become an addendum to this Agreement.

### **ARTICLE 4** **GRIEVANCE PROCEDURE**

A. A grievance is hereby defined to mean a dispute involving the meaning, interpretation, or application of the contract.

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 Chairman 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.

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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 Personnel Committee of the Association, or any other participant in the grievance procedure by reasons of such participation.

E. A grievance that effects a group of employees from a different building, or department, or is of a general nature, may be submitted in writing by the Association to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

F. If any employee covered by this contract shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this contract. The Association shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.

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 in writing 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, s/he or his/her designee, shall meet with the aggrieved employee and the said chairman, or his/her designee, in an effort to settle the grievance.

### **LEVEL THREE:**

A. In the event that the grievance shall not have been disposed of 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 Director of Human Resources 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. The Superintendent shall represent the School Committee at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, he or his designee, shall meet with the aggrieved employee and the said chairman, or his designee, in an effort to settle the grievance.

### **LEVEL FOUR:**

In the event that the grievance shall not have been disposed of at Level Three or in the event that no decision has been rendered within ten (10) school days after the Level Three meeting, the grievance shall be referred in writing to the School Committee. At its next regular School Committee meeting, or at a special meeting called for the purpose of considering the grievance, the School Committee shall meet with the Association in an effort to settle the grievance.

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## **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 has 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 Four, 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 Board of Conciliation and Arbitration, in accordance with its rules and regulations.

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

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 binding and final upon both parties.

D. The costs of 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 5** **TRAVEL ALLOWANCE**

A travel allowance at the current applicable rate per mile as paid to other school department employees will be paid to an employee when it is necessary for her to use her automobile in the course of her employment. Such use must be authorized by her immediate supervisor in advance.

## **ARTICLE 6** **FILLING POSITIONS**

A. All personnel shall be notified in writing of vacancies in regularly assigned positions and newly created positions by a posting of a vacancy on the Framingham Public School website and linking a message to all bargaining unit members' e-mail address and a notice of the vacancy in each school building and by notice addressed to the chairperson of the Association as far in advance of the appointment as possible.

B. Employees desiring such positions shall, within five (5) working days after such posting, apply electronically to the Office of Human Resources.

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

D. Although the consideration of qualifications and subsequent appointment is reserved to the discretion of the School Committee, current Unit S members will be guaranteed an interview. Applicants presently serving in FPS will be preferred if equally qualified as the external candidates. Preference will be given to applicants presently serving in the Framingham Public Schools. If current Unit S member is not chosen, said Unit S member has the right to meet with the Head of Human Resources or designee to review the interview and reasons for non-selection.

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E. Receipt of applications from current unit members shall be acknowledged prior to the start of the selection process.

F. If the number of hours required in a position are increased, then the incumbent employee shall have the first right of refusal. If the incumbent is unable to increase the number of hours, then they shall be eligible for benefits under Article 22. If the incumbent chooses to fill the position with additional hours then the position will not be posted.

G. If an employee voluntarily accepts a position outside of this Unit in the Framingham Public Schools that involves duties similar to, or related to office or clerical work, she/he will maintain but not accrue seniority for up to six (6) months. During this six (6) month period the employee's right to return to a bargaining unit position is confined to vacancies. After this six (6) month period, she/he will lose all seniority rights. If an employee accepts a position outside of this unit that does not involve duties similar to, or related to office or clerical work, she/he will lose all seniority in this bargaining unit.

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## ARTICLE 7 SERVICE FOR BENEFITS

Service for eligibility for benefits shall be determined by the last period of continuous and unbroken service commencing on the effective date of appointment to a position in the bargaining unit.

Any employee who, prior to July 1, 1982, enjoyed a benefit greater than would be provided by the paragraph immediately preceding will not suffer a reduced benefit. However, the paragraph immediately preceding will govern future new benefits or increase in benefits.

## ARTICLE 8 HOLIDAYS

A. All twelve month full time and permanent (regularly scheduled) part time employees shall be granted the following holidays with pay whenever the holiday falls on a regular work day, or, within the employee's vacation period.

New Years Day  
Good Friday  
Washington's Birthday  
Patriot's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Day before Christmas Day  
Christmas Day  
Martin Luther King Day

B. Permanent (regularly scheduled) part-time ten (10) month employees who are scheduled to work twenty-five (25) hours or more per week shall receive eight (8) paid holidays in the same manner as do full time ten (10) month employees.

C. When Independence Day, Veteran's Day or New Years Day falls on a Saturday at the discretion of the Superintendent, it (they) may either be taken the Friday immediately preceding, Monday following, or as a floating holiday to be taken within six (6) months.

D. Where the word "day" or "days" is used with reference to permanent part time employees in this and any other article dealing with time off with pay benefits, it shall mean the daily number of hours such permanent part time employee is usually and continuously scheduled.

## ARTICLE 9 SICK LEAVE

A. An indefinite number of days may be accumulated. The benefits described in this Article are applicable to ten (10) and twelve (12) month full time employees and ten (10) and twelve (12) month permanent (regularly scheduled) part time employees scheduled to work twenty-five (25) hours per week or more.

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B. Cumulation will begin as of the date of the unit member's employment within the unit and at the rate of one (1) day per month until the beginning of the next calendar year. Thus, the number of days will vary from one (1) to eleven (11).

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

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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 Unit S member must have a minimum of fifty (50) sick days accumulated at the point of retirement.
- b. For every sick day beyond fifty (50), the Unit S member will be paid the amount of one hundred and fifty dollars (\$150.00) for each unused sick day. For Unit S members working less than full time at the time of retirement, the daily rate will be pro-rated.
- 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**

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## TEMPORARY LEAVES OF ABSENCE

A. Death in the Family: Employees shall be allowed a period of five (5) consecutive work days absence without loss of pay each time there is a death in his/her immediate family. In the case of unusual circumstances such as death or funeral out of state, or delayed funeral not covered by the above, adjustment to the five (5) consecutive work days, additional time off with pay may be granted by the Superintendent or Head of Human Resources. 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 Superintendent or Head of Human Resources 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 Superintendent or Head of Human Resources.

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 Superintendent or Head of Human Resources. 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 Superintendent or Head of Human Resources.

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E. All benefits to which a person was entitled at the time her/his unpaid leave of absence commenced, including unused benefit time, will be restored upon her/his return, and she/he will be assigned at the discretion of the Superintendent or Head of Human Resources to the same position, or one substantially equivalent to the one she/he 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 to the Superintendent or Head of Human Resources. Decisions on these requests will be confirmed in writing.

G. Extended leaves of absence apply to twelve (12) month and ten (10) month Unit S members 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/he would have achieved had she/he been actively employed in the system during the period of her/his absence up to a maximum of four (4) years.

I. An employee may exercise her rights to maternity leave of up to eight consecutive weeks leave of absence consistent with G.L. 149, §105D which shall include the date of delivery or termination of pregnancy. A Unit S member on maternity leave, upon written request, shall be entitled to utilize accrued benefit time. Maternity leave without pay of up to one (1) year will be granted. An additional period of 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 Framingham Public Schools (FPS) during the leave and will be placed on the salary schedule at the level she would have achieved had she not been absent on paid leave.

J. A Unit S member shall be granted ten (10) days of absence from employment, to be deducted from accrued benefit time, for the purpose of paternity leave. The employee shall notify, in writing, the Human Resources Offices of said absence at least two (2) months prior to the anticipated departure. This article will sunset on June 30, 2018 to allow for its review.

K. A Unit S member shall be granted ten (10) workdays to be deducted from accrued benefit time for the purpose of adopting a child. In the case of an international adoption, any employee may use an additional five (5) days for a total of fifteen (15) days for that purpose. The provision of this Article shall be limited to one (1) parent. Any employee who adopts a child shall be granted an unpaid leave of absence from employment for up to eight (8) weeks following the adoption, upon request.

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.

M. Unit S members shall have the option to continue such insurance benefits as they might indicate, individually assuming the employee contribution of such programs during the leave subject to the terms of the insurance contract between the School Department and the insurance carrier, provided such premiums are paid when billed by the Town of Framingham Human Resources. Any unused accumulated sick leave will be retained, but no additional sick leave will be accrued until return to service.

### **ARTICLE 12** **USE OF SCHOOL MAIL**

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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 twelve month (12 mos) Unit S members 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.

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. 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.

D. 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.

E. 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.

F. Whenever an employee is not granted vacation to which she/he is entitled because

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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.

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### **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.

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## 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 will receive their first step increase effective on the day immediately following the completion of probationary period for 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 1<sup>st</sup> of each year.

The salary schedule will be attached to this collective bargaining agreement and incorporated by reference as Appendix A. Additional hours for bargaining Unit S work will be first offered to bargaining Unit S member and when awarded the bargaining Unit S member shall receive his/her hourly rate. If these additional hours are not filled by a bargaining Unit S member, the individual completing these additional hours shall be paid at the rate of \$15.00 per hour.

## 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 evaluation of employees will be conducted professionally, openly, and with full knowledge of the employee by his/her immediate supervisor. Employees shall be given evaluation reports to be delivered through paperless electronic means prepared by his/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 joint labor committee will be formed to exclusively reopen the agreement to develop a modified evaluation system and job descriptions for all bargaining unit positions. This joint committee will be formed no later than 3/15/16. This joint labor committee should report their

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findings on the status of job descriptions and evaluation tool by 10/1/16 to all unit members, school committee and union leadership with semiannual reports thereafter. Any changes to the current evaluation system and/or job descriptions shall be ratified by the parties and attached to the collective bargaining agreement. This paragraph will sunset on 6/30/2018.

### **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. The employer shall agree not to initiate any involuntary transfers for bargaining Unit S members 30 days prior to a reduction in force, barring any unforeseen budgeting changes and six months after the completion of the reduction of force process. 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

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position for the remainder of the school year or for six (6) months, whichever is the later.

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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

## CONTRACT -UNIT S

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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.

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 from duties because of lack of work or for other legitimate reasons, 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 systems 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. Modifications or alterations of working hours, Unit S members should communicate their concerns to Human Resource Department and/or Union leadership.

### **ARTICLE 24** **WAIVER PROVISIONS**

A. The Association and the Committee agree that each has had a right to bargain for any provision that they wished in this Agreement and each expressly waives the right to reopen the

## CONTRACT -UNIT S

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contract for any further demands or proposals and agree that the present contract constitutes a complete agreement on all matters and that if other proposals have been made, they have been withdrawn without prejudice in consideration of the Agreement.

B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

### **ARTICLE 25** **DUES**

A. The employer agrees to deduct the monthly Association dues from the earnings of any employee who has executed and authorization form. Such deductions shall be in the amount specified on the authorization form and shall be made in accordance with the terms of such authorization form. Dues will be deducted for a period of forty-four (44) weeks for ten (10) month employees and fifty-two (52) weeks for twelve (12) month employees. Withheld amounts will be forwarded to the Treasurer of the Secretarial Association as soon as practical following the actual withholding, together with a record of the amount and the name of those for whom the deductions have been made.

B. The Framingham School Committee agrees to deduct yearly as a condition of employment an agency service fee in accordance with the provisions of M.G.L. ch. 180, §171 and ch. 150E, §12. These fees will be deducted from members of the bargaining unit who are not members of the Framingham Secretarial Association. The Agency Service Fee may be paid in one lump sum or deducted in the same manner as the Association dues stated in Section A above.

### **ARTICLE 26** **STORM DAYS**

Upon notice by the Superintendent, in the event of inclement weather, members of the unit required to work on storm days (12 month secretaries) need not report for work. It is intended that the notice requirement be separate and distinct from the notice relative to the cancellation of classes for students and faculty. Said notice shall specifically state that the members of the unit covered by this contract need not report for work. No deductions from pay shall take place as a result hereof.

When a state of Emergency is declared by the state, no bargaining unit members will be required to report to work. Effective the 2013-2014 school year, employees will be notified by the FPS when their building is plowed and accessible, so employees can report to work. The parties agree to meet to discuss a mutually agreeable system, to notify bargaining unit members that the building they work in is plowed and accessible and they should report to work.

### **ARTICLE 27** **HEALTH ROOM DUTIES**

A secretary will not be required to administer medication to any student. However, within Massachusetts Law, (C. 94C), and regulations adopted by the Department of Public Health (105 CMR 210.000) and guidelines developed by the Framingham School Health Department, and consistent with such laws, regulations and guidelines, secretaries may voluntarily agree to administer prescription medications to students.

A secretary's agreement to administer medications shall not be a job requirement nor a criterion for secretarial evaluations.

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## **ARTICLE 28** **JURY DUTY**

In accordance with Chapter 234A of the General Laws of Massachusetts, any employee required to be absent from work because of Jury Duty shall be paid the difference, if any, between his/her regular wages and the amount he/she receives as pay as a Juror.

## **ARTICLE 29** **PROBATIONARY EMPLOYEES**

New hired employees or employees from outside the bargaining unit who transfer into positions covered by this Agreement shall be probationary employees during the first ninety (90) consecutive calendar days of employment in positions covered by this Agreement. Their performance will be evaluated before the end of their probationary period, and, if determined satisfactory and retained, will become regular employees and seniority and service will date from effective date of appointment. The 90 consecutive calendar days probationary period for newly hired Unit S employees can be extended in accordance with time lost due to extenuating circumstances (i.e.: illness, supervisory changes) upon mutual agreement of employee, supervisors and union representative/president(s).

Probationary employees will be eligible for benefits as specified in this Agreement. See also Article 20.

## **ARTICLE 30** **PROFESSIONAL DEVELOPMENT**

Attendance at professional education workshop conferences and seminars approved by the employee's supervisor and the Director of Human Resources shall not result in loss of pay.

Employees may enroll in extension and evening school courses offered by the Framingham Public Schools without tuition or registration fee charge on a space available basis provided such attendance does not result in increased cost to the School Department, or to other participants. Any time off during working hours to attend these courses is contingent upon prior approval by the employee's supervisor and the Director of Human Resources.

The School Committee agrees to reimburse reasonable expenses (including fees, meals, lodging, and transportation) incurred by employees whose attendance at workshops, seminars, conferences, courses or other professional improvement sessions has been approved in advance by the employee's supervisor, the Director of Human Resources, and the Superintendent.

Time off with pay, not to exceed a total of eight (8) people days per contract year, for entire Secretarial Association, may be granted to permit employees to attend City, County, State, or National Association conferences and conventions, provided approval in advance is granted by the Superintendent of Schools. A professional development committee shall be established with representatives from the Association and the School Committee, the purpose of which shall be to identify the professional needs of the secretarial staff in the Framingham school district. The school district will set aside five thousand dollars (\$5,000.00) per year for the purposes of this Article. For the first year of this contract, July 1, 2015 through June 30, 2016, reduce the Professional Development amount by \$2,000.00.

Commencing July 1, 2011, members of the Association will receive two half-days of professional development to be planned and administered by the professional development committee. Any funds necessary for this purpose shall be obtained from the \$5,000.00 referred to in

## CONTRACT -UNIT S

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this Article. For the first year of this contract, July 1, 2015 through June 30, 2016, reduce the Professional Development amount by \$2,000.00.

Commencing July 1, 2011, members of the Association shall be eligible for an annual stipend for training and responsibilities relating to X2 and VOIP. The stipend will be based on FTEs as follows: Three hundred and ten dollars (\$310.00) for ten (10) month employees and four hundred and ten dollars (\$410.00) for twelve (12) month employees. Stipend will be paid in a lump sum on the ninety-ninth (99<sup>th</sup>) day for ten (10) month employees and mid-year (January 1) for twelve (12) month employees.

The district agrees to pay all costs associated with the fingerprinting expense as required by the new law, An Act Relative to Background Checks, for all Unit S members as of 3/1/16. Effective July 1, 2015, which the committee has previously allocated for the purpose of professional development will instead be available to cover the fingerprinting costs of all Unit S 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 S 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.

### **ARTICLE 31** **DURATION**

The provisions of this Agreement will be effective as of July 1, 2015 and will remain in full force and effect through June 30, 2018.

### **ARTICLE 32** **EMPLOYER CONTRIBUTIONS TO BENEFIT PLANS**

A. Pursuant to the provisions of Chapter 697 of the Acts of 1987 (the Public Employee Pension Reform Act), the Framingham School Committee agrees to make the necessary changes in its payroll procedures to allow employee contributions to health insurance, to be paid with pretax earnings.

B. The School Committee agrees to provide a flexible spending care plan. It will offer a dependent care plan (D-CAP) and medical care account plan (MED-CAP).

### **ARTICLE 33** **OVERTIME**

All overtime must be approved in advance, by a supervisor. For all actually worked overtime hours under forty (40) hours in a week, an employee may receive either compensatory time or paid time, as is agreed upon by the employee and the supervisor. In both cases, the rate is hour for hour.

For all actually worked overtime hours over forty (40) hours in a week, an employee will receive pay at the rate of time and one-half her regular hourly rate of pay.

Compensatory time may not be accumulated beyond seven (7) hours.

Effective the 2014-15 school year, the work year for 10 month bargaining unit employees shall be 200 days. Their work year shall include one day immediately after the student year and one professional development day during the student year. This professional development day shall be designated by the Framingham Public Schools. Additional days that need to be worked after June

# CONTRACT -UNIT S

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30 can be worked any time up until July 31, provided all parties mutually agree.

## **ARTICLE 34** **ORDERLY RETIREMENT PLAN**

A secretary who gives timely notice of intent to retire from the Framingham School Department shall be eligible, upon retirement, for a payment of seventy-five dollars (\$75.00) for each full year of continuous service in the Framingham School Department, subject to the following terms and conditions.

1. For ten (10) month employees, retirement and last day worked must coincide with last work day of a school year.
2. Notice of intent to retire must be received by the Superintendent or his designee at least ninety (90) days prior to the intended date of retirement.
3. Service is calculated as of last day worked.
4. An amount equal to the secretary's daily rate of pay, multiplied by the number of sick days paid for in excess of fifteen (15), during the period between receipt of notice and the last day of school of that school year, shall be deducted from such payment.

A member of the Association who accesses both the Orderly Retirement Plan and the Sick Leave Buy-Back provisions of this Contract, may not receive a combined benefit in excess of Five Thousand Dollars (\$5,000.00).

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.

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FRAMINGHAM SCHOOL COMMITTEE

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FRAMINGHAM PUBLIC  
SCHOOLS SECRETARIAL  
ASSOCIATION

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# CONTRACT -UNIT S

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## APPENDIX A

- Effective July 1, 2012 increase the salary schedule 1% across the board.  
Effective July 1, 2012 revise the HD payroll Specialist/HD Acc 12 month/HR Specialist as provided below.  
Effective July 1, 2013 increase the salary schedule 1.5% across the board.  
Effective July 1, 2013 increase step 10 an additional .5% across the board.  
Effective July 1, 2013 add at 16 years of service a new Supermax step at a rate equal to an additional \$1500 for ten month employees and \$1800 for 12 month employees.  
Effective July 1, 2014 increase the salary schedule 1.5% across the board.  
Effective July 1, 2014 add at 19 years of service a new Supermax step at a rate equal to an additional \$1900 for ten month employees and \$2200 for 12 month employees.  
Effective January 1, 2016, increase salary schedule 0.5%.  
Effective July 1, 2016 increase the salary schedule 1.75%.  
Effective July 1, 2017 increase the salary schedule 2.00%.

See attached salary schedule.

## APPENDIX A FOOTNOTES

- A) A unit member who transfers to a new position within the unit will be placed on the same step the employee would have been on if no transfer had occurred.
- B) A new employee hired from a Town of Framingham or non-unit Framingham School Department clerical position who is employed for seventeen and one-half hours (17.5) or more per week will be given step credit for each year of unbroken service in the Town or School Department employment. Authorized leave will not be considered a break in service.
- C) Newly hired employees will be placed at an appropriate step on the secretarial salary schedule taking into account the individual's relevant background and experience.
- D) Ten (10) month salaries are calculated by the following formula: 12 months divided by 260 days. Multiply the result by 198 days (which includes 8 paid holidays). The resulting annual salary will be paid in 44 equal weekly payments. Effective July 1, 2014, Ten month salaries are calculated by following the formula: 12 months divided by 260 days. Multiply the results by 200 days (which includes 8 paid holidays). The resulting annual salary will be paid in 44 equal weekly payments.
- E) Supermax Step - Eligibility for the Supermax Step is determined by years of membership within the Framingham School Secretarial Association Unit. Award of Supermax will be made upon the anniversary of date of eligibility. Effective July 1, 2007, a member shall be eligible for Supermax after completing twelve (12) years of service in the Unit.
- F) Effective July 1, 2007, the Supermax Step is One Thousand One Hundred Dollars (\$1,100.00) over Step 10 for twelve (12) month employees and Nine Hundred Dollars (\$900.00) over Step 10 for ten (10) month employees. Effective July 1, 2009, the Supermax Step is One Thousand Three Hundred Dollars (\$1,300.00) over Step 10 for twelve (12) month employees and One Thousand and Fifty Dollars (\$1,050.00) over Step 10 for ten (10) month employees. Effective July 1, 2010, the Supermax Step is One

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Thousand Five Hundred Dollars (\$1,500.00) over Step 10 for twelve (12) month employees and One Thousand Two Hundred Dollars (\$1,200.00) over Step 10 for ten (10) month employees.

**G)** Permanent part-time secretaries are paid according to the appropriate FTE for their position.

**H)** Effective 3/1/16, all new Unit S employees will be paid via direct deposit, electronically paperless payments only.

**I.** The title of the current 12 month secretary who is assigned to the office of Community Resource will be re-classified to Executive Assistant effective 7/1/15.

**J.** The title of the 12 month secretary who is assigned to the office of Adult ESL will be re-classified to Executive Assistant effective 7/1/15.

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