

Contractual Agreement
between
The Franklin School Committee
and
The Franklin School
Secretaries Association

July 2020 through June 2023



"Together we achieve the extraordinary"

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PREAMBLE

This Agreement entered into by the School Committee of the Town of Franklin, Massachusetts, hereinafter referred to as the School Committee, and the Franklin School Secretaries Association, hereinafter referred to as the Association, or Employees, has as its purpose the promotion of harmonious relations between the School Committee and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of terms and conditions of employment.

ARTICLE I
Recognition

The School Committee recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment on behalf of all secretarial employees of the Franklin School Committee, excluding all confidential secretaries as noted: the Secretary to the School Committee, the secretary to the Superintendent of Schools, the secretary to the Assistant Superintendent of Schools, the secretary to the Director of Human Resources, the secretary to the Director of Finance, and the Franklin High School Office Manager, and all other Franklin Public School employees, as well as temporary, substitute Secretarial Employees.

The Association hereby accepts the published rules and regulations of the School Committee as they apply to the members of the Association, and the Association further agrees to abide by these rules and regulations.

ARTICLE II
School Committee Rights

Nothing in this Agreement shall be construed to in any way, alter, modify, change, or limit the authority and jurisdiction of the School Committee, as provided by the Massachusetts Constitution, the General Laws of Massachusetts, the decisions of the Supreme Judicial Court of Massachusetts, the Laws of the United States, the decision of the Supreme Court of the United States, or any law or order pertinent thereto.

As to every matter not specifically mentioned or provided for in this Agreement, the School Committee retains all the powers, rights, and duties that it has by law. The School Committee has final responsibility for establishing the policies of the public schools of Franklin.

ARTICLE III
Separability

Should any provision of this Agreement be found to be in violation of any Federal or State Law, the remaining provisions shall remain in full force and effect.

ARTICLE IV
Discrimination

The School Committee and Association agree that all provisions of this Agreement shall be applied without regard to race, color, creed, religion, ancestry, national origin, sex, gender identity or expression, sexual orientation, marital status, genetic information, disability, pregnancy or a related condition, veteran

status, age, or homelessness. The School Committee and Association further agree that they shall not directly, or indirectly, apply or attempt to apply discipline, coercion or discrimination against any employee who chooses to engage or not engage in Association activities.

ARTICLE V
No Strike Clause

The Association on its own behalf and on behalf of each of the employees that it represents, hereby agrees and covenants that during the term of this Agreement the Association will not authorize, approve participation or in any way encourage any strike, work stoppage, slowdown or the withholding of service from the employer, the Franklin School Committee, and the Town of Franklin.

It is further agreed that the Association will not interfere, restrain or coerce any person from seeking employment with the Franklin School Department.

It is further agreed that any employee covered by this Agreement who violates this provision or any part thereof, subjects him/ herself to disciplinary action, suspension or discharge from work.

ARTICLE VI
Association Representation and Access to Premises

The Association shall designate in writing to the School Committee the name of its Association Representatives.

The School Committee agrees to permit other authorized Association representatives reasonable access to the school premises to discuss grievances with Association members, providing they first obtain permission to do so from the Superintendent of Schools.

ARTICLE VII
Seniority

A seniority list will be regularly maintained and made available at all times on the Franklin Intranet web site. Challenges to the list need to be made in writing and submitted to the Human Resources Director within 30 days of the date when the list is forwarded to the FEA president. The final list will be sent to the FEA president. Seniority or length of service shall be computed based upon continuous service commencing upon the first day of permanent/ not temporary employment with the Franklin Public Schools.

Seniority with respect to the granting of overtime shall be in accordance with provisions of **ARTICLE XI, 11.1 Work Schedule** and **11.2 Overtime**.

Seniority with respect to all fringe benefits shall be determined by the date of permanent continuous employment.

ARTICLE VIII
Filling of Vacancies

When a bargaining unit vacancy occurs for any reason, including new positions, the Superintendent or their designee shall post notices within five (5) regularly scheduled workdays of the Superintendent or

their designee action of same in each school for not less than five (5) regularly scheduled work days prior to the opening of applications. The notice shall indicate the title and classification of the available position, the specific duties of the position, the hourly rate for the position, number of hours per week and weeks per year, and the school or building in which the position is located. Secretarial Employees wishing to be considered for the position shall make a written application to the Human Resources Director by the closing date indicated in the posting. All in-house candidates will receive an interview for and be considered for all vacant positions. The Superintendent or his/ her designee shall consider all applicants in a fair and impartial manner. The applicant deemed most qualified will be appointed. Applicants will be notified of their status in writing and in a timely manner.

All newly appointed secretaries will serve on a trial basis for six months (6) during which time they may be replaced by the Superintendent or their designees as they, in their sole discretion, so determine. The decision to replace the individual during this 6 month probationary period will not be grievable or subject to arbitration.

ARTICLE IX **Reduction in Force**

In the event that a reduction in secretarial employees is necessary, the decision as to the order of layoff shall be made after a consideration of the needs of the school district, work performance based upon annual evaluations, and seniority. The individual whose job is affected by a reduction in force at the affected school may displace a less senior person in another school in the same or lower job grade. A grade five secretary with seniority and favorable evaluations may move into a higher job grade if the secretary has the qualifications for the position and is approved by the receiving Principal and the Superintendent of Schools. Employees to be laid off shall be notified in writing at least thirty (30) days prior to the effective date of lay-off.

Employees laid off under this article shall be recalled in the inverse order of their lay-off. Employees recalled after lay-off shall be credited with such salary and benefits as they were entitled to at the effective date of their lay-off. This recall list shall be used for regular or part-time employment.

Vacancies created as a result of RIF shall be filled in accordance with **Article VIII** herein.

ARTICLE X **Resignations**

Any secretary who intends to resign their position shall give notice to the Superintendent no later than thirty (30) calendar days prior to the date of intended resignation. Exceptions to this provision may be approved by the Superintendent due to illness or unforeseen circumstances beyond the control of the secretary involved. Unless so approved by the Superintendent, violation of this provision will be so noted in the secretary's file and will be included in any future reference requests.

ARTICLE XI **Work Schedule**

Permanent Secretarial Employees shall conform to the work schedule provision as delineated in **Section 11.1** below and be entitled to the overtime provisions as set forth in **Section 11.2** below. For the purposes of this contract, a Permanent Employee is defined as one who is employed on a regular daily basis during the normal school year; a full time Secretarial Employee is defined as one who is employed forty (40) hours per week, fifty-two (52) weeks per year, inclusive of holiday and vacation leave. The secretaries' workday will consist of 8 1/2 hours, which shall include a one-half (1/2) hour unpaid lunch break. The

principal of the school shall establish the workday for all secretaries in that building at the beginning of the school year.

11.1 Work Schedule

Secretarial Employees who work a minimum of thirty (30) hours per week shall be entitled an unpaid one-half (1/2) hour duty-free lunch period. Employees' work schedules shall provide for an approximate ten- (10) minute relief period each morning and afternoon.

Should the Superintendent request the secretarial work force to report to work on days when school is canceled for weather conditions, they shall report at the earliest time that weather conditions will allow. In such cases, if the secretary is unable to come to work due to the weather, they may opt to take a personal day or a vacation day, provided there are such days available to the secretary. In the case of school cancellation due to weather conditions, the following will apply:

For a Level I closing (school is closed for students, all offices closed):

- a. Twelve (12) month secretaries shall not report to work and shall suffer no loss in pay:
- b. Ten (10) month secretaries shall not report to work and may choose to use an available vacation or personal day. Otherwise the day will be unpaid.

For a Level II closing (school is closed for students, but office are open):

- a. Twelve (12) month secretaries report to work no later than 10:30 a.m. with no loss of pay for the delayed work day. In the alternative, the twelve (12) month secretary may choose not to report to work and use an available vacation or personal day. If the secretary has exhausted all available vacation and personal time, the day will be unpaid. With the prior permission of the building principal or supervisor, the twelve (12) month secretary may choose to work from home with no loss of pay.
- b. Ten (10) month secretaries shall not report to work and may choose to use an available vacation or personal day. Otherwise the day will be unpaid.

11.2 Overtime

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half times his/ her regular rate of pay for work in excess of forty (40) hours in one week.

Overtime work must be authorized in advance by the employee's principal/ immediate supervisor. Absence because of a paid holiday or authorized sick leave shall be considered working time for the purpose of this article.

The first priority for offering overtime will be to secretarial employees of the school affected or of the Central Office. Otherwise, overtime shall be offered on a rotating basis according to seniority to all qualified secretarial employees.

ARTICLE XII
Absence and Leave Benefits

Secretarial Employees covered by this agreement may be allowed the absence and leave benefits as set forth below.

12.1 Holiday Leave

The following days shall be considered to be paid holidays on the days celebrated as provided by State Law. However, absence and leave benefits under this article shall not be paid to part-time Secretarial Employees whose normal work- week is less than twenty (20) hours:

Labor Day	Columbus Day	Veterans' Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day	New Year's Day	M. L. King Day
Washington's Birthday	Patriot's Day	Memorial Day	Independence Day

In addition, the employer may determine not to schedule school on Good Friday and/ or Yom Kippur and/ or Rosh Hashanah and in those instances, those days will be considered paid holidays.

If any of the above holidays should fall on a normal day off, an additional day is to be given subject to the approval of the Human Resources Director or principal/ immediate supervisor. Holidays must be taken; no compensation will be paid employees for failure to do so. If required to work, compensation will be paid at the rate of two (2) times the normal rate. If a paid holiday should fall during an employee's vacation leave, an additional day of vacation shall be taken by mutual consent between the employee and the Human Resources Director or principal/ immediate supervisor. Regularly employed part-time employees shall be paid the equivalent of their normal working day for those holidays, which occur during their normal period of employment.

12.2 Vacation Leave

All vacations shall be taken during the regular summer vacation period, or school vacation periods with the approval of the principal/ immediate supervisor, except for up to five (5) consecutive days which may be taken on days that school is in session for students with the advance written approval of the principal/ immediate supervisor. Vacation leave during the summer months for High School Secretaries will be approved by the principal in a manner that ensures ample coverage to support required summer work activities.

Vacation time must be taken within a year after being earned, or it will be forfeited. If a paid holiday shall fall during a vacation period, then an additional day of vacation shall be taken by mutual consent of the employee and the principal/ immediate supervisor. Upon termination of services for any reason, cash payment for unused vacation due the employee shall be made.

Vacation Scale for First Year of Employment Only

<i>Hired During Month of</i>	<i>Number of Vacation Days (working days)</i>	<i>Hired During Month of</i>	<i>Number of Vacation Days (working days)</i>
July	10	January	4
August	9	February	3
September	8	March	2
October	7	April	1.5
November	6	May	1
December	5	June	.5

For vacation purposes, regardless of the month the employee is hired, June 30 shall be considered the closing date of the first year of service.

After the first fiscal year, vacations will continue to be considered on the basis of a fiscal year (July 1 to June 30) as follows:

After one (1) full fiscal year of service to five (5) years	Two (2) weeks (Ten [10] working days)
After five (5) fiscal years of service to ten (10) years	Three (3) weeks (Fifteen [15] working days)
After ten (10) fiscal years of service to twenty (20) years	Four (4) weeks (Twenty [20] working days)
After twenty (20) years of service and over	Five (5) weeks (Twenty-five [25] working days)

12.3 Sick Leave

Secretarial Employees covered by this Agreement shall be entitled to sick leave earned at the rate of one and one-quarter (1-1/ 4) days for each month worked, not to exceed fifteen days in a school year. Credit is to begin the first working day of the month in which employed. An employee in continuous employment shall be credited with the unused portion of leave granted up to a maximum of two hundred and forty four (244) days.

After completion of ten (10) years of service with the School Department and upon retirement, employees covered by this Agreement shall be entitled to compensation for any unused accumulated sick leave at a rate of thirty (\$30) dollars per day up to a maximum of three thousand (\$3,000) dollars.

After completion of fifteen (15) years of service with the School Department and upon retirement, employees covered by this Agreement shall be entitled to compensation for any unused accumulated sick leave at a rate of forty (\$40) dollars per day up to a maximum of four thousand (\$4,000) dollars.

An employee who dies while employed by the Franklin Public Schools shall be entitled to compensation for any unused accumulated sick leave at the aforementioned rate of thirty (\$30) dollars per day up to a maximum of three thousand (\$3,000) dollars, regardless of length of service. Such payment shall be made to the person or persons entitled to payment (i.e., next-of-kin, estate).

An employee who is incapacitated by reason of injury sustained in the course of, and arising out of their employment by the School Committee may elect to receive from their accumulated sick leave the difference between their normal work week compensation and the weekly indemnity of the Workmen's Compensation Act, beginning the first day of incapacity. Likewise, an employee who is entitled to collect a weekly indemnity under the Workmen's Compensation Act because of an employment-related injury may, at their option, elect to defer payment of all or part of their due sick leave for the period of their incapacity.

A doctor's certificate may be required at any time at the discretion of the Superintendent of Schools or Human Resources Director. A second doctor's opinion may be requested at anytime by the Superintendent of Schools or the Human Resources Director, being selected and paid by the employer.

Secretaries will be allowed to use up to four (4) days annually from their accumulated sick leave in cases of family illness. Family illness shall be limited to that of spouse, parents, children or a relative living at home. Family illness time for in-laws, grandparents and other relatives living outside of the home shall be at the discretion of the Superintendent with the principal's or, in the case of secretaries not assigned to a specific school, immediate supervisor's recommendation. Any illness resulting in 7 or more lost work-days requires documentation from a regularly licensed and practicing physician. The superintendent may also require medical documentation when circumstances warrant suspected abuse, such as repeated absences surrounding weekend and holiday periods.

12.4 Family and Medical Leave

All eligible members of the bargaining unit shall be eligible for unpaid leaves of absence in accordance with the Family and Medical Leave Act of 1993 ("FMLA"). FMLA currently includes leaves of up to 12 weeks per year for:

- The birth of a child and in order to care for the newborn;
- The adoption or placement of a child for foster care with the employee;
- To care for a child, spouse, or parent with a serious health condition;
- Because of the employee's own serious health condition that makes the employee unable to perform the essential functions of his/ her position.

All full time bargaining unit members shall presumptively be considered to have met the 1250 hour eligibility threshold on an annual basis. In the case of a part-time employee, the district shall bear the burden to establish the employee did not meet the 1250 hour eligibility threshold.

For leave related to the birth or placement of a child, the employee must provide at least two weeks' written notice before their anticipated date of departure and include an intended date of return.

FMLA leave will be processed in accordance with the District's FMLA policy.

12.5 Use of Paid Sick Time

The illness, or disability, resulting from pregnancy will be handled as it pertains to sick pay in the same manner as any other illness or disability, that is,

1. An employee who has been certified as disabled by her health care provider may utilize paid sick time for the period of disability.
3. The secretary must be in a paid status at the time of her illness or disability in order to qualify for sick pay. See clarification in Article 12.6.
4. The length of time that a secretary can collect sick pay is restricted to their accumulated sick days plus sick bank days per Article 13.2.
5. Sick pay shall be allowed only for days secretaries would normally be working during the regular school year.
6. As in all long term illnesses, the secretary must present a medical certificate from a regularly licensed and practicing physician to the Superintendent indicating the specific diagnosis of the medical condition which prevents the secretary from continuing her duties and that this certificate indicates the date on which this illness or disability began or will begin.
7. As in all cases of absences because of illness, the Superintendent may require the secretary to produce a medical certificate of disability from a regularly licensed and practicing physician when circumstances warrant suspected abuse.
8. A secretary who becomes pregnant shall notify the principal as soon as practicable in order that appropriate replacement arrangements may be made.
9. Secretaries desirous of returning after the conclusion of their FMLA leave shall give written notice to the Superintendent before leaving and shall indicate before leaving the anticipated time of return.

12.6 Clarification

As a matter of clarification, if a secretary begins a leave without pay prior to the date of the secretary's illness or disability, then the secretary would not be entitled to use sick pay when they do, in fact, become ill or disabled during this leave without pay; except that, an employee would be entitled to use their accumulated sick leave if they become temporarily disabled, as certified by their health care provider,

while on an unpaid Leave of Absence by reason of the same pregnancy for which they had been granted the leave in the first instance. However, an employee on an unpaid Leave of Absence would not be eligible for sick leave for either a subsequent or a non-pregnancy related illness occurring while they are on leave. Also, leave without pay because of illness or accident, maternity or otherwise, will commence no later than the first day the secretary is unable to work and thus begins receiving sick pay.

12.7 Bereavement Leave

In the event of a death in the immediate family of an employee covered by this Agreement, shall be granted time off without loss of pay on the day the death occurs and five (5) additional days shall be granted which shall begin the day after death and shall be consecutive calendar days, including Saturday, Sunday and holidays.

Immediate family includes mother, father, sister, brother, spouse, son, daughter, grandparent or grandchild of an employee, and in-laws of the same, as well as any other person residing in the employee's household and regarded as a member of the employee's family. For death of relatives other than the immediate family, absence of one (1) full day may be allowed to attend funeral or memorial services, by the Immediate Supervisor. Additional time off, chargeable to personal days may be granted by the Immediate Supervisor if requested.

12.8 Personal Leave

Personal leave time totaling two (2) days per fiscal year (July 1 - June 30), with pay, will be granted to each employee for the purpose of conducting urgent personal business which cannot be handled outside the regular work day. No reason for these days need be stated. Personal leave will be approved at the discretion of the principal or, in the case of secretaries not assigned to a specific school, by the immediate supervisor, whose discretion shall not be unreasonably exercised. A minimum of twenty-four hours notice must be given, when possible.

Requests for personal days contiguous to vacation periods or holidays must state the reason(s) necessitating the leave. These requests in writing shall be sent to the Superintendent at least two (2) days in advance of the day being requested. Personal days will not be granted for the primary purpose of extending vacations or holidays. Personal days shall not be taken for recreational and/ or leisure activities, and shall be non-cumulative.

12.9 Military Leave

An employee who leaves the service of the Town directly to enter the Armed Forces of the United States, and who thereafter returns to the service of the Town within two (2) years of the termination of such service with the Armed Forces, shall be entitled to have the period of such service with the Armed Forces added to the term of their employment with the Town in determining whether or not they are entitled to additional compensation and the amount thereof under this Article.

Employees shall be entitled to the additional compensation under this Article commencing on the first payroll period following the time when the employee shall have completed the necessary periods of service set forth above.

12.10 Jury Leave

The Superintendent or their designee shall authorize special leave for those employees serving on Jury Duty or attending Court as required by a summons as a Good Samaritan Witness (not being party to the action). Other legal matters may be attended to by using either a vacation or personal day. Payment to the employee will be his/ her regular rate of pay less the amount given the employee in said proceedings.

12.11 Leave of Absence

A Secretarial Employee may request leave of absence for other than personal illness or accident. The request shall be reviewed by the Superintendent or their designee, and if granted, the employee shall forfeit all employee fringe benefits for the period of the leave. Any Secretarial Employee who accepts other employment on such leave shall be deemed to have resigned unless the employee has received permission for such employment from the Superintendent or their designee.

All benefits to which a secretary was entitled at the time of the commencement of the leave of absence, including unused accumulated sick leave, will be restored to them upon their return, and shall be assigned to the same position which they had at the time said leave commenced, if available, or if not, to a substantially equivalent position.

Requests for Leave of Absence shall be submitted, in writing, to the principal/ immediate supervisor with a copy to the Human Resources Director. Requests for leaves of absence shall be limited to periods of twelve (12) months.

ARTICLE XIII
Fringe Benefits

Full time Secretarial Employees covered by this Agreement shall be entitled to the fringe benefits set forth below.

Fringe benefits for other permanent Secretarial Employees whose normal working week equals or exceeds twenty (20) hours per week shall be prorated on a forty (40) hours per week fifty-two (52) weeks per year basis. Benefits under this article shall not be paid to part-time Secretarial Employees whose normal working week is less than twenty (20) hours.

13.1 Longevity Benefits

Full time Secretarial Employees covered by this Agreement, after completion of five (5) consecutive years of service in a position covered by the terms of this Collective Bargaining Agreement, shall be entitled to the following longevity.

- | | |
|---|----------|
| o Five (5) years of service from date of employment | \$ 500 |
| o Ten (10) years of service from date of employment | \$ 800 |
| o Fifteen (15) years of service from date of employment | \$ 1,050 |
| o Twenty (20) years of service from date of employment | \$ 1,250 |
| o Twenty-five (25) years of service from date of employment | \$ 1,500 |

Other permanent employees shall be entitled to Longevity Benefits after completion of the equivalent number of consecutive years of service based on the number of hours worked per year equal to 2,080 (40 hours per week, 52 weeks per year, inclusive of vacation and holidays). Once an employee has worked the equivalent of five years of service, a longevity anniversary date will be established. Subsequent full longevity payments will be made yearly on this anniversary date.

Longevity will be paid in a lump sum, separate check, on the date of the next payroll distribution following the date of benefit entitlement. In case of termination of employment before the anniversary date, the longevity benefit shall be prorated for that part of the year worked.

13.2 Sick Leave Bank

A. Purpose

The Franklin School Secretaries' Sick Bank will enable all secretaries covered by the contract between the Franklin School Secretaries Association and the Franklin School Committee to voluntarily contribute one (1) day per year of their accumulated sick days for use by a participating member whose sick leave is exhausted through prolonged illness. Secretarial employees would not be asked to contribute additional sick days until such time as the Sick Leave Bank falls below 125 days.

B. Membership

At the time of hire, the employee will be provided with a Sick Bank application form. The employee must elect either or not to join the Bank within thirty (30) days of his/her date of hire. If the application form is not returned within this time frame the employee will be considered as having declined membership. Membership will become effective as of the date the employee becomes eligible per Number 2 below. Once enrolled in the Bank, membership is continuous. Any new member must join by contributing one sick day. No other days will be contributed unless the bank falls below 125 days and then all members will be assessed one day.

B. General Provisions

1. The Sick Bank will be used only when a secretary is prevented from working because of sickness or injury and when this disability is of a prolonged nature, that is, ten (10) consecutive working days or more.
2. To be eligible for the sick leave bank the applicant must have been employed for 1 year. And also to be eligible for Sick Bank days, the applicant must have accumulated at the beginning of the prolonged illness at least twenty (20) percent of the maximum accumulated sick leave available to the secretary since her/his permanent full-time employment or at least twenty (20) percent of the maximum accumulated sick leave available to the secretary since her/his last prolonged illness.
3. A doctor's certificate, along with a ***Sick Bank Request Form*** shall be required as consideration for benefits under the Sick Bank plan.
4. The Sick Bank will cover prolonged illness only after the applicant's accumulated sick days have been exhausted
5. Total benefits given under this Sick Bank plan shall not exceed the total number of days available in the Bank.

Members of the Sick Bank plan shall be eligible to receive the use of 35 sick days from the Sick Bank assuming there are enough days accumulated in the Sick Bank:

6. Secretaries using the benefits of the Sick Leave Bank must sign a Sick Leave Bank Agreement in which they state their intent to return to service immediately after the prolonged illness for a minimum of at least the length of the leave and to meet all terms of the regulations. Default of this signed agreement would result in refunding The Town of Franklin School Department the full amount of the salary received while covered by sick leave from the Sick Bank. Any change in the agreement must have prior approval by the Sick Leave Bank Committee.
7. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee of two members designated by the Association and two members designated by the School Committee in addition to the Human Resource Director as a non-voting member.
8. Any end-of-year balance in the Sick Bank will be carried forward to the next year, not to exceed 125 days in the Bank.

ARTICLE XIV
Mileage Reimbursement

Mileage shall be paid at the same rate currently paid by the Town of Franklin to any Secretarial Employee required to travel between two or more work locations on a regular basis.

Mileage shall be established on a predetermined routing basis mutually agreed upon by the Human Resources Director and a representative of the Association.

Mileage payments shall accrue for each quarter and be paid in the last pay period in March, June, September and December.

ARTICLE XV
Wage Classifications and Wage Schedules

Secretarial Employees covered by this Agreement shall be classified and paid pursuant to the following provisions of this Article.

15.1 Classification

The Secretarial Employee classification comprising membership in the bargaining unit shall be shown in Attachment II, Secretarial Classification Schedule.

15.2 Wage Schedule

The enclosed wage schedule, Attachment I, shall be in effect during the period of this Agreement for the steps shown.

15.3 Wage Adjustment Upon Temporary Filling of Vacancy

In the event that a presently employed school secretary is assigned to substitute for another secretary on a higher classification in a position covered by the terms of this Agreement for a period of five consecutive working days or more, they shall receive the higher classification rate of pay for the duration of his/ her substitution. The terms of this section shall not apply to temporary assignments outside the bargaining unit. Employees who are appointed to a temporary position outside of the unit will be granted a leave of absence from their unit position without loss of accrued benefits at the conclusion of which they will be returned to the position they were working prior the the leave.

15.4 Direct Deposit & Employee Self Service

All Secretaries will be subject to enrolling in the town's Payroll Direct Deposit Program and will access their paycheck stub information via the Town's Electronic Employee Self Service Module.

ARTICLE XVI
Grievance and Arbitration

Any grievance or dispute, which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled pursuant to the terms of this Article. The School Committee and the Association desire that such procedure shall always be as confidential as may be appropriate for the grievance involved at the procedural level involved.

Level One—The employee with a grievance will first discuss it within twenty (20) working days of the date of the grievance with his/ her principal/ immediate supervisor with the object of resolving the matter informally. The Association Representative may be present. The principal/ immediate supervisor must render a decision in writing within five (5) working days of said presentation.

Level Two—If the grievance is not satisfactorily resolved at Level One, the employee may, with the Association Representative's concurrence, present the matter in writing to the Human Resources Director within five (5) working days following such Level One presentation. The Human Resources Director shall, within eight (8) working days after written receipt of the written grievance, notify and meet with the aggrieved employee and the Association Representative in an effort to resolve the matter. The Human Resources Director shall render his/ her decision to the grievance in writing within five (5) working days of the presentation. Group grievance will be processed at this level.

Level Three—If the grievance is not satisfactorily resolved at Level Two, the Association Representative may present the grievance in writing to the Superintendent of Schools within five (5) working days of receipt of the written response of the Human Resources Director.

The Superintendent of Schools shall, within five (5) working days after receipt of the written grievance, notify and meet with the aggrieved employee and the Association Representative in an effort to resolve the matter. The Superintendent shall render their decision to the grievance in writing within five (5) working days after the meeting. Disciplinary procedures, if necessary, will be processed at this level.

Level Four—If the grievance is still not satisfactorily resolved at Level Three, the Association Representative may, within ten (10) working days of the receipt of the written response of the Superintendent, send written notification of the grievance and copies of all prior grievance-related correspondence by certified mail to the Chairman of the School Committee. The School Committee at its next regularly scheduled meeting, or a meeting specifically convened for this matter, shall meet with the aggrieved employee and Association Representative to discuss the grievance. The School Committee will take the grievance under advisement and render a decision no later than ten (10) days following its next regularly scheduled meeting. Discharge procedures, if necessary, will be processed at this level.

Level Five—If the grievance has not been satisfactorily resolved at Level Four, either party may, within fifteen (15) calendar days of the rendering of the School Committee's decision, notify the other party of its intent to arbitrate. Selection of an arbitrator shall be by mutual consent of the parties. In the event that the parties are unable to agree on an arbitrator, a list of five qualified arbitrators will be requested from the American Arbitration Association. From this list the Association and the School Committee will in turn strike the name of an arbitrator until there is only one remaining name. The last remaining arbitrator will be used. The cost of the arbitration proceedings will be equally shared by the parties to this Agreement. The findings of the arbitrator will be binding upon both parties.

ARTICLE XVII

Miscellaneous Provisions

The following constitute miscellaneous provisions of this Agreement.

17.1 Exclusion from Emergency First Aid Treatment

Whereas no school employee other than principals, teachers, and nurses is exempt from civil liability for emergency first-aid treatment or transportation for a sick or injured student under Chapter 660, of the Acts of 1973, all employees covered by this Agreement shall not be required to treat or apply first aid to a sick or injured student, or to dispense any medication to a student.

17.2 Personal Complaints

Any complaint regarding a secretary made to any member of the administration by any person, regardless of the form in which the complaint was made, will be called to the attention of the secretary, in writing, provided that the complaint is not subject to criminal investigation.

17.3 Conference Attendance

Association members may attend, with the prior approval of the Principal, or in the case of a secretary not assigned to a specific school, with the prior approval of his/ her immediate supervisor, appropriate educational secretaries' conferences, and will be reimbursed for reasonable mileage, food expenses and registration fees.

17.4 Copy of Agreement

The entire agreement will be posted on the Franklin Public Schools' Intranet Web Page within three weeks of signing. Secretaries will access their contract via electronic means.

17.5 Just Cause

No secretary will be disciplined, reprimanded, reduced in rank or compensation without just cause. Newly hired secretaries will have a probationary period of six (6) months, during which time they shall not have the just cause protections afforded by this section.

ARTICLE XVIII
Negotiations Procedure

No later than October 1, 2019 either party may, in writing, request reopening of the agreement for the purpose of negotiating revisions to the contract for the period commencing July 1, 2020.

This Agreement incorporates the entire understanding of the parties on all issues, which were or could have been the subject of negotiation.

Any matter not specifically covered by this Agreement is not a part of this Agreement.

This Agreement may not be modified in whole or part by the parties except by an instrument, in writing, duly executed by both parties.

ARTICLE XIX
Duration

This Agreement shall commence July 1, 2020 and extend through June 30, 2023. This contract shall automatically be renewed to include the period July 1, 2023 to June 30, 2024, unless either party notifies the other party, in writing, on or before October 1, 2022. This Agreement shall automatically extend for subsequent periods of one year unless either party notifies the other, in writing, each October 1 preceding the yearly period in question.

ARTICLE XX
Evaluation

**SECRETARIAL/ADMINISTRATIVE SUPPORT PERSONNEL
PERFORMANCE APPRAISAL
PROCESS/GUIDELINES**

All Secretarial/Administrative Support Personnel are to be appraised yearly. The appraisal will take place during the month of January. The school principal, office manager, or immediate supervisor will initiate and conduct the appraisal with input from any necessary personnel.

Purpose:

The appraisal should consist of:

- ◆ An objective review and evaluation of the employee's performance in relation to the specific **job description** and any improvement goals previously established.
- ◆ A two-way discussion during which the employee and immediate supervisor discuss the employee's strengths and review those areas where further development/ improvement is needed.

Directions:

- ◆ It is important to schedule a meeting with the employee and let the employee know in advance when and for what purpose the meeting will take place.
- ◆ It is also important to give the employee a blank copy of the appraisal tool ahead of time and ask that he/ she rate his/ herself and/ or start thinking about their performance strengths and opportunities for improvement.
- ◆ The "comments" and "action plan" lines are to be used to cite examples of actual behaviors which support your ratings, particularly in the exceeds and needs improvement (N/ I) categories. **For any rating that is below there must be an action plan outlined for improvement.**
- ◆ Jointly establish developmental/ improvement objectives, action plans, along with target dates to be addressed during the year. For any needs improvement rating there must be an action plan outlined for improvement. The expectation(s), a reasonable timetable for meeting the expectation(s), along with a means, should be clearly identified in this action plan.
- ◆ Provide the employee with the opportunity to make written comments about the appraisal after you have completed all of the comments and ratings.
- ◆ Submit signed copy of appraisal to the Human Resources Office for review and filing.

FRANKLIN PUBLIC SCHOOLS SECRETARIAL/ADMINISTRATIVE SUPPORT PERSONNEL EVALUATION

Name	Appraisal Period
Job Title	Date in Position
School/Department	Date of Employment

1. PROFESSIONALISM	EXPECTATIONS		
	EXCEEDS	MEETS	N/I
Is dependable			
Is punctual			
Displays respect for individuals and reinforces mission statement of Franklin Public Schools			
Maintains Confidentiality			
Remains calm under pressure			
Utilizes tact and restraint when dealing with difficult situations			

2. TECHNICAL SKILLS/KNOWLEDGE	EXPECTATIONS		
	EXCEEDS	MEETS	N/I
Makes effective use of equipment/tools to complete work, i.e. fax/stamp machine, Email/Phonemail, Spell Check, etc.			
Demonstrates thorough understanding and use of word processing system			
Displays willingness to learn and use new systems/software			

3. INTERPERSONAL SKILLS	EXPECTATIONS		
	EXCEEDS	MEETS	N/I
Demonstrates courteous and helpful behavior			
Interacts in ways that fosters cooperation and teamwork among co-workers, parents, teachers, students, etc.			
Establishes and maintains cooperative work relationships			
Communicates effectively(clearly and concisely)			
Displays fairness and patience when dealing with students			
Responds appropriately to feedback			
Is open to new ideas and considers all points of view			

4. QUALITY OF WORK	EXPECTATIONS		
	EXCEEDS	MEETS	N/I
Produces complete and accurate work			
Plans, organizes, and prioritizes work to make effective use of time			
Adapts work methods to changing situations			
Offers suggestions for improvement			
Follows directions and questions any that are unclear			
Completes work in a timely manner			

Wage Schedule

The salary scale shall include (3) grades starting with Grade 4 and ending with Grade 6

FY21						
Grade	Step1	Step2	Step3	Step4	Step5	Add'l *
4	18.89	19.42	20.23	20.74	21.37	21.87
5	19.51	20.23	20.74	21.58	22.27	22.77
6	20.24	20.77	21.58	22.30	22.98	23.48
FY22						
Grade	Step1	Step2	Step3	Step4	Step5	Add'l *
4	19.08	19.61	20.43	20.95	21.58	22.08
5	19.71	20.43	20.95	21.80	22.49	22.99
6	20.44	20.98	21.80	22.52	23.21	23.71
FY23						
Grade	Step1	Step2	Step3	Step4	Step5	Add'l *
4	19.46	20.00	20.84	21.37	22.01	22.51
5	20.10	20.84	21.37	22.24	22.94	23.44
6	20.85	21.40	22.24	22.97	23.67	24.17

* Each full time employee shall as of July 1 of each year receive step increments successively to the next higher rate within his/ her higher rate within his/ her schedule, provided he/ she has completed 4 months of service. Should a secretary not meet the 4 month requirement, there would not be a step increase until the following July.

* Secretaries with ten (10) full fiscal years of seniority as of 6/30/05 will be eligible for an additional .50 cents per hour as of July 1, 2005. This amount will be added to the step 5- salary base after the annual percent increase is calculated.

Current School Secretarial Grade Classification

Grade	Title
4	General Clerical
5	High School House Secretaries
5	Second Secretary in Office
5	Switchboard Operator/Receptionist
6	Secretary to Elementary Principal
6	Guidance Secretary
6	Central Office Secretaries
6	Secretary to High School and Middle School Principals

Grade 5 secretaries work the school year plus additional days at the discretion of the building principal, not to exceed 205 days. All current elementary principal secretary positions (grade six) are full year positions.

The High School Guidance Secretary and High School Switchboard/Receptionist will work 225 days.

Grade 6 middle school and high school secretaries [for Principals] and central office secretaries will work a full year.

All new employees hired will be placed within the appropriate grade classification as described in the Grade Classification grid. Under no circumstances shall any new hire be placed in a Grade Classification, which differs from the chart.

Signed by the duly authorized bargaining representatives on the dates set forth below:

FRANKLIN SCHOOL COMMITTEE

**FRANKLIN SCHOOL SECRETARIES
ASSOCIATION**

By: Timothy Keenan
Timothy Keenan

By: Donna Grady
Donna Grady

Date: 8/20/20

Date: 8/4/2020