



AGREEMENT

BETWEEN THE

**FRAMINGHAM SCHOOL
COMMITTEE**

AND THE

**LABORER'S
INTERNATIONAL UNION
OF NORTH AMERICA
LOCAL 1156**

**COLLECTIVE BARGAINING AGREEMENT
UNIT C (CUSTODIANS AND MAINTENANCE EMPLOYEES)
JULY 1, 2024 - JUNE 30, 2025**

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PREVIOUS CONTRACTS:

[2018-2021 Unit C Collective Bargaining Contract](#)

[2021-2024 Unit C Collective Bargaining Contract](#)

UNIT C
AGREEMENT

This **AGREEMENT** is made and entered into as of July 1 , 2024 through June 30, 2025, by and between the School Committee of the City of Framingham (hereinafter called the "Employer") and the Massachusetts Laborers' District Council on behalf of Local No. 1156, Laborers' International Union of North America, AFL-CJO (hereinafter called the " Union").

ARTICLE 1
RECOGNITION

In accordance with the certification of the Massachusetts Labor Relations Commission, the Employer recognizes the Union as the sole and exclusive bargaining representative for all permanent school custodians, maintenance employees, manager of custodial services excluding the Assistant Director of Buildings and Grounds, Sr. Construction Project Manager and temporary help.

ARTICLE 2
MEMBERSHIP IN UNION

The Employer will advise all new permanent employees at the time of their employment that the Union is their representative and will notify the Union's Secretary Treasurer in writing of the name, address, Social Security Number, and time they started work and Appointment Date and Classification of each new employee. The Employer and the Union recognize the right of any employee to become or not to become a member of the Union and will not discourage, discriminate, or in any other way interfere with the employee in the exercise of these rights. The Employer will similarly notify the Secretary-Treasurer in writing the Name, Classification, and effective date of any employee terminating employment.

Deduction of Union Dues: The Employer agrees to deduct Union dues from the wages of any permanent school custodian or maintenance employee who authorizes such deduction in writing. Said deductions will be made on a weekly basis and forwarded monthly by the Employer to the Union not later than ten (10) days following the end of the month in which the deductions were made. The Employer will also forward with these sums the names of the employees from whom deductions were made and the amount deducted from each for the month involved. The Union shall indemnify and save the Committee and/or City harmless against all claims, demands, suits, or other forms of liability that may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to the above paragraph. Effective July 1, 2020, said deductions will be made on a biweekly basis.

ARTICLE 3
NO STRIKE, NO LOCKOUTS

It is mutually agreed that during the term of this Agreement there will be no stoppage of work, lockout, shut down, or similar interference with work.

ARTICLE 4
DIVISIONS

For the purpose of this Article, employees shall be grouped in the following divisions:

Division A: Custodial		
Subdivision 1	Supervising Custodians	Grade I
Subdivision 2	Senior Custodians	Grade II through IV
Subdivision 3	Night Foreman	Grade V through VI
Subdivision 4	Assistant Custodians and Rotators	Grade VII through X

Division B: Maintenance		
Subdivision 1	Maintenance Supervisor	Grade I
Subdivision 2	Electrician	Grade II
Subdivision 3	Plumber	Grade II
Subdivision 4	Heating Equipment Repairworker	Grade II
Subdivision 5	Head Painter	Grade III
Subdivision 6	Cabinet Maker, Carpenter	Grade IV
Subdivision 7	Mason	Grade II
Subdivision 8	Electrician	Grade IV
Subdivision 9	Metal Worker	Grade IV
Subdivision 10	Mechanic	Grade IV
Subdivision 11	Painter	Grade VI
Subdivision 12	Inventory Control and Supply Clerk	Grade VIII
Subdivision 13	Utility Worker	Grade VIII
Subdivision 14	Utility Person	Grade IX

ARTICLE 5
ROTATING CUSTODIAN

Rotating Custodians who report for work on a shift and are then informed they are to fill in as a substitute on another shift on that day will be credited as having worked a minimum of two (2) hours on the first duty assignment regardless of when they are released from duty on that shift on that day; however, in no event will they be guaranteed more than eight (8) hours of pay in one (1) day.

ARTICLE 6
WORK SCHEDULES

Work schedules are established by mutual consent between the Union and the Director of Buildings and Grounds. Implementation will be by the Supervising Custodian, Senior Custodians, and/or Head Custodians subject to the approval of the Director of Buildings and Grounds. Such approval shall not be unreasonably withheld. The Director of Buildings and Grounds, in agreement with the Union and the employee, may adjust shifts as deemed necessary to provide coverage at schools. Such agreement may not be unreasonably withheld.

Shift 1	All Schools	07:00 A.M. - 3:30 P.M.
Shift 2	All Schools	3:00 P.M. - 11:30 P.M.
Shift 2A	All Schools	1:30 P.M. - 10:00 P.M.
Shift 1A Intermediate	Framingham High School	6:00 A.M. - 2:30 P.M.
	Framingham High School	1:00 P.M. - 9:30 P.M.
Shift 2I Intermediate	All Schools	11:00 A.M. - 7:30 P.M.

All shifts have a one-half hour (1/2 hour) for meals.

For openings and/or vacancies in schools beginning July 1, 2000, the Director of Buildings and Ground retains the right to post and/or to fill the positions for the hours of 1:30 P.M. - 10:00 P.M. (1/2 hour lunch) which shift will be known as Shift 2. Any custodian currently working 3:00 P.M. - 11:30 P.M. can volunteer to adjust their hours of work to 1:30 P.M. - 10:00 P.M. by notifying the Director or the Assistant Director.

ARTICLE 7
PROBATION

After appointment by the Superintendent of Schools, an employee shall be on probation for six (6) months. At the end of the probationary period, the employee must receive the recommendation of their supervisor and the appropriate Maintenance Supervisor before being removed from probationary status. The provisions of Article 18 do not apply to probationary employees. Upon completion of probation, an employee's seniority and other benefits shall relate back to their date of hire. Employees may be reassigned during their

probationary period at the Director's discretion to fill any necessary needs of the Department or to provide the employee with needed training.

Senior Custodians shall serve a six (6) month probationary period from the date of appointment as a Senior Custodian. Probationary status may be extended for an additional six (6) months if the parties mutually agree. If, after the six (6) month or twelve (12) month probationary period, the employee is found to be unsatisfactory by the Director or their designee, the employees may be returned to their previous position and pay grade.

If an employee changes a grade, they will serve a three (3) month probationary period from the effective date of the position with a new grade. Probationary status may be extended for an additional three (3) months if the parties mutually agree. If, after the three (3) month or six (6) month probationary period, the employee is found to be unsatisfactory by the Director or their designee, the employee may be returned to their previous position and pay grade. This provision shall not apply to an employee transferring between locations but within the same grade.

While an employee is in a probationary period, they will not be permitted to bid on any vacancies that may be posted.

ARTICLE 8 **SENIORITY**

Seniority means the length of continuous employment in any position covered by this Agreement. An employee shall not acquire seniority during the probationary period which shall be for six (6) months after appointment by the School Committee, but thereafter their seniority will date from the first working day of consecutive service. Seniority lists containing the names, dates of seniority, classifications, and locations of employees will be posted in all buildings in January of each year, and a copy will be available to the Union. Protests regarding seniority must be made within thirty (30) days after the lists are posted. No changes shall be made in the seniority date accredited to an employee which has appeared on two (2) consecutive annual lists without protest by the employee. In the case of employees who started work on the same day, their relative positions shall be determined by a drawing to be made by the Director of Buildings and Grounds in the presence of any Union representative or member wishing to be present.

Upon completion of two (2) consecutive years on lay-off, the employee's name will be removed from the recall list and no further obligation will exist.

ARTICLE 9 **REDUCTION IN FORCE**

In the event of a reduction in force, the most junior employee in the classification affected shall be subject to layoff in accordance with the procedures below.

Every reasonable effort will be made to preclude a reduction in force when a building is closed on a temporary basis by utilization of employees represented by the Union at needed tasks.

In the case of temporary relocation of a school, the temporary shutting down of a building, or the temporary reopening of a building, the staffing, transfer, and related procedures will be jointly worked out between the Director of Buildings and Grounds and the Union on a situation to situation basis.

A. Division A:

1. An employee in Subdivision 4 (Assistant Custodian) whose position is eliminated or who is displaced by a more senior employee shall have the right to displace any employee with less seniority occupying a position in Subdivision 4, Division A (Assistant Custodians).
2. An employee in Subdivision 3 (Night Foreman) whose position is eliminated or who is displaced by a more senior employee shall have the right to displace any employee in Subdivisions 3 and 4 with less seniority, provided they are qualified to satisfactorily perform the duties of that same or lower graded position.
3.
 - a. An employee in Subdivision 1 and 2 (Senior Custodians) whose position is eliminated or who is displaced by a more senior employee shall have the right to displace the employee with the least seniority in their same pay grade, provided their seniority permits and provided they are qualified to satisfactorily perform the duties of that same pay graded position.
 - b. If unable to displace in the same pay grade, they will have the right to displace the least senior employee in the highest pay grade below their own on Subdivision 2, provided they are qualified to satisfactorily perform the duties of that lower graded position.
 - c. If unable to displace in Subdivision 2, Division A, they will have the right to displace any employee with less seniority in Subdivision 3 and 4, provided they are qualified to satisfactorily perform the duties of that lower graded position.

B. Division B:

1. An employee in Division B whose position is eliminated or who is displaced by a more senior employee shall have the right to displace a less senior employee in the same or lower graded job in this division, provided they are qualified to satisfactorily perform the duties of that same or lower graded position. It is recognized that within the pay grade "mechanic" there are distinctly different jobs requiring different skills and training.
 - a. If unable to displace a less senior employee within Division B, they will have the right to displace the least senior employee in Subdivision 4 of Division A, provided they are qualified to satisfactorily perform the duties of that Subdivision 4 position.

Where the term "classification" or "grade" is used in this article, it shall mean the pay grades listed in the "Schedule of Rates of Pay" attached as Appendix A.

For the purpose of determining a higher or lower rated job or pay grade, shift differential shall not be included.

In the event an employee moves to a lower graded position as the result of a reduction in force, school closing, or displacement by a more senior employee, they shall be paid the step rate on his new job that is closest to, but not more than, the rate held on the job they are leaving (excluding shift differential) except for those employees on maximum. If and when such an employee returns to a position with a pay grade equal to the position they had left, they will be paid at the same step they would have achieved had they remained in that grade.

An employee whose position is being eliminated or who is being displaced as the result of a reduction in force shall be notified in person of that fact and they shall have the opportunity to have the President of the Union or their designee present at such meeting.

Upon being notified that they are being affected as the result of a reduction in force, the employee shall have three working days to notify the Director of Buildings and Grounds or their designee of their course of action.

An employee affected by a reduction in force or who is displaced by a more senior employee may elect not to exercise their rights under this Article but to take a layoff with the right of recall.

ARTICLE 10 **RECALLS**

Employees shall have the right to return to their former positions in accordance with their seniority within their classification. In the event a position becomes vacant and there are no employees with recall rights to said position, then other employees who are laid off and are qualified to do the job shall, in the order of their seniority, be given preference to fill the said position before any new employees are hired. An employee who is on layoff status and who fails to report for work within fourteen (14) days after notice of recall shall be considered terminated unless an extension is granted by the Director of Buildings and Grounds. (See Article 4 regarding seniority while on layoff).

An employee recalled within a two (2) year period following their layoff to a position in the same pay grade as that from which they were laid off, will be paid at the step they were on at the time of their layoff. If recalled to a lower graded position, they will be paid at the step rate in their new position that is closest to but does not exceed the current pay for their former grade and step.

ARTICLE 11 **TRANSFERS**

A. Temporary Transfers:

1. When an employee is transferred temporarily for the convenience of the Employer, they shall receive their regular rate of pay. However, if the transfer is to a higher rated position, and is for a period in excess of three (3) consecutive days, they shall

receive the minimum rate of the new position and the employee shall be compensated retroactively to the first day of that assignment.

- B. When an employee is transferred permanently, salary shall be as described in Article 6 above but shall be effective immediately except that:
 - 1. A Senior Custodian at maximum rate who is transferred to a higher graded Senior Custodian position shall receive the maximum of the new position.
 - 2. A Senior Custodian at maximum rate who is transferred from a high school or middle school to Supervising Custodian shall receive the maximum steps of the Supervisory Custodian's rate range.
 - 3. A Senior Custodian at maximum rate who is transferred from any other school to Supervisory Custodian shall receive Step 3 of the Supervisory Custodian's rate range.
- C. The second, third, intermediate, or rotating custodian's salary differential for employees on those shifts shall be in effect only as long as said employees are actually assigned to their respective shifts.
- D. Unit members being elected to positions cited in Section B.3 or reverting to lower positions will be placed on the same pay step which they held at the time of the change of position.
- E. Employees within the unit shall be allowed to exchange positions provided that such positions are published as openings and the transfer is approved by the Director of Buildings and Grounds.
- F. Any employee transfer will be at the discretion of the Director of Buildings and Grounds.. The exercise of this discretion shall not be unreasonable.
- G. When the usage of a building is reduced, the incumbent Senior Custodian will retain their pay grade as long as they remain the Senior Custodian of that building. The grade of the Senior Custodian replacing them will reflect the utilization of that building.

ARTICLE 12 **DEMOTION**

When an employee is demoted voluntarily or involuntarily, they shall be re-rated immediately for salary purposes. If they are demoted to Assistant Custodian (any shift or rotating) for reasons other than due to reduction in force, they shall receive the rate for their new lower position according to their length of service in this bargaining unit. If they are demoted to any other position for reasons other than due to reduction in force, they shall be paid at the step rate in their new position that it is at least ten cents (\$.10) per hour less than their former rate of pay. If such step rate is not at least ten cents (\$.10) below their former rate of pay, they will be paid at the next lower step in the pay grade of their new job.

ARTICLE 13
POSTING AND FILLING POSITIONS

- A. Vacancies in regularly assigned positions and newly created positions that will be of more than thirty (30) days duration shall be posted for five (5) working days in all school buildings within ten (10) working days of such vacancies occurring, or new positions being established. The School Committee and its designee agree to notify the Union of any changes made in the qualification measurements before a vacancy notification incorporating such changes is posted.
- B. Employees desiring such positions shall, within five (5) working days after the bulletin is posted, apply in writing to the Director of Buildings and Grounds. Employees will not be permitted to make more than one (1) lateral move within a six (6) month period unless agreed to by the Director of Buildings and Grounds and the Union.
- C. Recommendations for appointment to such positions shall be submitted by the Director of Buildings and Grounds, and to the Superintendent of Schools for approval. This shall be done as soon as possible after the expiration of any necessary posting. Appointment shall be awarded within five (5) days of the approval by the Superintendent of Schools. The appointment may have a start date of (TBA) if such vacancy was posted in advance to allow for all subsequent vacancies that occur from the initial vacancy to be determined. This provision allows for adequate time to train staff in new appointment(s) that can occur due to a single initial vacancy. The name of the appointee shall be posted to the group. Copies of this posting shall be furnished to the President of the Local Union.
- D. Appointments to such positions shall be made at the sole discretion of the Director of Buildings and Grounds who may consider such criteria as qualifications, abilities, special skills and/or licenses, work history, attendance, and/or discipline. Where all factors are equal between two or more candidates, the employer may consider seniority.

The determination of what constitutes unsatisfactory work performance is reserved to the discretion of the Superintendent of Schools. That discretion shall not be unreasonably exercised.

The following will be a guideline in the selection of appointees for Supervising and Senior Custodian positions in descending order:

First:	Supervising Custodian Grade I
Second:	Senior Custodian Grade II
Third:	Senior Custodian Grade III
Forth:	Senior Custodian Grade IV
Fifth:	Night Foreman and Assistant Custodians

The Director of Buildings and Grounds agrees to provide to the Union's Business Manager, upon request, a resume of the person's qualifications. An employee must have at

least three (3) years of seniority to be eligible for the position of Senior Custodian. NOTE: In the case of Night Foreman and Assistant Custodians, the best qualified shall be determined by screening the past assignments, evaluations, experience, and knowledge of these custodians and in the event, no significantly better qualifications are determined to exist, seniority shall govern.

- E. The final decision on appointments made under this Article shall be at the discretion of the Superintendent of Schools. That discretion shall not be unreasonably exercised.
- F. Every reasonable effort will be made to fill all vacancies in the minimum possible time.
- G. The Superintendent or their designee agree to notify the Union of any changes made in the qualification requirements before a vacancy notification incorporating such changes is posted.
- H. No Pay Status. Taking any day(s) on a no pay status is not supported by the District. If an employee has exhausted their accrued sick, personal, and/or vacation days, and have not been approved for any other leave of absence, they are expected to report to work. Failure to comply with this may result in the disciplinary process, up to and including termination of employment

ARTICLE 14
HOLIDAYS

1. Employees shall be granted the following holidays with pay whenever the holiday falls on a regular workday:

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Day*	Independence Day	Day After Thanksgiving
President's Day	Labor Day	Christmas Day
Good Friday	Columbus Day	Day Before Christmas
Patriot's day	Veterans Day	Juneteenth

*If a state holiday

2. Any employee who works on a holiday will be paid at time and one-half their regular rate in addition to holiday pay.
3. Paid holidays shall be considered as time worked.
4. In order to be eligible for holiday pay, an employee must have worked the last regularly scheduled work day preceding the holiday and the first regularly scheduled work day following the holiday unless excused by the Director of Buildings and Grounds.
5. If Independence Day, Veterans Day, Christmas Day, or New Years Day falls on a Saturday, at the discretion of the Superintendent, it/they must be taken the day before,

the Monday immediately following , or as a floating holiday to be taken within thirty (30) days.

ARTICLE 15
SICK PAY

The purpose of the benefits described and specified in this Article is solely to provide protection against loss of income when an employee is unable to work because of their own disability. The purpose of sick leave as provided in this Article is to provide for continued pay, within the provisions of this Article, for days when an employee is sick. Sick leave may be used for doctor appointments so long as the employee, upon their return to work, produces a doctor's certificate confirming such use. Abuse of sick leave will lead to disciplinary action up to and including discharge. Sick leave as provided in this Article shall be taken in units of one-half (1/2) day at a time. An employee will be charged for the actual time used for doctor's appointments, but not less than a minimum of two (2) hours.

- A. Effective July 1, 2013, accumulation of sick days will begin as of the date of a new employee's service in the school system and at a rate of .833 days per month until the next fiscal year which is July 1st. Thereafter, July 1, employees will be credited with ten (10) days of sick leave per year. Effective July 1, 2023, employees will be credited with eight (8) days of sick leave per year. Accruals will run from July 1 to June 30 of each year.
- B. An indefinite number of unused sick days may be accumulated.
- C. Sick leave deductions will be made from the accumulation if payment has been made to the individual during their absence. Otherwise, no deduction will be made from the individual's accumulation. Sick leave deductions will not exceed forty (40) hours per week.
- D. In the event that illness of an employee extends beyond the period of five (5) consecutive working days, the Director of Buildings and Grounds or their designee 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.

In the event an employee has a series of absences that are not satisfactorily explained, the Director will notify the employee in writing that any further absences may require a doctor's certificate confirming the reason for the absence. The cost of obtaining this doctor's certification shall be borne by the employee. The Committee (Employer) reserves the right to obtain a second opinion from a doctor of the Employer's choice and at the Employer's expense.

- E. Paid sick leave time shall be considered as time worked for the purpose of computing overtime compensation.
- F. Benefits payable under this Article will be reduced by the amount of any Workmen's Compensation disability benefits for dependents' allowance payable or received.
- G. Sick pay benefits will be paid only if the employee has given prompt and timely notification of their absence in accord with procedures established by the Director of Buildings and Grounds or their designee, unless unable to do so for good reason, and if

the employee keeps their Senior Custodian or Foreman informed as to their status in the case of continuing absence unless unable to do so for good reason.

- H. Effective July 1, 2008, the contract year will be divided into four quarters (e.g. July 1, 2008-September 30, 2008). Any employee covered by this Agreement that uses zero (0) sick days in any quarter, shall receive Fifty Dollars (\$50.00), said sum to be payable in the paycheck following the end of such quarter. Effective July 1, 2018, any employee covered by this Agreement that uses zero (0) sick days in any quarter, shall receive one hundred dollars (\$100.00), said sum to be payable in the paycheck following the end of such quarter.
- I. The parties recognize the applicability of the District's sick leave abuse/management policy and agree that it will be enforced by the Director of Building and Grounds and/or Office of Human Resources.

ARTICLE 16 **LEAVE OF ABSENCE**

A. Temporary Leaves of Absence

1. **Death in the immediate family.** Full-time employees shall be allowed a period of five (5) consecutive calendar days absence without loss of pay each time there is a death in their immediate family. Two (2) additional days may be granted for extenuating circumstances at the discretion of the Director of Buildings and Grounds. The immediate family is defined to include mother, father, sister, brother, child, spouse, mother-in-law, father-in-law, grandmother, grandfather, grandchild, stepparents, and stepchildren. One day's leave will be granted to any employee in order to attend the funeral of their aunt, uncle, niece, nephew, brother-in-law, or sister-in-law. The District reserves the right to seek satisfactory certification in order to receive the benefits of this Article. One day per calendar year may be deducted from a Unit C employee's sick time and used for bereavement leave on behalf of any person significant to the employee's life.
2. **Personal Reasons.** A full-time employee may be allowed a total of three (3) days of absence per year (July 1 through June 30 of the following year) without loss of pay. Application for personal leave must be made at least twenty-four (24) hours before taking such leave except in the case of emergency. The benefits of this paragraph shall not be utilized so as to extend a holiday or vacation period. Unless a person has been absent from work for personal illness or absent under provisions of Article VII, Section 1, they shall not be granted a personal day unless they were physically present at work on the previous day. Personal days may be taken only in units of one-half (1/2) day at a time.
Notwithstanding anything contained herein to the contrary, an employee may not use any personal leave during the workweek immediately prior to the opening of school. All unused personal days may be carried over into the next contract year and converted into sick days to be added to the Unit C employee's sick day accumulation.
- 3.

B. Extended Leaves of Absence

1. Military leave will be granted to any person who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, they will be placed on the salary schedule at the level which they would have achieved had they remained actively employed in the system during the period of their absence up to a maximum of four (4) years.
2. A leave of absence without pay or increment of up to one (1) year may be granted at the discretion of the Superintendent of Schools 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 sole discretion of the Superintendent of the Schools.
3. The Superintendent may grant a leave of absence without pay or increment to anyone to campaign for or service in a public office. The exercise of this discretion will be reasonable.
4. A non-probationary employee may be granted a leave of absence by the Superintendent of Schools, without pay, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence. The exercise of this discretion will be reasonable.
5. Other leaves of absence without pay may be granted by the Superintendent of Schools.
6. All benefits to which they were entitled at the time of their leave of absence commenced, including unused accumulated sick leave, will be restored upon their return, and they will be assigned to the same position or one substantially equivalent to one they held at the time said leave commenced.
7. All requests for extensions or renewals of leaves must be applied for in writing at least thirty (30) days before the leave expires. Decisions on these requests will be confirmed in writing.

ARTICLE 17
MILITARY RESERVE/JURY DUTY

The School Committee shall pay the difference between the daily salary rate of a unit member and the rate of their salary as a juror when a unit employee is called to jury duty.

Unless provided otherwise by law, the School Department shall pay for the difference between the daily/weekly salary rate of a unit member and the rate of their salary as a juror or a military reservist when that unit employee serves on jury or military reserve duty.

ARTICLE 18
VACATIONS

All full-time employees covered by this Agreement shall be entitled to paid vacation as indicated below.

- A. A full-time employee is a person appointed by the Framingham School Committee whose job requires that they work at least thirty (30) weeks during the year regardless of the number of hours they are required to work daily.
- B. Vacation year runs from July 1 of one year to and including June 30 of the following year. Each vacation period begins on July 1st.
- C. Hourly employees are those whose salaries are based on a stated hourly rate.
- D. Basic weekly salary applies to hourly employees only. It is arrived at by multiplying the hourly rate by the number of hours worked. It does not include overtime.
- E. Administration of Payment:
 - 1. A day's pay shall equal the quotient of the weekly salary divided by five (5).
 - 2. For hourly employees, a week's pay shall equal the product of the hourly rate and the number of hours worked per week. In figuring vacation pay for hourly workers, overtime shall not be considered. Effective July 1, 2020, for hourly employees, a bi-weekly pay shall equal the product of the hourly rate and the number of hours worked in two weeks.
- F. Vacation Entitlements
 - 1. Effective the ratification date of this Agreement, a first year employee starting on July 1 will receive a full ten (10) day vacation allotment that they can only use once they have completed the six month probationary period; a first year employee starting after July 1 will receive a prorated allotment (i.e. an employee who starts on October 1 will receive seven and one half (7.5) vacation days that can be used once they complete their six month probationary period). These paid vacation days are accrued on a pro-rata basis. 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. The provisions of this paragraph apply to employees hired after the ratification of this agreement.
 - 2. All entitlements to vacation allowance are to be based on years of continuous Framingham service as of June 30 immediately preceding the vacation period except as provided in Paragraph D immediately following.
 - 3. Vacation leave with pay shall be granted to a regular employee at the rate of two (2) weeks annually. Any employee after completing five (5) years of continuous service shall be granted three (3) weeks annually, four (4) weeks annually after completing ten (10) years of continuous service, and five (5) weeks annually after completing twenty (20) years of continuous service.
- G. Employees entitled to three (3) or more weeks of vacation shall be required to take their vacation at two (2) different times. Requests for vacations longer than two (2) weeks

must be requested and approved in writing by the Director of Buildings and Grounds at least thirty (30) days prior to the requested period. No request deemed appropriate by the Director shall be denied.

Employees shall be entitled to carry over from one (1) year to the next, one (1) week of earned vacation.

H. An employee who has completed more than one (1) full year of continuous service and terminated that service will, at the time of termination, be paid vacation entitlements for service during the final vacation year as stated below:

1. If they have completed thirty (30) weeks or more service in the aggregate in the final vacation year of employment, they shall be entitled to the full annual paid vacation based on total years of continuous service.
2. If they have completed less than thirty (30) weeks in the aggregate in the final vacation year of employment, their vacation entitlement on termination shall be the product of the number of months of service in the final vacation year divided by twelve (12) and multiplied by the number of days of annual vacation entitlement as of the date of termination.

I. The normal vacation period shall extend from July 1 to June 30 excluding the week immediately preceding the opening of the school year in September. Vacations may be taken between July 1 and June 30 provided the request is received and approved by the Director of Buildings and Grounds in advance; all vacation approvals will be subject to adequate coverage. When taking a one (1) or two (2) day vacation, notice must be provided at least thirty six (36) hours prior to the requested vacation period. When taking a three (3) or more day vacation, notice must be provided ten (10) days prior to the vacation period requested subject to adequate coverage. The Union recognizes the right of the Director of Buildings and Grounds to transfer custodians from one building to another to provide for vacation coverage if a rotating custodian is not available.

Notwithstanding anything above, to the contrary, five (5) days at least of annual vacation leave must be taken in a block of one (1) week. This one (1) week block shall not be used for carryover time. Effective July 1, 2018, all employees may use accrued vacation time one (1) day at a time, subject to thirty-six (36) hour advance notice and approval by the Director of Buildings and Grounds. Approval thereof shall be at the complete discretion of the Director of Buildings and Grounds.

Effective July 1, 2024, An employee may take vacation in (a) half day (4 hours) increment(s), provided they provide notice to the Director of Buildings and Grounds or a designee at least thirty-six (36) hours prior to the requested vacation period.

J. No employee will lose their vacation entitlement due to absence because of sickness or injury. The employee will be permitted to take the vacation entitlement within six (6) months of returning to work. Vacation time does not accrue while a member is on sick leave bank.

K. Notwithstanding anything contained herein to the contrary, an employee may not use any vacation leave during the workweek immediately prior to the opening of school.

ARTICLE 19
OVERTIME

Overtime shall be distributed equally among qualified employees over a reasonable period of time and will be subcontracted only if no qualified person is available from within the unit or if, in the opinion of the Director of Buildings and Grounds, such subcontracting is required for the efficient operation of the school buildings. An employee who refuses overtime shall be considered as having worked that period of overtime.

All employees, at all schools, will receive overtime rates for time worked beyond forty (40) hours. Any employee responding to an alarm call shall be paid in two (2) hour increments.

Any maintenance employee called in before or after normal working hours **for an emergency** will receive a minimum of pay for four (4) hours at the overtime rate. If determined to be practicable by the Director or their Designee, other duties may be assigned to be completed during the four (4) hours.

Any maintenance employee called in before or after normal working hours for planned overtime (i.e. opening a building for a vendor) maintenance will receive a minimum of pay for two (2) hours at the overtime rate. An employee must be informed of such planned overtime during their regular shift (i.e. normal working hours) for such overtime to be considered planned overtime.

An employee who is unable to work their regular shift because of illness; shall not be eligible to work overtime—until the expiration of the first regularly scheduled work day following the illness unless excused by the Director of Buildings and Grounds as long as a good faith effort is made to obtain another employee; the aforementioned regularly scheduled work day must be a fully worked shift.

Effective January 1, 2020. all employees may take a thirty (30) minutes **paid** break during overtime shifts that exceed six (6) hours. This agreement has no retroactive effect for unpaid breaks taken prior to the execution of this Agreement.

ARTICLE 20
SERVICING OF PERMITS

The policy with respect to the servicing of permit work shall remain in effect.

All permit work shall be compensated at one and one-half (1 1/2) times the regular pay rate of the employee involved.

Certain school-related activities, as listed below, may be held in school buildings without paid custodians servicing the permits:

- Baton practice
- Football, basketball, and other sports practices, but not games or contests
- Rehearsals, but not plays
- PTA Meetings, but not functions School related meetings
- Meetings, except when more than twenty (20) people.

- Custodians servicing a permit must be available and visible to the permit holder(s).

The Union is in agreement with the policy of multiple coverages of permits by one (1) custodian as determined by the Director of Buildings and Grounds.

A copy of each permit will be sent to the President of Local Union No. 1156 and to the Senior Custodian of the school concerned for posting in that school in place to which custodians have ready access.

Employees invited to service permits will be given twenty-four (24) hours advance notice whenever possible. Employees who are unable to service permits when given less than twenty-four (24) hours notice will not be charged as having worked that period of overtime as specified in Article XV of this contract and shall be offered the next available permit.

Any employee working a permit will be required to perform other regular custodial duties as required and will follow protocols as provided by the Director of Buildings and Grounds. Should a permit vendor fail to show up for more than one hour, the attending employee, using the provided contact information, shall attempt to contact such a permit vendor. Should such an attempt fail, the employee will contact a supervisor to report the permit vendor's failure to show up. In such cases, the employee will be paid for a total of two (2) hours.

The Senior Custodian in each school will maintain a log showing the hours of paid permit work performed by each custodian. This log will be displayed on the custodians' bulletin board (except when making new entries) so that custodians and Union officials may review it for accuracy and it shall be kept in its entirety for the full school year. Logs at all schools will be maintained on a standard approved form.

Provided it is felt that a permit is not being properly serviced based on the nature of the permit, an appeal may be made, in writing, to the Director of Buildings and Grounds for a change in the servicing instructions. The Director of Buildings and Grounds will give full consideration to the appeal and render a decision on a fair and impartial basis in writing. Permits will be serviced only by members of the certified unit.

Priority will be given to second shift and intermediate shift personnel for the servicing of permits on Saturdays, Sundays, and holidays since their availability for other permit work is limited. Rotating Custodians will be given the weekend and holiday permits of the personnel on the shifts that they replace.

Custodians who have not shared equally in building checks or overtime in their building will not be eligible for permit work.

Overtime opportunities based upon servicing of permits shall be evenly rotated. Servicing of permits shall be allocated by the Director of Buildings and Grounds or their designee and assignments shall be made by the Senior Custodian in each school.

Employees are permitted to service permits during times off for vacation or personal time but are prohibited from all overtime work if out of work due to illness.

All hours worked as a senior or Foreman shall get a senior or Foreman rate of pay on overtime.

ARTICLE 21 **EMPLOYER' S 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, directions, 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 that have been expressly bargained for and are included herein and 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 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 system operations in a safe and most efficient manner, and to take whatever actions may be necessary to carry out the mission of the School Department.

- A. No disciplinary action shall be taken against any employee without just cause.

ARTICLE 22 **DISCIPLINARY PROCEDURES**

The Director of Buildings and Grounds shall exercise full disciplinary authority consistent with progressive discipline and his responsibilities to direct employees to perform the required work duties in order to achieve department goals.

All warnings, suspensions and discharges must be stated in writing and a signature by the employee which indicates that the employee has received the document and the signature does not indicate agreement or disagreement with the document and a copy given to the employee and the steward(s).

All disciplinary actions, including discharges, shall be applied in a fair manner and shall not be inconsistent to the infraction for which disciplinary action is being applied. The following actions, though not inclusive, are prohibited and may result in disciplinary action, up to and including termination.

- The use of profanity or objectionable/offensive language in the presence of any student or member of the public;
- Use of profanity or objectionable/offensive language in the presence of any employee, once such conduct has been identified as unacceptable by the individual(s) present;
- Theft of School and or City property, whether personal, public, or private;

- Physical fighting, with anyone, except for self-defense, while working;
- Harassment, that creates a hostile work environment of any sort;
- Failure to wear/use appropriate safety equipment;
- Failure to follow the written or oral orders of supervisory personnel with discretion;
- Possession of alcohol or controlled substances in the workplace;
- Abandoning post without authorization by a supervisor with discretion;
- Falsifying documents;
- Violating Framingham School Committee policies and procedures; and
- Not showing up for an assigned shift without calling in to notify the supervisor.

ARTICLE 23
GRIEVANCE AND ARBITRATION

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

- A. An employee and/or the Union may request the settlement of a grievance by observing the following procedure:

LEVEL 1

The grievance shall be presented in written form to the Director of Buildings and Grounds within ten (10) working days of the occurrence of the event upon which the grievance is based. The latter shall meet with the aggrieved employee and Union representative within ten (10) working days after the presentation of the grievance, and shall give their answer within ten (10) working days of such meeting.

LEVEL 2

If the grievance is not satisfactorily settled at Level 1, it shall be submitted in writing within ten (10) working days to the Superintendent of Schools or their designee. A good faith effort shall be made to include a concise statement of the facts, a reference to the applicable contract provisions, and the date on which the aggrieved employee first knew of the act or omission giving rise to the grievance. The Superintendent of Schools or their designee shall meet with the aggrieved employee and Union representative within ten (10) working days of receipt of such grievance and shall give their answer within five (5) working days of such meeting. A written resolution to the grievance must be provided by the Superintendent of Schools or their designees who will make a good faith effort to address the statement of facts, the issue and the contract provisions references in the Grievance. The failure of either party to include pertinent information in either the grievance or the response shall not preclude that party from raising this information during the arbitration proceeding outlined below.

LEVEL 3

1. In the event that the grievance shall not have been satisfactorily disposed of at Level 2, or in the event that no decision has been rendered within five (5) workdays after the Level 2 meeting, the Union may refer in writing within thirty (30) workdays of the disposition under Level 2 the unsettled grievance to arbitration. The Arbitrator shall be selected by agreement between the parties. If the parties are unable to agree upon an arbitrator, the selection shall be made by the American Arbitration Association, in accordance with rules and regulations.
2. The arbitrator shall be without power or authority to modify or alter the terms of this contract, unless the parties mutually agree to grant the arbitrator this authority.
3. The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) days after the hearing is declared closed. The decision shall be final and binding on both parties.
4. The costs for the service of the arbitrator shall be borne equally by the School Committee and the Union.
 - a. Failure to file a grievance or to process it within stated periods shall be deemed a waiver of the grievance. In the event the Employer does not answer the grievance within the stated time, it shall be considered denied and the Union may file it at the next level of the procedure. Upon mutual agreement, the time limits may be extended.
Requests for extension of time limits shall be initiated before the expiration of time limits and shall be based on valid reasons such as the absence of key personnel and unavailability of pertinent information. Agreement to extend time limits shall be in writing and shall not be unreasonably withheld.
 - b. Except as stated in 4-c below, no matter pertaining to a grievance procedure shall be in a unit member's personnel file unless so requested by the unit member. Except as stated in 4-c below, all matters relating to any grievance shall be treated as confidential material and shall not be consulted in decisions regarding reemployment, promotion, assignment, or transfer.
 - c. Any material pertaining to charges brought or disciplinary action taken against a unit member will become part of a unit member's personnel file unless recourse is taken to the grievance procedure in which case such material will not be so placed unless charges are substantiated in the process of the grievance.
If a letter of reprimand is placed in a unit member's file, at the discretion of the Director, it may be removed after one (1) year if the member has incurred no further disciplinary action.

ARTICLE 24 **WORKLOAD**

The workload of custodians shall be subject to the reasonable determination of the Director of Buildings and Grounds or his/her designee with input from the union representative.

ARTICLE 25
DIRECTIVES

Written directives to unit members are to bear the signature of the Director of Buildings and Grounds and their assistant or an administrator. An Organizational Chart showing the chain of command will be posted at the custodians' office in each school.

ARTICLE 26
SCHOOL COVERAGE

The number of custodians assigned to each school shall be adequate to perform all necessary work. That adequacy shall be determined by the reasonable judgment of the Director of Buildings and Grounds.

ARTICLE 27
TRAVEL ALLOWANCE

A travel allowance equal to the rate approved by the Internal Revenue Service will be paid to an employee when it is necessary for them, in the course of employment, to use their automobile. such allowance shall not be paid from the employee's home to their first stop, or from the employee's last stop to their house.

Any employee required to travel to another work area, after reporting to his first official stop after leaving his home, will be provided a reasonable period of time to do so.

ARTICLE 28
DRESS CODE

Except as provided below, no requirements of the uniform dress shall exist except that clothing shall be clean, conservative, and appropriate to the nature of the work being performed.

Wearing sandals or inappropriate footwear is strictly prohibited for safety purposes.

Working without shirts or long pants is prohibited when school is in session.

Shorts need to be hemmed and the length of the shorts needs to be up to the knees. A picture badge supplied by the School Committee may be required at the discretion of the Director of Buildings and Grounds. If required, its use will be a condition of employment.

The District will provide five (5) blue "T" shirts to each employee and will replace them once they become damaged or worn once the employee produces the damaged shirt to be replaced. These shirts will have the Buildings and Grounds and Framingham Public Schools logo and lettering. The shirts must be worn at all times while an employee is on duty.

A clothing allowance is provided to all employees. The employee has the option to purchase other style shirts that are "polo" type, with a collar to be worn while on duty; however they must be of the same blue color with same type white lettering and have the identifiable Buildings and Grounds and Framingham Public Schools insignia located at the left top pocket area of the shirt.

The article above applies year-round.

ARTICLE 29
PROTECTIVE CLOTHING

Protective clothing will be made available for the cleaning of boilers to insure against personal loss of clothing of employees as a result of boiler chemicals that eat away normal clothing.

All employees shall receive a clothing allowance of four hundred dollars (\$400.00) per year.

Each employee entitled to a clothing allowance will be given a separate check for the same, subject to all appropriate deductions.

Out of the clothing allowance, all employees shall be required to purchase shirts with identifiable patches as approved by management. The school district will furnish each employee, as needed, tee shirts with identifiable patches.

ARTICLE 30
TOOL ALLOWANCE

The Committee agrees to provide a tool allowance of up to one hundred dollars (\$100.00) per maintenance employee per year for the replacement of tools broken or worn out. This allowance is limited to hand tools required on the daily performance of the person's work and not provided by the School Department. Appropriate verification will be required by the Assistant Director of Maintenance Services. Effective July 1, 2019, the above paragraph shall be eliminated; instead of a tool allowance, the Committee agrees to provide each maintenance employee replacement of broken or worn-out tools.

The district will supply each senior custodian with a basic tool kit. The kit will contain a hammer, flathead and Phillips head screwdrivers, adjustable wrench, pliers, utility knife and 30' tape measure. The kit will be the property of the district. If any tools are lost, stolen, or otherwise missing, the senior custodian must replace them with tools of equal value.

ARTICLE 31
SALARY INCREMENTS

The increments established by the Employer shall be an integral part of the wage scale and shall be accrued annually upon satisfactory performance except that annual increments may be withheld by the Employer for unsatisfactory work performance if written notice of such action is given to the employee involved sixty (60) days prior to the date set for the granting of increments in this contract. Currently, increments are granted on January 1st of each year until the employee reaches the maximum rate or salary for their grade. Annual increments will not be paid to or be effective for new employees until they have satisfactorily completed their probationary period as described in Article II, Section 2. Effective July 1, 2019, all step movements will take place effective July 1.

Notwithstanding anything in the Agreement or any past practice to the contrary, no step movement shall occur on January 1, 2012. Any step movement scheduled for that date will be deferred until April 1, 2012.

ARTICLE 32
WAGES

The attached Schedule of Rates of Pay will be effective on the dates indicated and are annexed to and made a part of this contract.

- July 1, 2024 - June 30, 2025: Two percent (2%) increase.

Effective July 1, 2019, all employees will transition to a twenty-six (26) pay cycle, with equal and biweekly payments.

Effective July 1, 2019, all step movements will take place effective July 1.

Effective July 1, 2020, a new Step 10 will be created at a 2% interval from the next highest existing step. This provision will be renegotiated in the Fall of 2020 per the parties "Agreement", which was issued after the union voted for the agreement.

Effective July 1, 2021 employees who must hold the following license(s) or certificate(s), required by the job description for their respective trade or required by Code to apply for and obtain a permit; will receive the following compensation:

- Construction Supervisor \$1000
- Journeyman Electrician \$1000
- HVAC \$500
- Journeyman Plumber \$1000
- Welder \$500
- Asbestos \$500

No employee can receive more than one thousand dollars (\$1,000.00) under this provision.

Employees who receive stipends for the licenses and/or certificates listed, acknowledge the requirements and need for those employees to actively pull permits, per code, as directed by the Director or their designee.

Effective July 1, 2015, all new members will be on Direct Deposit via electronic paperless notification.

The following amounts shall be deducted from the employee's compensation in lieu of wages and shall be contributed by the Employer to the National Laborers' Pension Fund. No employer funds are involved.

- Effective July 1, 2018: \$.51 per hour
- Effective January 1, 2019: \$.57 per hour
- Effective July 1, 2019: \$.57 per hour

- Effective January 1 , 2020: \$.63 per hour
- Effective July 1,2020: \$.63 per hour
- Effective January 1,2021: \$.63 per hour

ARTICLE 33
MANDATED TRAINING

If the State requires or mandates additional training for licenses, time off with pay will be given to staff members whose positions require the licenses in question to attend mandated classes, if such classes are held during normal working hours, any cost for the classes will then be reimbursed upon the employee' s successful completion of the class. Should such classes take place outside of normal working hours, the cost of the classes will be reimbursed upon the employee's successful completion of said classes, but the employee will not receive more than 16 hours of comp time for said classes.

ARTICLE 34
ORDERLY RETIREMENT PLAN

Effective July 1, 2014, Employees who give timely notice of intent to retire from the Framingham School Department shall be eligible, upon retirement, for 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. Notice of retirement must be received by the Superintendent or their designee at least six (6) months prior to the effective date of retirement.
2. Service is calculated as of the effective date of retirement.
3. An amount equal to the employee's daily rate of pay, multiplied by the number of sick days paid for in excess of ten (10), during the period six (6) months before the retirement date up to and including the retirement date shall be deducted from such payment.
4. The Superintendent may waive the sick day limitation if excess sick days are taken due to prolonged illness.

ARTICLE 35
SICK LEAVE BUY-BACK

Effective July 1, 2013, upon ordinary retirement or death, a bargaining unit member or their heirs shall be entitled to a buy-back of their unused accumulated sick leave over twenty (20) days accumulation. The maximum number of days that can be bought back is eighty (80). The daily buy-back rate is fifty dollars (\$50.00) per day (\$4,000.00).

Effective July 1, 2015, the maximum payout will increase to \$4,500.00; July 1, 2016, the maximum payout will increase to \$5,500.00; and July 1, 2017, the maximum payout will increase to \$6,500.00.

Retiring unit members who are eligible for this provision as well as the orderly retirement plan (See Article XLI), will be able to access both provisions but the combined

financial benefit shall not exceed Two Thousand Dollars (\$2,000.00) for each unit member who retires. Effective July 1, 2005, this amount shall be increased to Twenty Five Hundred Dollars (\$2,500.00). Effective July 1, 2006, this amount shall be increased to Three Thousand Dollars (\$3,000.00). Effective June 30, 2007, this amount shall be increased to Four Thousand Dollars (\$4,000.00).

ARTICLE 36
LONGEVITY

Effective July 1, 2010, any employee covered by this Agreement shall be entitled to the following payments after completion of the following consecutive years of service in the Framingham School Department.

15 years	\$200
20 Years	\$250
25 Years	\$300
30 Years	\$350

Effective July 1, 2016, any employee covered by this Agreement shall be entitled to the following payments after completion of the following consecutive years of service in the Framingham School Department.

15 years	\$235
20 Years	\$285
25 Years	\$335
30 Years	\$385

Effective July 1, 2024, any employee covered by this Agreement shall be entitled to the following payments after completion of the following consecutive years of service in the Framingham School Department.

10 years	\$852.80
15 years	\$915.20
20 Years	\$956.80
25 Years	\$1,081.60
30 Years	\$1,120.00

The longevity payment shall be made to the eligible employee in the pay period immediately following the qualifying anniversary date.

ARTICLE 37
GROUP INSURANCE

The School Committee shall continue the present policy of providing health insurance coverage and rates of contribution, so as to be consistent with other City employees.

ARTICLE 38
ECONOMIC BENEFIT

All economic benefits presently enjoyed by employees will remain in effect during the terms of this Agreement.

ARTICLE 39
RESIDENCY REQUIREMENTS

All employees may reside in the city of their choice provided it does not affect the performance of their duties.

ARTICLE 40
SCHOOL MAIL

The use of the school mail distribution system is authorized for disseminating data to members of Local Union No. 1156.

ARTICLE 41
WORKDAY CALLS TO UNION REPRESENTATIVE

When an unexpected problem or working condition arises during the workday, an employee may discuss the problem with a Union Representative by telephone for a period not to exceed ten (10) minutes.

ARTICLE 42
CAFETERIA JURISDICTION

Every reasonable effort will be made to ensure that the present division of duties between cafeteria personnel and of Local 1156 is maintained

ARTICLE 43
SAFETY COMMITTEE

A standing Safety Committee of three (3) unit members chosen by the Union will meet and bring to the attention of the Director of Buildings and Grounds any conditions relating to equipment or procedures. The Director of Buildings and Grounds will give prompt attention to such a report. Provided that adequate coverage as determined by the Director or their designee is available, a member of the standing Safety Committee may attend the Senior Custodians' Meeting.

ARTICLE 44
UNION MEETINGS

Upon making arrangements with the Director of Buildings and Grounds, the Union may use a room at a school building without cost at reasonable times for the conduct of the business of Local Union 1156.

With no loss of pay, two (2) Union delegates may attend the Annual Public Employees Conference, the Multi-Regional Conference, and the International Convention.

Two hours per contract term are allowed for the union body to meet and vote on contract changes. Time of meeting subject to discussion with the Director of Buildings and Ground, and agreement subject to there being coverage in each building.

ARTICLE 45
DURATION

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

The contract will, upon expiration, be reopened for economic benefits only on an annual basis with negotiation of subject items to commence on or after May 1 of each year.

ARTICLE 46
WAIVER

The Union and Employer agree that each has had a right to bargain for any provision that they wish in this contract and each expressly waives the right to reopen the contract for any further demands or proposals that could have been made prior to the effective date of this contract and 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 this Agreement.

ARTICLE 47
COPIES OF THIS AGREEMENT

The School Committee agrees to publish an electronic copy of this Agreement as ratified on the District website.

ARTICLE 48
EMPLOYEE DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The School Committee shall allocate five thousand dollars (\$5,000.00) per fiscal year for the purpose of reimbursing Unit C 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.

- A. Upon ratification, each Unit C employee shall be eligible for up to six hundred dollars (\$600) individual allotment per academic year 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. To meet the six hundred dollars (\$600) limit, an employee shall be eligible to make multiple reimbursement submissions for qualifying courses completed by June 30 and submit by July 15. If there are funds remaining after May 1, each Unit C employee shall be eligible to submit by June 30 additional qualifying requests for reimbursement for subsequent course(s) up to an additional six hundred dollars (\$600). Should the amount of requests between May 1 and June 30 exceed the amount of funds, the funds will be divided by an equal percentage among all Unit C employees who have submitted additional reimbursements between May 1 and June 30. If a course is completed after June 30, the Unit C employee can apply for reimbursement per the provision of this Article out of the following academic year's fund.

In addition to the regular work year and work day, each employee may be required to attend up to fifteen (15) hours of training, for which they shall be compensated at their appropriate rate of pay.

All newly hired staff shall be required to participate in a staff induction program of not more than eight (8) hours duration at the employee's hourly rate.

ARTICLE 49
MISCELLANEOUS

Effective upon the execution of this Agreement, the Parties will establish a joint labor committee to review the evaluation instrument and to design and automate the process.

APPENDIX A
SCHEDULE OF RATES OF PAY

CUSTODIAN GRADE 1 (CT1)		STEPS	FY25		
POSITION(S)	Supervising Custodian	1	\$32.68		
LOCATION(S)	Framingham High School	2	\$33.18		
		3	\$33.60		
		4	\$34.20		
		5	\$34.54		
		6	\$35.02		
		10	\$35.71		

CUSTODIAN GRADE 2 (CT2)		STEPS	FY25		
POSITION(S)	Senior Custodian	1	\$30.11		
LOCATION(S)	Fuller Middle School Walsh Middle School	2	\$30.25		
		3	\$30.64		
		4	\$31.24		
		5	\$31.71		
		6	\$32.06		
		10	\$32.70		

CUSTODIAN GRADE 3 (CT3)		STEPS	FY25		
POSITION(S)	Senior Custodian	1	\$28.15		
LOCATION(S)	Barbieri Elementary School Cameron Middle School Farley Central Administration Harmony Grove Elementary School McCarthy Elementary School	2	\$28.72		
		3	\$29.29		
		4	\$29.88		
		5	\$30.47		
		6	\$31.08		

		10	\$31.70		
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CUSTODIAN GRADE 4 (CT4)		STEPS	FY25		
POSITION(S)	Senior Custodian	1	\$26.94		
LOCATION(S)	Brophy Elementary School Dunning Elementary School Hemenway Elementary School Juniper Hill Pre-School King Elementary School Stapleton Elementary School Potter Rd Elementary School	2	\$27.16		
		3	\$27.63		
		4	\$28.15		
		5	\$28.59		
		6	\$29.10		
		10	\$29.68		

CUSTODIAN GRADE 5 (CT5)		STEPS	FY25		
POSITION(S)	Night Foreman (3rd Shift)	1	\$25.29		
LOCATION(S)	All Schools	2	\$25.85		
		3	\$26.31		
		4	\$26.78		
		5	\$27.12		
		6	\$27.70		
		10	\$28.25		

CUSTODIAN GRADE 6 (CT6)		STEPS	FY25		
POSITION(S)	Night Foreman	1	\$24.88		
LOCATION(S)	All Schools	2	\$25.34		
		3	\$25.85		
		4	\$26.31		
		5	\$26.78		
		6	\$27.22		
		10	\$27.76		

CUSTODIAN GRADE 7 (CT7)		STEPS	FY25		
POSITION(S)	Assistant Custodian (3rd Shift)	1	\$24.51		
LOCATION(S)	All Schools	2	\$24.88		
		3	\$25.34		
		4	\$25.85		
		5	\$26.31		
		6	\$26.78		
		10	\$27.31		

CUSTODIAN GRADE 8 (CT8)		STEPS	FY25		
POSITION(S)	Assistant Custodian (2nd Shift) Assistant Custodian (Rotator)	1	\$24.08		
		2	\$24.51		
LOCATION(S)	All Schools	3	\$25.01		
		4	\$25.34		
		5	\$26.06		
		6	\$26.34		
		10	\$26.87		

CUSTODIAN GRADE 9 (CT9)		STEPS	FY25		
POSITION(S)	Assistant Custodian (Intermediate Shift)	1	\$23.91		
LOCATION(S)	All Schools	2	\$24.18		
		3	\$24.97		
		4	\$25.19		
		5	\$25.66		
		6	\$26.23		
		10	\$26.75		

CUSTODIAN GRADE 10 (CT10)		STEPS	FY25		
POSITION(S)	Assistant Custodian (1st Shift)	1	\$23.13		
		2	\$23.61		
		3	\$24.08		
		4	\$24.51		
		5	\$25.01		
		6	\$25.51		
		10	\$26.02		

MAINTENANCE GRADE 1 (MT1)		STEPS	FY25		
POSITION(S)	Maintenance Supervisor	1	\$41.48		
		2	\$42.04		
		3	\$42.47		
		4	\$42.97		
		5	\$43.44		
		6	\$44.23		
		10	\$45.10		

MAINTENANCE GRADE 2 (MT2)		STEPS	FY25		
POSITION(S)	Plumber HVAC Repairworker Electrician	1	\$37.59		
		2	\$38.05		
		3	\$38.47		
		4	\$39.00		
		5	\$39.38		
		6	\$40.20		
		10	\$41.01		

MAINTENANCE GRADE 3 (MT3)		STEPS	FY25		
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POSITION(S)	Head Painter	1	\$30.03		
		2	\$30.55		
		3	\$30.90		
		4	\$31.33		
		5	\$31.80		
		6	\$33.42		
		10	\$34.09		

MAINTENANCE GRADE 4 (MT4)		STEPS	FY25		
POSITION(S)	Carpenter Cabinet Maker Electrician/Maintenance Mason Metal Worker Operator/Mechanic	1	\$28.42		
		2	\$29.31		
		3	\$29.60		
		4	\$30.55		
		5	\$31.14		
		6	\$34.32		
		10	\$35.01		

MAINTENANCE GRADE 5 (MT5)		STEPS	FY25		
POSITION(S)	Mechanic	1	\$27.99		
		2	\$28.51		
		3	\$29.31		
		4	\$29.57		
		5	\$30.36		
		6	\$31.80		
		10	\$32.44		

MAINTENANCE GRADE 6 (MT6)		STEPS	FY25		
POSITION(S)	Painter "A"	1	\$27.53		

		2	\$28.07		
		3	\$28.57		
		4	\$29.31		
		5	\$29.60		
		6	\$30.56		
		10	\$31.16		

MAINTENANCE GRADE 7 (MT7)		STEPS	FY25		
POSITION(S)		1	\$26.46		
		2	\$27.09		
		3	\$27.69		
		4	\$28.18		
		5	\$28.64		
		6	\$29.55		
		10	\$30.14		

MAINTENANCE GRADE 8 (MT8)		STEPS	FY25		
POSITION(S)	Inventory Control & Supply Utility Person	1	\$26.17		
		2	\$26.50		
		3	\$27.12		
		4	\$27.70		
		5	\$28.21		
		6	\$29.77		
		10	\$30.38		

MAINTENANCE GRADE 9 (MT9)		STEPS	FY25		
POSITION(S)	Utility Worker	1	\$24.08		
		2	\$24.51		

		3	\$25.01		
		4	\$25.34		
		5	\$26.06		
		6	\$26.51		
		10	\$27.04		

Approved by the School Committee in Open Session
Dated: on April 24, 2024

Dated: 5/13/24



District 1: Ricardo Robles



District 2: David Gordon



District 3: Jennifer Moshe



District 4: Adam Freudberg



District 5: Judy Styer



District 6: Valerie Ottaviani

RECUSED

District 7: Tiffanie Maskell



District 8: Jessica Barnhill



District 9: William LaBarge

Mayor Charles J. Sisitsky



