## Unit S MOA Appendix of CBA proposed changes/updates

- 1. Update agreement dates
- 2. ARTICLE 1 RECOGNITION: proposal to rename the classifications as detailed
- ARTICLE 6 FILLING POSITIONS: details changes to job alerts and applying for positions
- 4. ARTICLE 8 HOLIDAYS: adding holidays to 10 month unit S members who work over 25 hours
- ARTICLE 5 TEMPORARY LEAVES OF ABSENCE: update bereavement language to match unit A & housekeeping on personal day language/additional language added for personal days/Life event
- 6. ARTICLE 11 EXTENDED LEAVES OF ABSENCE: updates parental leave to match unit A and be in line with law
- 7. ARTICLE 13 VACATION POLICY: clarifies language for 12 month unit S employees vacation
- 8. ARTICLE 20 SALARIES: clarifies placement on salary table for new hires and details proposal to pay 10 month unit S employees in 21 or 26 biweekly equal pays
- 9. ARTICLE 21 EVALUATION AND PERSONNEL FILES: proposes to create a joint labor committee to review job descriptions
- 10. ARTICLE 22 RIF PROCEDURES: updated to include proposed classification names
- 11. ARTICLE 25 DUES: updated to proposed 21 or 26 biweekly equal pays
- 12. ARTICLE 26 STORM DAYS: clarifies school delays do not include unit S unless superintendent authorizes
- 13. ARTICLE 30 PROFESSIONAL DEVELOPMENT: eliminates X2 & VOIP stipend for any unit S employee hired after January 1, 2019
- 14. ARTICLE 33 OVERTIME: adds language around extra hours and extra work. Also details additional work days for 10 month employees
- 15. ARTICLE 35 SUPERMAX: details supermax steps

- 16. APPENDIX A SALARY SCHEDULE: details increases by year and include salary tables
- 17. FOOTNOTE: details supermax and also includes dates of pays for 21 and 26 biweekly equal pays.

#### FRAMINGHAM SCHOOL COMMITTEE AND FRAMINGHAM TEACHERS ASSOCIATION

#### MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Framingham School Committee ("Committee") and the Framingham Teachers Association, Framingham Secretarial Unit, Unit S ("Association").

**WHEREAS,** the Committee and the Association are parties to a Collective Bargaining Agreement for the period of July 1, 2015 through and including June 30, 2018; and,

**WHEREAS**, the duly-authorized representatives of the Committee and the duly authorized representatives of the Association have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement; and

**WHEREAS**, said representatives of the Committee and the Association have, subject to ratification by the membership of the Committee and the Association, agreed to a successor agreement for the period of <u>July 1, 2018</u> through and including <u>June 30, 2021</u>;

**NOW, THEREFORE**, in consideration of mutual promises and covenants set forth herein, the Parties hereto agree as follows:

#### 1. **Prior Agreement**

This Agreement is made and entered into as of the first day of July 2018 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").

2. **ARTICLE 1 RECOGNITION** Make changes in bold:

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 administrative support 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 following: Administrative Assistant to Superintendent, Secretary to Superintendent, School Accountant, School Committee Secretary, Special Education Comptroller, and Administrative Secretary to the Head of Human Resources. During the term of this Agreement, the aforementioned titles will be re-classified as follows: District Level Executive Assistant, District Level Administrative Analyst, Office Manager, District Level Administrative Specialist, District Level Administrative Assistant and Assistant Office Manager, provided the following shall be excluded: the Executive Assistant to the Superintendent of Schools, the Executive Assistant for the Assistant Superintendent of Human Resources, the Executive Assistant to the School Committee, and the Special Education Comptroller, as well as all casual and temporary employees and all other employees of School Committee.

New as of July 1, 2018	Prior to July 1, 2018
District Level Executive Assistant	Executive Assistant
District Level Administrative Analyst	Head Payroll Head Accounts Payable HR Specialist
Office Manager	Office Manager Payroll Specialist 12 Month
District Level Administrative Specialist	Accounts Payable Specialist 12 Month Senior Food Services Specialist 10 Month
District Level Administrative Assistant	District Specialist Food Services Specialist
Assistant Office Manager	Secretary 10 and 12 Month

The Executive Assistant position for the Principal of Framingham High School will cease to exist once the current employee vacates the position.

#### 3. ARTICLE 6 FILLING POSITIONS Make changes in bold:

A. All personnel employees 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 Schools website and linking a message to all bargaining unit employees' email addresses and a notice of a vacancy in each school building and by notices addressed to the chairperson of the Association as far in advance of the appointment is possible.

A. Effective July 1, 2018, all Unit S employees shall be provided with instructions on how to access the District's automatic job alerts for when a Unit S position is available. This access will provide the new job postings to all employees on Sundays on a weekly basis. This practice will be reviewed by the parties after one year from the date of ratification of this Agreement for any necessary adjustments.

B. Employees desiring such positions shall, within five (5) working days after such posting, apply electronically to the Office of Human Resources It is the responsibility of all Unit S employees desiring a posted position to apply for the position within five (5) working days after the job alert has been placed.

#### 4. **ARTICLE 8 HOLIDAYS** Make changes in bold:

B. **Effective July 1, 2018**, permanent (regularly scheduled) part-time ten (10) month **employees Unit S employees** employees who are scheduled to work twenty-five (25) hours or more per week shall receive **eight (8) nine (9)** paid holidays in the same manner as full time ten (10) month **employees Unit S employees**.

Effective July 1, 2019, permanent (regularly scheduled) part-time ten (10) month Unit S employees who are scheduled to work twenty-five (25) hours or more per week shall receive ten (10) paid holidays in the same manner as full time ten (10) month Unit S employees.

Effective July 1, 2020, permanent (regularly scheduled) part-time ten (10) month Unit S employees who are scheduled to work twenty-five (25) hours or more per week shall receive twelve (12) paid holidays in the same manner as full time ten (10) month Unit S 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. <u>When Christmas Eve and Christmas Day fall on a Saturday</u> <u>and/or a Sunday, the holiday shall be taken on the Monday and/or Tuesday</u> <u>immediately following such Saturday and/or Sunday.</u>

#### 5. **ARTICLE 10 TEMPORARY LEAVE OF ABSENCE** Make changes in bold:

A. <u>Death In the Family</u>: Employees shall be allowed a period of five (5) consecutive work days absence without loss of pay each time there is a death in their 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 of arbitration provision of the Agreement. The total time permitted under this Section A shall not exceed five (5) working days. <u>The immediate family is defined to include mother, father, sister, brother, child, spouse, mother-in-law, father-in-law, father-in-law</u>

grandparent, grandchild, niece, nephew, significant other, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, and uncle. Acknowledging the changing composition of the family unit, the immediate family shall also include step-parents, step-siblings and families with two (2) mothers or two (2) 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 or their designee. One (1) day absence without loss of pay shall be allowed to attend the funeral of a resident of the same household. If further time is required, it will be taken as either a personal or an unpaid day. The computation of bereavement days shall begin the day after the death of the family member. Up to two (2) days per calendar year may be deducted from a Unit S member's sick time and used for bereavement leave on behalf of any person significant to the Unit S employee's life.

B. <u>Personal Days</u>: Three (3) personal days per the calendar year (January to **December**) without a stated reason shall be allowed to each <del>employee</del> Unit S employee</del> for a situation which arises and cannot be handled outside the regular workday. 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 an emergency or a life event. Proof of such emergency situation and/or life event shall be the responsibility of the employee Unit S employee. Except in cases of emergency, personal illness, or absence under provisions of 10-A above, an employee a Unit S employee shall not be granted a personal day unless he/she was they are 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 the Unit S employee's sick day accumulation. Personal days shall be prorated based upon the date of hire for new hires.

#### 6. **ARTICLE 11 EXTENDED LEAVES OF ABSENCE** Make changes in bold:

#### I. Parental Leave

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.

leave of absence. An employee shall be granted an absence from employment for the purpose of parental leave, which shall include leave for the purpose of giving birth to and/or rearing a newly born infant or for the placement of a child under the age of 18, or under the age of 23 if the child is disabled, for adoption, surrogacy, or foster or court ordered placement.

Employees shall have the following options:

1. The employee shall take a leave of absence of eight (8) consecutive weeks which shall include the date of delivery or termination of pregnancy and/or receiving of a child through adoption, surrogacy, or foster or court ordered placement, provided that in the case of adoption, surrogacy, or foster or court ordered placement an employee may use up to five (5) of these days prior to the aforementioned date. The employee shall notify the Office of Human Resources in writing if this is the option they are electing at least two (2) weeks prior to the anticipated departure, or

2. The employee shall return to work on the first day of the work year following the delivery or termination of pregnancy and/or receiving of a child through adoption, surrogacy, or foster or court ordered placement, except if aforementioned occurs during June, July, or August, the employee can elect to return on the first day of the work year one full work year following the event. The employee shall notify the Office of Human Resources in writing if this is the option they are electing at least two (2) months prior to the anticipated departure.

3. A second consecutive work year's leave of absence for the same pregnancy and/or receiving of a child through adoption, surrogacy, or foster or court-ordered placement shall be granted, provided the Unit S member makes such request by the March 1st preceding the work year for which the leave is requested.

4. Seniority will be maintained but not accrued during any total period of continuous parental leave in excess of twelve calendar months if due to the same pregnancy and/or receiving of a child through adoption, surrogacy, or foster or court-ordered placement.

- 1. The employee <u>shall may</u> take a leave of absence of forty (40) consecutive work days or the remainder of the school year, whichever comes first, which shall include the date of delivery or termination of pregnancy <u>and/or receiving of a child through adoption, surrogacy, or foster or court ordered placement, provided that in the case of adoption, surrogacy, or foster or court ordered placement an employee may use up to five (5) of these days prior to the aforementioned date. The following do not count as work days: holidays, weekends, school cancellations and school breaks during the school year. The employee shall notify the Office of Human Resources in writing if this is the option <u>she is they are</u> electing at least two (2) <u>months weeks</u> prior to the anticipated departure.</u>
- 2. It is understood that for 10 (ten) month employees they return to work on the first day of their work year following the delivery or termination of pregnancy <u>except if the delivery occurs or the</u> pregnancy is terminated and/or receiving of a child through adoption, surrogacy, or

**foster or court ordered placement.** In addition, if the aforementioned occurs during the summer break, the employee can elect to return on the first day of the school year one (1) full school year following the event or take a leave of absence up to and including the number of consecutive work days needed to reach the equivalent 40 week days from the event. For example, if the qualifying event occurs 17 weekdays prior to the first work day of the academic year, then the employee can elect to take a leave of absence of up to and including 23 consecutive work days. If the employee elects to return one (1) full school year following the event, the employee shall notify the Office of Human Resources in writing if this is the option she is they are electing at least two (2) months prior to the anticipated departure.

3. A second consecutive year's leave of absence for the same pregnancy <u>and/or receiving of a child</u> <u>through adoption, surrogacy, or foster or court ordered placement</u> shall be granted, provided the employee makes such request by the March 1 preceding the school year for which the leave is requested.

4. Seniority will be maintained but not accrued during any total period of continuous <u>maternity</u> <u>or pregnancy parental</u> leave in excess of twelve calendar months if due to the same pregnancy <u>and/or receiving of a child through adoption, surrogacy, or foster or court</u> <u>ordered placement.</u>

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. Sick Leave. An employee on parental 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 up to and including forty (40) consecutive workdays for employees whose equivalency is 1.0. It is understood that for ten (10) month employees the eight (8) consecutive weeks forty (40) consecutive work days shall not extend over summer break and into fall.

2. Payment of sick leave, as aforementioned, shall be made on the days on which the employee would have been paid had they been working. Accrued sick leave for employees whose full time equivalency is less than 1.0 will be prorated based upon their full time equivalency. Such accrued sick leave shall in no way result in said employee receiving more than a total of <u>forty (40)</u> eight (8) consecutive <u>workdays</u> weeks of paid parental leave.

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. Rights. The School Committee shall not be required to restore an employee on parental leave to their 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 parental leave; provided, however, that such employee on parental leave shall retain any preferential consideration for another position to which they may be entitled as of the date of their leave.

M. Insurance. Unit S employees shall have the option to continue such insurance benefits as they might indicate, individually assuming the **employee contribution** 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 when billed by the **Town** City of Framingham Human Resources, **payable to the City of Framingham**. Any unused accumulated sick leave will be retained, but no additional sick leave will be accrued until return to service.

N. Medical. The Office of Human Resources may require the Unit S employees who is the birth parent to produce a medical certificate that they are physically able to resume their work before returning to work.

O. The provisions of this Article shall be limited to one (1) parent if both parents are Unit S employees.

7. **ARTICLE 13 VACATION POLICY** Make changes in bold:

A. Vacation eligibility for full-time and permanent part-time twelve (12) month Unit S employees regularly scheduled to work twenty-five (25) hours per week or more will be determined by the amount of continuous unbroken service as of the date of the employee's seniority date 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. Vacation eligibility for full-time and permanent part-time twelve (12) month Unit S employees regularly scheduled to work twenty-five (25) hours per week or more will be determined by the amount of continuous unbroken service as of employee's seniority date. the date of employeeship within the bargaining unit.

Our "vacation year" is based upon an anniversary year. This means that a

member's vacation year begins on the date they started work with the district and runs until the day immediately before that date in the next calendar year.

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:

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

Following the aforementioned, a Unit S employee will accumulate vacation according to the following schedule:

The first (1st) day of	To the last day of	Number of Accrued Vacation Days:
The first (1st) year of employment	The (1st) year of employment	6 days
The second (2nd) year of employment	The fourth year (4th) of employment	12 days
The fifth (5th) year of employment	The ninth year (9th) of employment	15 days
The tenth (10th) year of employment	The fourteenth year (14th) of employment	18 days
The fifteenth (15th) year of employment	22 days	
The twentieth (20th) year of employme	ent or more	25 days

These paid vacation days are accrued on a pro-rata basis. Twelve (12) month Unit S employees will be permitted to borrow against the vacation allotment they expect to accrue over the course of a vacation year. However, should their employment with Framingham Public Schools be terminated for any reason, either voluntarily or involuntarily, prior to the time that they have accrued the number of vacation days taken during the vacation year, they will be responsible for reimbursing the district for the amount of used but unaccrued vacation.

D. Except in special circumstances with the approval of the concerned supervisor Office of Human Resources, vacations will be taken by pre-school, high school, and middle school secretaries Office Managers and/or Assistant Office Managers during periods in which school is not in session; however, the current Unit S employee who is in the pre-school Office Manager position as of the execution of this Agreement shall be excluded from such requirement as noted in this provision.

If a pre-school, high school, or middle school Office Manager and/or Assistant Office Manager 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 and/or Director, for substitute administrative support coverage for the entire period of the twelve (12) month Unit S employee's vacation.

<u>G. A ten (10) month employee who transfers to a twelve (12) month position will have the eligible vacation time pro-rated from their date of transfer to a twelve (12) month position to their ten (10) month seniority date. On the aforementioned ten (10) month seniority date, they will receive their full, eligible amount of vacation days in accordance with this Agreement.</u>

#### ARTICLE 17 LUNCH PERIOD

All Unit S employees will be given a duty-free lunch period of  $\frac{\text{at least}}{\text{mass}}$  one (1) hour in the Administration <u>Offices</u> and thirty (30) minutes in the school buildings and a fifteen (15) minute duty free break each morning and each afternoon.

8. **ARTICLE 20 SALARIES** Make changes in bold:

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. Upon ratification of the 2018-2021 Agreement, the above provision will no longer apply.

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

Effective July 1, 2018, the following procedures shall be used in employing any new member of the bargaining unit:

- a. Placement on the salary schedule will be determined by the Office of Human Resources, giving consideration to any and/all past relevant experience, education, and market conditions.
- b. The Office of Human Resources will determine salary scale credit for years of relevant full-time experience and level(s) of education as follows:

_ ·	Education Level				
Experience	High School Diploma	Associates Degree	Bachelor's Degree and Above		
0-3 years	Step 1	Step 2	Step 3		
4-6 years	Step 2	Step 3	Step 4		
7+ years	Step 3	Step 4	Step 5		

- c. The Superintendent of Schools or their designee may depart from the above by making a higher step placement when in their judgment the circumstances require, as long as such judgment is based on the exceptional qualifications of the candidate, market conditions, or other factors that the District deems significant. The District's determination regarding step placement is final and not subject to change via the grievance and/or arbitration procedures.
- d. No one can be hired beyond the standard workweek of thirty-five (35) hours. Unit S employees who currently work beyond thirty-five (35) hours per week shall be grandfathered to maintain their current working hours.
- e. Unit S employees are allowed to work up to an additional five (5) hours beyond the workweek on an as-needed basis within the District. Such position(s) must be approved and advertised electronically in advance by the Office of Human Resources. Such additional hours of work will be first offered to a bargaining Unit S employee, and when awarded said hours, the Unit S employee shall receive their hourly rate. If these additional hours are not filled by a bargaining Unit S employee, the individual completing these additional hours shall be paid at the rate of twenty dollars (\$20.00) per hour.
- f. If a ten (10) month employee Unit S 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.
- g. Effective the 2019-2020 school year, all ten (10) month Unit S employee will transition from a forty four (44) pay cycle to either a twenty one (21) or twenty six (26) pay cycles, with equal and biweekly payments, The aforementioned decision between 21 or 26 pay cycle shall be made by each employee by May 1.

A ten (10) month Unit S employee may change their salary payment basis once each year, provided they notify the Office of Human Resources via TalentEd from May 1 until June 1 immediately preceding the school year for which the change is desired.

- h. In those years in which fifty-three (53) Fridays occur between September 1 and the August 31 immediately following, the parties may mutually agree that on the second Friday following the 26th payment, no payments will be made because the entire annual compensation will have been paid. The parties may mutually agree that the total compensation will be paid in twenty-seven (27) equal payments. The parties must make this decision the year preceding that which has fifty-three (53) Fridays.
- i. In those years where there are more than 52 Fridays, there shall be no more than

three (3) weeks between the last paycheck for a previous school year and the first paycheck for a new school year.

- **j.** The rate of pay for substitute positions will be step 1 of the job category being filled.
- k. Movement to the next step shall take place on January 1 of each year. However, effective the execution of this Agreement, movement to the next step shall take place on January 1, 2019, January 1, 2020, July 1, 2020. Thereafter, movement to the next step shall take place on July 1 of each year.
- I. If a person outside the Unit S is hired on a temporary basis to perform job duties from this Unit S, the person hired shall receive a pay rate of twenty dollars (\$20.00) per hour.
- m. Ten (10) month salaries are calculated by the following formula: <del>12 months</del> 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 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.
  - Effective July 1, 2018, hourly rate multiplied by seven (7) hours per day multiplied by two hundred one (201) days equals annualized salary divide by forty four (44) equal weekly payments.
  - Effective July 1, 2019, hourly rate multiplied by seven (7) hours per day multiplied by two hundred two (202) days equals annualized salary divided by twenty one (21) or twenty six (26) equal bi-weekly payments.
  - Effective July 1, 2020, hourly rate multiplied by seven (7) hours per day multiplied by two hundred four (204) days equals your annualized salary divided by twenty one (21) or twenty six (26) equal bi-weekly payments.

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.

#### 9. **ARTICLE 21 EVALUATION AND PERSONNEL FILES** Replace last paragraph:

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 findings on the status of job descriptions and evaluation tool by 10/1/16 to all unit employees, 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. A joint labor committee will be formed to review job descriptions and classifications for all bargaining Unit S positions. This joint labor committee will be formed no later than April 22, 2019. This joint labor committee should report their findings on the status of job descriptions and classifications by October 1, 2019 to Unit S employees, School Committee or their designee and union leadership with semiannual reports thereafter. Any such review will not result in a reduction in classification for any Unit S employee.

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 June 30, 2021.

# 10. ARTICLE 22 RIF PROCEDURE REDUCTION IN FORCE Make changes in bold:

- 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). During the terms of this Agreement, these titles will be classified as follows: District Level Executive Assistant, Twelve (12) Month District Level Administrative Analyst, Ten (10) Month District Level Administrative Analyst, Twelve (12) Month Office Manager, Ten Month (10) Office Manager, Twelve (12) Month Administrative Specialist, Ten (10) Month Administrative Specialist, Twelve (12) Month Administrative Assistant, Ten (10) Month Administrative Assistant, Twelve (12) Month Office Assistant Manager, and Ten (10) Month Office Assistant Manager.
- In any six (6) month period, no more than one (1) Head Payroll Specialist
  Clerk District Level Administrative Analyst assigned to the main School
  Department payroll unit can be displaced or bumped due to a RIF Reduction in Force elsewhere.

#### RECALL PROCEDURE

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

Effective July 1, 2020, a recalled employee who had worked ninety (90) continuous days in the year beginning July 1, 2020 preceding their layoff and who returns to work in that same calendar year will receive a step increase on the July 1 immediately following return to work. However, if such recalled employee returns to work in a subsequent calendar year before October 1, they will receive a step increase upon return to work, if otherwise eligible.

11. ARTICLE 25 DUES Make changes in bold:

A. The employer agrees to deduct the monthly Association dues from the earnings of any employee who has executed an 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.

Effective July 1, 2019, dues will be deducted for a period of twenty-one (21) or twenty-six (26) weeks for ten (10) month employees and fifty-two (52) weeks for twelve (12) month employees.

#### 12. ARTICLE 26 STORM DAYS

Two (2)-hour delays do not apply to Unit S employees unless authorized by the Superintendent of Schools.

#### 13. **ARTICLE 30 PROFESSIONAL DEVELOPMENT** Replace 6<sup>th</sup> paragraph:

Commencing July 1, 2011, employees 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 ten dollars (\$310) for ten (10) month employees and four hundred ten dollars (\$410) for twelve (12) month employees. Stipend will be paid in a lump sum on the ninety-ninth (99) day for ten (10) month employees and mid-year (January 1) for twelve (12) month employees.

All employees hired before January 1, 2019 will continue to receive the X2 & VOIP stipend. Said Stipend will be paid in a lump sum on the first pay period available during the month of January for both ten (10) and twelve (12) month employees; three hundred

ten dollars (\$310) for ten (10) month employees and four hundred ten dollars (\$410) for twelve (12) month employees. The X2 & VOIP stipend will be eliminated for employees hired after January 1, 2019.

# 14.ARTICLE 33 OVERTIME 35 MISCELLANEOUS(FIRST 3 PARAGRAPHS WILL BE LABELED A, B, C)

<u>D.</u> Effective the 2014-15 school year, the work year for ten (10) month bargaining unit employees shall be two hundred (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 30 can be worked any time up until July 31, provided all parties mutually agree.

 $\underline{E}$ . Any before or after school programs shall not utilize the services of the Unit S employees in a school-based building, and administrative support for such programs will be provided by the Office of Community and Resources Development.

<u>F.</u> ADDITIONAL DAYS: After June 30 all ten (10) month Unit S employees can work at any time up until August 15, provided all parties mutually agree.

<u>G.</u> Permanent part-time Unit S employees are paid according to the appropriate FTE for their positions.

<u>H.</u> Effective March 6, 2016, all <u>new</u> Unit S employees will be paid via direct deposit, electronic paperless payment only.

I. Effective July 1, 2018, the work year for ten (10) month Unit S employees shall increase to two hundred-one (201) days. Effective July 1, 2019, the work year for Unit S employees shall increase to two hundred-two (202) days. Effective July 1, 2020, the work year for Unit S employees shall increase to two hundred-four (204) days, including holidays.

15. ARTICLE 35 SUPERMAX STEP New article: Previously in Footnotes

Eligibility for the Supermax Step is determined by years of employment within the Framingham School Secretarial Association Unit. Award of Supermax will be made upon the anniversary of date of eligibility.

- A Unit S member shall be eligible for Supermax 1 after completing twelve (12) years of service in the Unit. (formerly SM)
- A Unit S member shall be eligible for Supermax 2 after completing sixteen (16) years of service in the Unit. (formerly SM1)

• A Unit S member shall be eligible for Supermax 3 after completing nineteen (19) years of service in the Unit. (formerly SM2)

#### 16. **APPENDIX A SALARY SCHEDULE**

#### Effective July 1, 2018, increase salary by 2.00% Effective July 1, 2019, increase salary by 2.00% Effective July 1, 2020, increase salary by 2.00%

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Step	District Level Executive Assistant	District Level Administrative Analyst	Office Manager	District Level Administrative Specialist	District Level Administrative Assistant	Assistant Office Manager
1	23.52	23.25	22.71	22.21	21.77	21.14
2	23.99	23.70	23.13	22.65	22.21	21.56
3	24.47	24.17	23.60	23.09	22.65	21.98
4	25.42	25.18	24.55	24.05	23.56	22.73
5	26.75	26.54	25.88	25.35	24.86	23.76
6	27.48	27.30	26.60	26.07	25.56	24.26
7	28.37	28.18	27.46	26.93	26.39	25.02
8	28.94	28.75	28.02	27.46	26.93	25.52
9	29.79	29.61	28.86	28.28	27.72	26.29
10	31.93	31.72	30.91	30.29	29.70	28.18

Effective July 1, 2018 (FY19) increase salary schedule 2%.

Effective July 1, 2019 (FY20) increase salary schedule 2%.

Step	District Level Executive Assistant	District Level Administrative Analyst	Office Manager	District Level Administrative Specialist	District Level Administrative Assistant	Assistant Office Manager
1	23.99	23.71	23.16	22.65	22.20	21.57
2	24.47	24.18	23.60	23.11	22.65	21.99
3	24.96	24.66	24.07	23.55	23.11	22.42
4	25.93	25.69	25.04	24.53	24.03	23.18
5	27.29	27.07	26.39	25.85	25.35	24.23
6	28.03	27.84	27.13	26.59	26.07	24.74
7	28.93	28.75	28.01	27.47	26.92	25.52
8	29.52	29.33	28.58	28.01	27.47	26.03

9	30.39	30.20	29.43	28.85	28.28	26.81
10	32.56	32.36	31.52	30.90	30.30	28.75

#### Effective July 1, 2020 (FY21) increase salary schedule 2%.

Step	District Level Executive Assistant	District Level Administrative Analyst	Office Manager	District Level Administrative Specialist	District Level Administrative Assistant	Assistant Office Manager
1	24.47	24.18	23.62	23.10	22.65	22.00
2	24.96	24.66	24.07	23.57	23.10	22.43
3	25.46	25.15	24.56	24.03	23.57	22.87
4	26.45	26.20	25.54	25.02	24.51	23.64
5	27.84	27.61	26.92	26.37	25.86	24.72
6	28.59	28.40	27.68	27.12	26.59	25.24
7	29.51	29.32	28.57	28.02	27.45	26.03
8	30.11	29.92	29.15	28.57	28.02	26.55
9	31.00	30.81	30.02	29.43	28.84	27.35
10	33.22	33.00	32.15	31.52	30.90	29.32

### FOOTNOTE:

#### Effective the 2018-2019 School Year:

	Supermax 1: 12 years	Supermax 2: 16 years	Supermax 3: 19 years
Ten-Month (10) employees	\$1,600.00	\$1,900.00	\$2,300.00
Twelve-Month (12) employees	\$1,900.00	\$2,200.00	\$2,600.00

#### Effective the 2019-2020 School Year:

	Supermax 1: 12 years	Supermax 2: 16 years	Supermax 3: 19 years
Ten-Month (10) employees	\$1,900.00	\$2,200.00	\$2,600.00
Twelve-Month (12) employees	\$2,200.00	\$2,500.00	\$2,900.00

#### Effective the 2020-2021 School Year:

	Supermax 1: 12 years	Supermax 2: 16 years	Supermax 3: 19 years
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Ten-Month (10) employees		\$2,200.00	\$2,500.00	\$2,900.00
Twelve-Mont	h (12) employees	\$2,500.00	\$2,800.00	\$3,200.00
Pay Dates				
, 2	2019-2020	2020-2021`	2021-2022	
1	9/6/2019	9/4/2020	9/3/2021	
2	9/20/2019	9/18/2020	9/17/2021	
3	10/4/2019	10/2/2020	10/1/2021	
4	10/18/2019	10/16/2020	10/15/2021	
5	11/1/2019	10/30/2020	10/29/2021	
6	11/15/2019	11/13/2020	11/12/2021	
7	11/29/2019	11/27/2020	11/26/2021	
8	12/13/2019	12/11/2020	12/10/2021	
9	12/27/2019	12/25/2020	12/24/2021	
10	1/10/2020	1/8/2021	1/7/2022	
11	1/24/2020	1/22/2021	1/21/2022	
12	2/7/2020	2/5/2021	2/4/2022	
13	2/21/2020	2/19/2021	2/18/2022	
14	3/6/2020	3/5/2021	3/4/2022	
15	3/20/2020	3/19/2021	3/18/2022	
16	4/3/2020	4/2/2021	4/1/2022	
17	4/17/2020	4/16/2021	4/15/2022	
18	5/1/2020	4/30/2021	4/29/2022	
19	5/15/2020	5/14/2021	5/13/2022	
20	5/29/2020	5/28/2021	5/27/2022	

21	6/12/2020	6/11/2021	6/10/2022
22	6/26/2020	6/25/2021	6/24/2022
23	7/10/2020	7/9/2021	7/8/2022
24	7/24/2020	7/23/2021	7/22/2022
25	8/7/2020	8/6/2021	8/5/2022
26	8/21/2020	8/20/2021	8/19/2022