

# AGREEMENT

*between the*

**FRAMINGHAM SCHOOL COMMITTEE**

*and the*

**FRAMINGHAM TEACHERS ASSOCIATION**

**UNIT 5 - ADMINISTRATIVE SUPPORT**

*July 1, 2021 - June 30, 2024*

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**AGREEMENT**

*This Agreement* is made and entered into as of the first day of July 1 2021 through and including June 30, 2024 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 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   Human Resources Specialist |
| Office Manager                           | Office Manager   Payroll Specialist                               |
| District Level Administrative Specialist | Accounts Payable Specialist   Senior Food Services Specialist     |
| District Level Administrative Assistant  | District Specialist   Food Services Specialist                    |
| Assistant Office Manager                 | Secretary   |

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

**ARTICLE 2**  
**PREAMBLE**

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

Recognizing the diverse and multicultural nature of Framingham and the families involved with its schools, the parties each renew their commitment to maintaining a school system that treats each student, parent, and employee with respect, dignity, and sensitivity to their unique needs and culture. Each party encourages the other to pursue initiative within their purview to meet this goal and to make suggestions for how the other might do so.

**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.
- D. No reprisals of any kind shall be taken by any party of this contract against any party in interest, any witness, any employee of the Personnel Committee of the Association, or any other participant in the grievance procedure by reasons of such participation.
- E. A grievance that affects 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.

Each written statement of a grievance shall include: (1) a statement of the facts constituting the grievance; (2) a reference to the applicable provisions of this Agreement; and (3) the dates of all prior written presentations. Each grievance form submitted by the Association, on behalf of a member, at Level Two or Three shall be signed on behalf of the Association by its President, Vice-President, or the Chair of the Grievance Committee.

**LEVEL ONE:**

An employee 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 Assistant Superintendent for 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 Assistant Superintendent for Human Resources, or their designee, shall meet with the aggrieved employee and the said chairman, or their 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 Assistant Superintendent for 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.

**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 them to use their automobile in the course of her employment ;the reimbursement will be calculated using the standard IRS mileage rate. Such use must be authorized by their immediate supervisor in advance. Billheads, including those for travel reimbursement, will be submitted no later than ten school days after the work has been performed.

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

A. 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.

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

C. Although the consideration of qualifications and subsequent appointment is reserved to the discretion of the School Committee, current Unit S employees 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 employee is not chosen, said Unit S employee has the right to meet with the Assistant Superintendent for Human Resources or their designee to review the interview and reasons for non-selection.

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

E. 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.

F. 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, they 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, they 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, they will lose all seniority in this bargaining unit.

#### **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  
Juneteenth  
Independence Day  
Labor Day  
Columbus/Indigenous Peoples' Day  
Veteran's Day



Thanksgiving Day  
Day after Thanksgiving Day  
Day before Christmas Day  
Christmas Day  
Martin Luther King Day

B. Effective July 1, 2018, 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 nine (9) paid holidays in the same manner as do full time ten (10) month 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. When Christmas Eve and Christmas Day fall on a Saturday and/or a Sunday, the holiday shall be taken on the Monday and/or Tuesday immediately following such Saturday and/or Sunday.

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.

B. Effective July 1, 2023, accruals will run from July 1 to June 30 of each school year. New members starting on July 1 will receive the full allotment; anyone who begins after July 1 will receive a prorated allotment.

For 10 month employees, new employees starting on the first day of school will receive the full allotment; for 12 month employees, new employees starting on July 1 will receive the full allotment. For 10 month employees, those starting after the first day of school will receive a prorated allotment; for 12 month employees, those starting after July 1 shall receive a prorated allotment. [Implementation Plan](#)

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

i. Twelve month full time and permanent (regularly scheduled) part time: 15 days.

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

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:

- 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.
- 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 their 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 an employee's immediate family, or other relative or significant other of the employee living in such employee's immediate household, requiring

the employee's presence. Every effort will be made by the employee to effectuate alternative arrangements.

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

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

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

## **ARTICLE 10** **SICK LEAVE BUYBACK PROGRAM**

Unit S employees 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:

- The Unit S employee must have a minimum of fifty (50) sick days accumulated at the point of retirement.
- For every sick day beyond fifty (50), the Unit S employee will be paid the amount of one hundred and fifty dollars (\$150.00) for each unused sick day. For Unit S employees working less than full time at the time of retirement, the daily rate will be prorated.
- The maximum amount payable under this buyback plan is five thousand dollars (\$5,000.00) for each unit S employee 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, 2021, increase cap from eight thousand five hundred dollars (\$8,500.00) to eleven thousand five hundred dollars (\$11,500.00).

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.

- 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 11** **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 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 their designee. 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. The immediate family is defined to include mother, father, sister, brother, child, spouse, mother-in-law, father-in-law, grandparent, grandchild, niece, nephew, significant other, brother-in-law, sister-in-law, 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 employee's sick time and used for bereavement leave on behalf of any person significant to the Unit S employee's life.

B. Personal Days: Effective July 1, 2023 three (3) personal days per the fiscal year (July 1 to June 30) without a stated reason shall be allowed to each Unit S 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 or a life event. Proof of such emergency situation and/or life event shall be the responsibility of the Unit S employee. Effective upon ratification of the contract, employees shall be eligible to use personal days consecutively, if needed. Depending on the circumstances employees may be able to borrow additional personal days from the next year's allotment. The decision will be subject to the superintendent's approval. All unused personal days may be carried over into the next contract year and converted into sick days to be added to the Unit S employee's sick day accumulation. Personal days shall be prorated based upon the date of hire for new hires.

For 10 month employees, new employees starting on the first day of school will receive the full allotment; for 12 month employees, new employees starting on July 1 will receive the full

allotment. For 10 month employees, those starting after the first day of school will receive a prorated allotment; for 12 month employees, those starting after July 1 shall receive a prorated allotment. Implementation Plan.

All accruals will run from July 1 to June 30 of each school year.

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 12** **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 Assistant Superintendent for 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 Assistant Superintendent for 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 Assistant Superintendent for 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 Assistant Superintendent for Human Resources.

E. All benefits to which a person was entitled at the time their unpaid leave of absence commenced, including unused benefit time, will be restored upon their return, and they will be assigned at the discretion of the Superintendent or Assistant Superintendent for Human Resources to the same position, or one substantially equivalent to the one they 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 Assistant Superintendent for 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 employees only.

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

**I. Parental Leave**

General. Any Unit S employee may apply for a parental 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 may 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 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 they are electing at least two (2) weeks prior to the anticipated departure.

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 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 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 and/or receiving of a child through adoption, surrogacy, or foster or court ordered placement 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 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.

**J. 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 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 forty (40) consecutive workdays of paid parental leave.

K. 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.

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. 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 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. Effective upon ratification of the contract beginning July 1, 2021, Parental Leave of up to forty consecutive workdays of accrued sick time shall be fully available to both parents, even if both parents are bargaining unit employees.

### **ARTICLE 13** **USE OF SCHOOL MAIL**

Use of the school mail distribution system is authorized for disseminating data to employees of the Framingham Public Schools Administrative Support Association.

### **ARTICLE 14** **VACATION POLICY**

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 employee's seniority date within the bargaining unit. Effective July 1, 2023, our "vacation year" is based on a fiscal year, starting on July 1 and ending on June 30 of each school year. An employee hired after July 1

will receive a prorated allotment.

Effective July 1, 2022, following the aforementioned, a Unit S employee will accumulate vacation according to the following schedule, provided that no current employee will lose any accrued vacation days as a result of this contract and will be grandfathered in at a higher number of accrued vacation days:

| The first (1st) day of              | To the last day of          | Number of Accrued Vacation Days |
|-------------------------------------|-----------------------------|---------------------------------|
| The 1st year of employment          | The 1st year of employment  | 10 days                         |
| The 2nd year of employment          | The 4th of employment       | 15 days                         |
| The 5th year of employment          | The 9th of employment       | 18 days                         |
| The 10th year of employment         | The 14th of employment      | 21 days                         |
| The 15th year of employment         | The 19th year of employment | 25 days                         |
| The 20th year of employment or more |                             | 27 days                         |

[Click Here for the Implementation Plan.](#)

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.

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 Office of Human Resources, vacations will be taken by pre-school, high school and middle school 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.

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 administrative support 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 they are entitled because of retirement or death, the employee, or in the case of death, the employee's estate shall be paid at the regular rate of compensation for the unused days.

G. A ten (10) month employee who transfers to a twelve (12) month position will have the eligible vacation time prorated 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.

#### **ARTICLE 15** **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 16** **ORIENTATION OF NEW EMPLOYEES AND ACCOUNTING PERSONNEL**

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

All newly hired staff shall be required to participate in a staff induction program of not more than eight (8) hours duration at their hourly rate, which shall be conducted outside of regular working hours. Advanced notice and/or options for participation dates will be provided, no less than 30 school days in advance of any training.

#### **ARTICLE 17** **ADDITIONAL PERSONNEL**

The Association will bring to the attention of the Assistant Superintendent for Human Resources any situation in which, in the opinion of the Association, additional administrative support 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 administrative support 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 administrative support personnel.

**ARTICLE 18**  
**LUNCH PERIOD**

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

**ARTICLE 19**  
**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 20**  
**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 employees, 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 employees will be violating this clause, will, at the discretion of the Committee be subject to disciplinary action, including discharge or suspension and the only question that will be subject to the grievance and arbitration procedure is that of participation or involvement as described above.

**ARTICLE 21**  
**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.

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

Effective July 1, 2018, the following procedures shall be used in employing any new employee 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:

| Experience | Education Level     |                   |                             |
|------------|---------------------|-------------------|-----------------------------|
|            | 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 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<sup>st</sup> 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.
- l. 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:
  - Effective July 1, 2018, hourly rate multiplied by number of hours per day multiplied by two hundred one (201) days for full time employees or multiplied by 192 for employees who work less than 25 hours equals annualized salary divide by forty four (44) equal weekly payments.
  - Effective July 1, 2019, hourly rate multiplied by number of per day multiplied by two hundred two (202) days for full time employees or multiplied by 192 for employees who work less than 25 hours equals annualized salary divided by twenty one (21) or twenty six (26) equal bi-weekly payments.
  - Effective July 1, 2020, hourly rate multiplied by number of hours per day multiplied by two hundred four (204) days for full time employees or multiplied by 192 for employees who work less than 25 hours 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.

**ARTICLE 22**  
**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 they have 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 employee 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 employee's file.

Annual evaluation of employees will be conducted professionally, openly, and with full knowledge of the employee by their immediate supervisor. Employees shall be given evaluation reports to be delivered through paperless electronic means prepared by their 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 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.

**ARTICLE 23**  
**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 employees 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 is 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, they will displace the least senior employee of those occupying equal or lower classification provided their seniority permits and provided they 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). 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 Assistant Office Manager, and Ten (10) Month Assistant Office Manager.
  - 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).
  - C. An employee who chooses not to exercise their displacement rights will be treated as a laid off employee and the recall provisions of this contract will apply.
  - D. If an employee, during a Reduction in Force period, applies for an equal position, or displaces another employee in an equal position, they will be required to remain in that position for the remainder of the school year or for six (6) months, whichever is the later.

1. This paragraph D shall not prohibit an employee who was laid off and recalled to a different position from applying for a vacant position.
  2. This paragraph D shall not prohibit an employee who took a cut in gross salary rather than be laid off from applying for a vacancy that would restore them to the salary level they held immediately prior to the cut in earnings.
- 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 Administrative Support Association contract provided they have served without a break in service since that date.

5. An employee, upon being notified that they are 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 they do 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 their decision, a change in decision will constitute a resignation.

- 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.
- 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) Head Payroll Specialist - District Level Administrative Analyst assigned to the main School Department payroll unit can be displaced or bumped due to Reduction in Force elsewhere.

7. At the conclusion of the RIF procedure, should a department or building have a bona-fide need for a specific language service (Spanish or Portuguese), based on school or department programming that has not been met in the process, the Parties shall meet to determine involuntary transfers, within the group of employees who were reassigned due to the RIF process, to provide the specific language service needed.

Should the need for a specific language service not be met through the process above, the employee on the recall list able to meet the specific language need, with the most seniority shall be recalled to fill the position.

#### **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 their recall period, an employee shall be notified by certified mail, addressed to their 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, they shall have the right to refuse a recall to a non-benefit paying position without forfeiting their recall rights. In addition, an employee laid off from a benefit paying position that accepts a non-benefit paying position shall retain their 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 notifications postmark. Those interested must apply in writing within a fourteen (14) calendar day period from the date of the notifications 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 their 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, 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.

## **ARTICLE 24**

### **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 employees should communicate their concerns to the Office of Human Resources and/or Union leadership.

#### **ARTICLE 25** **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 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 26** **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 Administrative Support 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.

**ARTICLE 27**  
**STORM DAYS**

Upon notice by the Superintendent, in the event of inclement weather, employees 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 employees 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 employees 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 employees that the building they work in is plowed and accessible and they should report to work.

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

**ARTICLE 28**  
**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 administrative support evaluations.

**ARTICLE 29**  
**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 their regular wages and the amount they receive as pay as a Juror.

**ARTICLE 30**  
**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 work 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 the effective date of appointment. The 90 consecutive work 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 31** **PROFESSIONAL DEVELOPMENT**

Attendance at professional education workshop conferences and seminars approved by the employee's supervisor and the Assistant Superintendent for 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 Assistant Superintendent for 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 Assistant Superintendent for Human Resources, and the Superintendent.

Time off with pay, not to exceed a total of eight (8) people days per contract year, for the entire Administrative Support 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 administrative support 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.

The Parties will establish a joint committee along with Units A and T in the 2022-2023 school year to establish a program of Diversity, Equity and Inclusion (DEI) studies such that, effective the 2023-2024 school year, Unit S members entering employment with the Framingham Public Schools will be required to complete a designated number of hours of Diversity, Equity and Inclusion (DEI) training. Credit for coursework will be explored. The content and number of hours will be determined by the joint committee.

Commencing July 1, 2011, employees 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 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, 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 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.

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.

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 employees 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 32** **DURATION**

The provisions of this Agreement will be effective as of July 1, 2021 and will remain in full force and effect through June 30, 2024.

### **ARTICLE 33** **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 34** **OVERTIME**

A. 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.

B. 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.

C. Effective the 2014-2015 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 30 can be worked any time up until July 31, provided all parties mutually agree.

D. Effective the 2014-2015 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.

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.

F. 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.

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

H. Effective March 6, 2016, all new 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 for full time employees and 192 for employees working less than 25 hours. Effective July 1, 2019, the work year for Unit S employees shall increase to two hundred-two (202) days for full time employees and 192 for employees working less than 25 hours. Effective July 1, 2020, the work year for Unit S employees shall increase to two hundred-four (204) days for full time employees and 192 for employees working less than 25 hours, to include holidays.

### **ARTICLE 35**

#### **ORDERLY RETIREMENT PLAN**

An employee 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 workday 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 administrative supports employee'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. However, use of sick days in excess of fifteen (15) days shall be waived if used for a medically documented reason.

Effective July 1, 2021, increase cap from eight thousand five hundred dollars (\$8,500.00) to eleven thousand five hundred (\$11,500.00).

However, use of sick days in excess of fifteen (15) days shall be waived if used for a medically documented reason.

An employee 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, 2021, increase cap from eight thousand five hundred dollars (\$8,500.00) to eleven thousand five hundred dollars (\$11,500.00).

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.

Should a Unit S employee pass away from the date of their notification and the last day of employment, the money owed under this Article and Article 14 shall be paid to their estate unless a beneficiary is designated by the Unit S employee.

An employee of the Association who accesses both the Orderly Retirement Plan and the Sick Leave Buy-Back provision of this contract may not receive a combined benefit in excess of eleven thousand five hundred dollars (\$11,500).

**ARTICLE 36**  
**SUPERMAX STEP**

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

- A Unit S employee shall be eligible for Supermax 1 after completing twelve (12) years of service in the Unit. (formerly SM)
- A Unit S employee shall be eligible for Supermax 2 after completing sixteen (16) years of service in the Unit. (formerly SM1)
- A Unit S employee shall be eligible for Supermax 3 after completing nineteen (19) years of service in the Unit. (formerly SM2)

**ARTICLE 37**  
**TUITION REIMBURSEMENT**

The School Committee shall allocate five thousand dollars (\$5,000.00) for the purpose of reimbursing Unit S employees for fees, tuition costs, books and/or reading materials related to satisfactorily completed credit courses taken at a degree granting institution accredited by the U.S. Department of Education.

Upon ratification, each Unit S employee shall be eligible for up to six hundred dollars (\$600) individual allotment per academic year on a first come first serve basis. To meet the six hundred dollars (\$600) limit, an employee shall be eligible to make multiple reimbursement submissions until May 1. If there are funds remaining after May 1, each Unit S employee shall be eligible to submit by May 15 additional requests for reimbursement for subsequent course(s) up to an additional six hundred dollars (\$600). Should the number of requests between May 1 and May 15 exceed the amount of funds remaining, the remaining funds will be divided proportionally among all Unit S employees who have submitted for additional reimbursements between May 1 and May 15. If a course is completed after May 1, the Unit S employee can apply for reimbursement per the provisions of this Article out of the following academic year's fund.

**ARTICLE 38**  
**PRESIDENT OF THE FRAMINGHAM TEACHERS ASSOCIATION**

The role of the President of the Association will constitute no more than a total of 1.0 FTE. The President(s) of the Association shall be relieved of their full-time responsibilities for the purpose of conducting Association business. The President(s) shall maintain a full salary as specified by the Salary Schedule.

Effective the 2022-2023 school year, the district shall be responsible for fifty percent (50%) of the cost of the actual salary of the President and the Association shall be responsible for the remaining fifty percent (50%) of the cost of a replacement of the salary of the President.

Effective the 2023-2024 school year, the district shall be responsible for twenty-five percent (25%) of the cost of the actual salary of the President and the Association shall be responsible for the remaining seventy-five percent (75%) of the cost of a replacement of the salary of the President.

Effective at the end of 2023-2024 school year, the President's salary shall be paid in full by the Association to the District equal to the amount of release time if any (for instance, if the President receives only a 0.5 FTE release from duties, the Association will reimburse the District for 0.5 of the actual President's salary; if there is no release time provided, the Association will not provide any reimbursement).

Upon the completion of the role of President(s), every effort will be made by the Superintendent to return the Unit S member(s) to their previous or comparable assignment(s).



**APPENDIX A**  
**2021-2022 SALARY SCHEDULE**

| Effective July 1, 2021 (FY22) increase salary schedule 2.00% |                                    |                                       |                |  |   |                          |
|--|------------------------------------|---------------------------------------|----------------|--|---|--------------------------|
| Step   | District Level Executive Assistant | District Level Administrative Analyst | Office Manager | District Level Administrative Specialist | District Level Administrative Assistant | Assistant Office Manager |
| 1  | 24.96                              | 24.66                                 | 24.09          | 23.56                                    | 23.10                                   | 22.44                    |
| 2  | 25.46                              | 25.15                                 | 24.55          | 24.04                                    | 23.56                                   | 22.88                    |
| 3  | 25.97                              | 25.65                                 | 25.05          | 24.51                                    | 24.04                                   | 23.33                    |
| 4  | 26.98                              | 26.72                                 | 26.05          | 25.52                                    | 25.00                                   | 24.11                    |
| 5  | 28.40                              | 28.16                                 | 27.46          | 26.90                                    | 26.38                                   | 25.21                    |
| 6  | 29.16                              | 28.97                                 | 28.23          | 27.66                                    | 27.12                                   | 25.74                    |
| 7  | 30.10                              | 29.91                                 | 29.14          | 28.58                                    | 28.00                                   | 26.55                    |
| 8  | 30.71                              | 30.52                                 | 29.73          | 29.14                                    | 28.58                                   | 27.08                    |
| 9  | 31.62                              | 31.43                                 | 30.62          | 30.02                                    | 29.42                                   | 27.90                    |
| 10   | 33.88                              | 33.66                                 | 32.79          | 32.15                                    | 31.52                                   | 29.91                    |

**2021-2022 SUPERMAX**

| Step                 | Ten (10) Month Employees | Twelve (12) Month Employee |
|----------------------|--------------------------|----------------------------|
| Supermax 1: 12 years | \$2,200.00               | \$2,500.00                 |
| Supermax 2: 16 years | \$2,500.00               | \$2,800.00                 |
| Supermax 3: 19 years | \$2,900.00               | \$3,200.00                 |

**2022-2023 SALARY SCHEDULE**

| Effective July 1, 2022 (FY23) increase salary schedule 2.0% |                                    |                                       |                |  |   |                          |
|---|------------------------------------|---------------------------------------|----------------|--|---|--------------------------|
| Step  | District Level Executive Assistant | District Level Administrative Analyst | Office Manager | District Level Administrative Specialist | District Level Administrative Assistant | Assistant Office Manager |
| 1   | \$25.46                            | \$25.16                               | \$24.57        | \$24.03                                  | \$23.57                                 | \$22.89                  |
| 2   | \$25.97                            | \$25.66                               | \$25.04        | \$24.52                                  | \$24.03                                 | \$23.34                  |
| 3   | \$26.49                            | \$26.17                               | \$25.55        | \$25.00                                  | \$24.52                                 | \$23.79                  |
| 4   | \$27.52                            | \$27.26                               | \$26.57        | \$26.03                                  | \$25.50                                 | \$24.60                  |
| 5   | \$28.96                            | \$28.73                               | \$28.01        | \$27.44                                  | \$26.90                                 | \$25.72                  |
| 6   | \$29.75                            | \$29.55                               | \$28.80        | \$28.22                                  | \$27.66                                 | \$26.26                  |
| 7   | \$30.70                            | \$30.50                               | \$29.72        | \$29.15                                  | \$28.56                                 | \$27.08                  |
| 8   | \$31.33                            | \$31.13                               | \$30.33        | \$29.72                                  | \$29.15                                 | \$27.62                  |
| 9   | \$32.25                            | \$32.05                               | \$31.23        | \$30.62                                  | \$30.01                                 | \$28.45                  |
| 10  | \$34.56                            | \$34.33                               | \$33.45        | \$32.79                                  | \$32.15                                 | \$30.50                  |

**2022-2023 SUPERMAX**

| Step                 | Ten (10) Month Employees | Twelve (12) Month Employee |
|----------------------|--------------------------|----------------------------|
| Supermax 1: 12 years | \$2,200.00               | \$2,500.00                 |
| Supermax 2: 16 years | \$2,500.00               | \$2,800.00                 |
| Supermax 3: 19 years | \$2,900.00               | \$3,200.00                 |

**2023-2024 SALARY SCHEDULE**

| Effective July 1, 2023 (FY24) increase salary schedule 2.0% |                                    |                                       |                |  |   |                          |
|---|------------------------------------|---------------------------------------|----------------|--|---|--------------------------|
| Step  | District Level Executive Assistant | District Level Administrative Analyst | Office Manager | District Level Administrative Specialist | District Level Administrative Assistant | Assistant Office Manager |
| 1   | \$25.97                            | 25.66                                 | \$25.07        | \$24.51                                  | \$24.04                                 | \$23.35                  |
| 2   | \$26.49                            | 26.17                                 | \$25.54        | \$25.01                                  | \$24.51                                 | \$23.80                  |
| 3   | \$27.02                            | 26.69                                 | \$26.06        | \$25.50                                  | \$25.01                                 | \$24.27                  |
| 4   | \$28.07                            | 27.80                                 | \$27.10        | \$26.55                                  | \$26.01                                 | \$25.09                  |
| 5   | \$29.54                            | 29.30                                 | \$28.57        | \$27.98                                  | \$27.44                                 | \$26.23                  |
| 6   | \$30.34                            | 30.14                                 | \$29.37        | \$28.78                                  | \$28.22                                 | \$26.78                  |
| 7   | \$31.32                            | 31.11                                 | \$30.32        | \$29.74                                  | \$29.13                                 | \$27.62                  |
| 8   | \$31.95                            | 31.75                                 | \$30.93        | \$30.32                                  | \$29.74                                 | \$28.18                  |
| 9   | \$32.90                            | 32.70                                 | \$31.86        | \$31.23                                  | \$30.61                                 | \$29.02                  |
| 10  | \$35.60                            | 35.37                                 | \$34.47        | \$33.80                                  | \$33.14                                 | \$31.46                  |

**2023-2024 SUPERMAX**

| Step                 | Ten (10) Month Employees | Twelve (12) Month Employee |
|----------------------|--------------------------|----------------------------|
| Supermax 1: 12 years | \$2,300.00               | \$2,600.00                 |
| Supermax 2: 16 years | \$2,600.00               | \$2,900.00                 |
| Supermax 3: 19 years | \$3,000.00               | \$3,300.00                 |

**APPENDIX A FOOTNOTE:**

- The title of the 12 month Unit S Office Manager who is assigned to the Department of Buildings and Grounds will be reclassified to District Level Administrative Analyst effective July 1, 2022.
- Effective July 1, 2023, all Assistant Office Managers in Central Office will be reclassified as Administrative Assistants.
- In Year 3 of the contract, 35 cents will be added to every Step 10. In addition, in Year 3 all 12 month employees will transition from a fifty two (52) pay cycle to a twenty six(26) pay cycle, with equal and biweekly payments.