

**AGREEMENT**

**Between**

**FOXBOROUGH SCHOOL COMMITTEE**

**And**

**FOXBOROUGH EDUCATION  
SECRETARIES' ASSOCIATION**

**September 1, 2016 to August 31, 2019**

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## AGREEMENT

THIS AGREEMENT made and entered into this 23<sup>rd</sup> day of June 2016, by and between the School Committee of the Town of Foxborough, hereinafter referred to as the "Committee," and the Foxborough Educational Secretaries' Association, hereinafter referred to as the "Association."

## WITNESSETH:

WHEREAS, the Committee and the Association previously entered into a collective bargaining Agreement with respect to the wages, hours of work, and other conditions of employment of the secretarial employees represented by the Association; and

WHEREAS, said Agreement will terminate on June 30, 2012 and the Committee and the Association desire to enter into a new Agreement with respect to the wages, hours of work, and other conditions of employment of said secretarial employees.

NOW, THEREFORE, it is mutually agreed between the Committee and the Association that this agreement will remain in effect during the period of July 1, 2012 through June 30, 2015.

## ARTICLE I RECOGNITION

The Committee recognizes the Association, for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment and the negotiation of collective bargaining agreements and any questions arising thereunder, as the exclusive bargaining agent and representative of all secretarial employees employed by the Committee, except the Executive Secretary to the Superintendent of Schools, Executive Secretary to the Assistant Superintendent, Executive Secretary to the Business Administrator, Payroll/Personnel Assistant, Transportation Assistant, and Bookkeeper, and secretaries who do not work a regularly scheduled work week of at least twenty (20) hours.

For purposes of this agreement, secretarial employees will be designated as follows: 260 day secretary, 220 day secretary, or 185 day secretary. Nothing in this Agreement shall be deemed to limit any of the rights offered employees and their exclusive representative under the provisions of Chapter 150E of the General Laws of Massachusetts.

## ARTICLE II MANAGEMENT RIGHTS

The Committee is a public body established under and with powers provided by the laws of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by law or any rule or regulation of any agency of the Commonwealth. The Committee retains all the powers, rights, and duties that it has by law and may exercise the same at its discretion. The Superintendent of Schools, hereinafter referred to as the "Superintendent," shall serve as the agent of the Committee with respect to all matters pertaining to the administration of the provisions of this Agreement.

### ARTICLE III GRIEVANCE PROCEDURE

#### Section 1

The purpose of this procedure is to produce prompt and equitable solutions to grievances, as hereinafter defined, which may from time to time arise with respect to the terms and provisions of this Agreement.

#### Section 2

Nothing herein contained will be construed as limiting the right of an aggrieved employee from presenting her grievance to the Committee and having such grievance heard without the intervention of the Association, provided that the Association is afforded the opportunity to be present at such conferences and to state its views and that any adjustments made shall not be inconsistent with the terms of this Agreement.

#### Section 3

A grievance is defined as a question, complaint, or dispute involving the meaning, application, or interpretation of or compliance with the terms and provisions of this Agreement, and shall include the suspension, discipline, and dismissal for just cause of an employee who has completed his/her probationary period.

#### Section 4

Grievances, except as is otherwise provided for herein, shall be processed in accordance with the following procedure:

- a. Level One The aggrieved employee shall first present his/her grievance in writing to his/her immediate supervisor within ten (10) school days next following the occurrence of the grievance or the date of first knowledge of its occurrence by any employee affected by it. The grievance shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated, and the relief desired. The immediate supervisor shall advise the aggrieved employee in writing of the decision made with respect to the grievance within five (5) school days after the grievance is presented.
- b. Level Two If at the end of the five (5) school days next following the presentation of the grievance at Level One the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Association may within five (5) school days thereafter submit her grievance in writing to the Superintendent. Within ten (10) school days after receipt of the written grievance, the Superintendent shall meet with the aggrieved employee and a representative or representatives of the Association in an effort to settle the grievance. In the event of the absence or disability of the Superintendent, his/her designated representative shall act on his/her behalf. Within ten (10) school days after the conclusion of said meeting, the Superintendent or his/her representative, as the case may be, shall advise the aggrieved employee and the Association in writing of his/her decision concerning the grievance.
- c. Level Three If at the end of the twenty (20) school days next following the presentation of the grievance at Level Two the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Association may within five (5) school days thereafter submit her grievance in writing to the Committee. Within ten (10) school days after receipt of the written grievance, the Committee shall meet with the aggrieved employee and

a representative or representatives of the Association in an effort to settle the grievance. The Committee shall, within ten (10) school days after the conclusion of said meeting advise the aggrieved employee and the Association in writing of its decision with respect to the grievance.

d. Level Four If the Association is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within ten (10) school days after said meeting of the Committee, the Association may, by giving written notice to the Committee within ten (10) school days after the date of the Committee's decision at Level Three or within twenty (20) school days after said meeting with the Committee if no decision has been rendered, present the grievance for arbitration. In such case the following procedure will be followed:

1. The Association shall forthwith submit the grievance to the Board of Conciliation and Arbitration. Such grievance, if it is mutually agreed upon, may be submitted to the American Arbitration Association. The grievance will be disposed of in accordance with the applicable rules of said Board or Association, as the case may be.
2. The arbitrator selected shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his/her decision not later than thirty (30) days from the date of the close of hearings or, if oral hearings have been waived, from the date established for the final submission of evidence and briefs.
3. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusion. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the issue or issues submitted. The arbitrator shall only have the power to interpret what the parties to this Agreement intended by the specific clause or clauses in the Agreement which are at issue. The arbitrator shall be bound by the provisions of this Agreement, and he/she shall not have any authority to establish salaries or other compensation, nor to add to, subtract from, modify, or otherwise change any of the terms and provisions of this Agreement.
4. The decision of the arbitrator shall be final and binding upon the Committee, the Association, and the aggrieved employee.
5. The fee and expenses of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Committee and the Association.

#### Section 5

If in the judgment of the Association, a grievance affects a group or class of employees, the aggrieved employee or the Association may submit such grievance in writing directly to the Superintendent and the processing of such grievance will begin at Level Two as set forth above. Such grievance shall be presented at Level Two within twenty (20) school days next following the occurrence of the grievance or the date of first knowledge of its occurrence by any employee affected by it. The association may process such a grievance through all levels of the grievance procedure even though the aggrieved employee does not wish to do so.

#### Section 6

Any grievance which is not initially presented or which is not thereafter submitted to the next level of the grievance procedure within the time limits specified above shall be deemed to have been waived.

#### Section 7

The time limits herein above specified for the bringing and the processing of a grievance may be extended by mutual agreement of the Committee and the Association.

#### Section 8

No written communication, other document, or record relating to any grievance shall be filed in the personnel file of any employee involved in presenting such grievance.

### **ARTICLE IV** **PROBATIONARY PERIOD**

The first six (6) months of continuous employment of an employee shall constitute his/her probationary period. No suspension, discipline, or dismissal made during an employee's said probationary period shall be construed as a violation of any of the provisions of this Agreement or shall be the subject of a grievance proceeding here under.

### **ARTICLE V** **VACANCIES AND PROMOTIONS**

#### Section 1

A vacancy will be filled by the Superintendent and notification of the position and salary paid for such position shall be posted in each school for not less than two (2) weeks prior to the closing date for applications. The notice shall indicate the name of the school or building, the title of the available position, the specific duties of the position, and the salary paid for such position. An electronic copy of the notice will be provided to the President of the Association.

#### Section 2

Employees who wish to be considered for the position must make written application to the Superintendent of Schools within the two (2) week posting period. Current secretarial employees will be given first consideration to any vacancies or new position; such consideration will include the administration's assessment of the qualifications, work experience, and employment history of the employee.

#### Section 3

A vacancy will be filled by the Superintendent. All appointments/assignments will be made without regard to age, race, color, sex, religion, national origin, sexual orientation, disability, or marital status, except where such factors are legitimate qualifications. Upon initial employment, all employees will be placed on the appropriate step of the appropriate job classification commensurate with experience.

#### Section 4

Any position that is to be vacated due to retirement shall be posted in all buildings at least twenty (20) working days before the retirement is to become effective.



### Section 5

During July and August, notice of vacancies shall be posted only on the official website of the Foxborough Public Schools.

### Section 6

The Superintendent shall notify in writing all internal candidates of the outcome of their applications within fourteen (14) days after the position has been filled.

## **ARTICLE VI** **EVALUATION**

### Section 1

The performance of each employee shall be evaluated by his/her supervisor. The evaluation shall consist of a meeting at the beginning of the school year between the employee and his/her immediate supervisor to discuss objectives for the year, a review of the employee's performance at the middle of the year, and a final review prior to the end of the year at which time a written evaluation report of the employee's performance will have been completed. Additional conferences between the employee and his/her supervisor to discuss his/her performance may be held at the discretion of the supervisor.

### Section 2

The written report of the employee's performance shall be filed in his/her personnel file. The report shall be discussed with the employee prior to its submission to the Superintendent for filing. The employee shall acknowledge that such report has been discussed with him/her by signing his/her name to the copy of the report to be so filed. The employee's signature on the report shall not necessarily mean that he/she agrees with the report. The employee shall also have the right to answer any such report in writing. His/her answer shall be submitted through his/her supervisor to the Superintendent and shall be attached to the evaluation report and filed in his/her personnel file.

## **ARTICLE VII** **HOURS OF WORK**

### Section 1

The Committee shall determine the work year, work week and work day of employees. The regular work week of employees shall be scheduled over five (5) consecutive workdays, Monday through Friday. The number of days or the number of hours to be worked by any secretary employed prior to July 1, 1986 shall not be increased without express written consent of the secretary.

### Section 2

Two hundred sixty (260) and two hundred twenty (220) day secretaries shall work eight hours per day. One hundred eighty-five (185) day secretaries shall work seven hours per day. The starting and ending times of the daily work schedules of said employees shall be determined and fixed by the Committee, and such schedules may be changed from time to time by the Committee to meet changing conditions of operations. The regular hours of work each day shall be consecutive, except for interruptions for lunch periods. Each employee shall have a daily lunch period of thirty (30) minutes with pay.



### Section 3

The Athletic Department Secretary shall have a flexible work schedule. While this position requires the person filling the position to work 185 days, .6 FTE, the scheduled work hours and days may vary depending on the needs of the Athletic Department. The Athletic Director, along with the High School Principal, shall be responsible for scheduling the work hours of the position.

### Section 4

Any work performed at the request of the Committee in excess of forty (40) hours in any work week shall be considered overtime and shall be paid for at the rate of one and one-half (1 ½) times the regular rate of pay of the employee.

### Section 5

An employee who is not required to report for work on any day on which school is cancelled shall not be paid for such day. An employee may, however, with the approval of the building principal work on a day on which school is cancelled and be paid for such work. If a 260-day secretary fails to be notified that his/her building has been made accessible then he/she will not forfeit pay for the day. If a secretary has reported to work during extreme weather, every effort will be made to provide appropriate egress from building.

### Section 6

Each employee will work either two hundred sixty (260), two hundred twenty (220) or one hundred eighty-five (185) days a year as determined by the Committee upon the recommendation of the Superintendent. Exceptions to such work year requirements may occur as work demands change. All temporary changes, however, must be approved by the Superintendent or his/her designee. A secretary working two hundred sixty (260) days and a minimum of one thousand nine hundred fifty (1,950) hours per year shall be entitled to full benefits under this Agreement. A secretary working two hundred twenty (220) days and less than one thousand nine hundred fifty (1,950) hours per year shall be entitled to all holidays except July fourth. A secretary working one hundred eighty-five (185) days shall follow the school calendar and is not entitled to any holidays or vacation benefits. Secretaries employed prior to July 1, 1988, will be grandfathered.

## **ARTICLE VIII** **WAGES**

### Section 1

The compensation of each employee shall be determined in accordance with and shall conform to the wage schedules and the effective dates thereof set forth in Appendix A, which is attached here to and made a part hereof. The Superintendent shall determine in accordance with the provisions of this Article and said wage schedules the rate of compensation of each employee.

### Section 2

A new employee, except as is otherwise provided herein, shall be paid at the minimum step of the wage schedule for the position in which she is employed. Effective July 1, 2006, the Superintendent may appoint a new employee at a step on the salary schedule which is higher than the minimum step, but not to exceed step 7.

### Section 3

Each full-time employee shall, as of July first of each year, receive step-increments successively to the next higher rate within his/her wage schedule, provided he/she was hired by the Committee prior to January first of the calendar year involved and the evaluation of his/her work performance for the period immediately prior to July first is satisfactory.

### Section 4

An employee, who has been requested to temporarily perform the duties and responsibilities of a position having a higher rate of pay outside the bargaining unit shall negotiate a higher rate of pay with the Superintendent for such position from the second day of his/her assuming such duties and responsibilities and shall continue to receive such pay until he/she is relieved of such duties and responsibilities.

## ARTICLE IX HOLIDAYS

### Section 1

The following days shall be considered holidays: the first day of January, Martin Luther King's Birthday, the third Monday in February, Good Friday, the third Monday in April, the last Monday in May, the fourth day of July, the day before the fourth day of July if July fourth falls on a Tuesday and the day after the fourth day of July if July fourth falls on a Thursday, the first Monday in September, the second Monday in October, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, the day before Christmas if Christmas falls on a Tuesday, a half-day before Christmas when Christmas falls on Wednesday, Friday or Saturday, and the day after Christmas if Christmas falls on a Thursday.

### Section 2

No secretary will be required to work a paid holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. If school is in session on a contractually paid holiday, secretaries will be expected to work on that day but will be granted another day by the Principal or Superintendent.

## ARTICLE X VACATIONS

### Section 1

Two hundred sixty-day (260-day) secretaries shall be entitled to a vacation with pay or vacation pay, as the case may be, commensurate with the length of his/her continuous employment with the Committee as set forth below. Employees hired prior to July 1, 1994 will be grandfathered.

#### Length of Continuous Employment

Six (6) months or more and less than one (1) year

One (1) year or more and less than five (5) years

#### Length of Paid Vacation

Five (5) work days

Ten (10) work days

Five (5) years or more and less  
than ten (10) years  
Ten (10) years or more

Fifteen (15) work days  
Twenty (20) work days

Two hundred twenty (220) day secretaries will be entitled to the following vacations:

After four (4) years – three (3) days  
After ten (10) years – six (6) days

One hundred eighty-five (185) day secretaries shall not be entitled to vacation days.

Employees hired prior to July 1, 1994 will be grandfathered.

### Section 2

The vacation period in each calendar year will begin on the first day of July of the current year and shall extend through the thirtieth day of June of the following calendar year. Each such employee will be paid at the end of his/her work year in a lump-sum as vacation pay at his/her current hourly rate of compensation for the number of vacation days not taken during his/her work year. Each employee, who is employed in a position which has a work year consisting of twelve (12) months, shall take his/her vacation during said vacation period on the dates determined by the Superintendent or his/her designee, provided, however, an employee may be permitted to take all or a part of his/her vacation during the other months of the calendar year with the written approval of the Superintendent or his/her designee. Each employee, who is employed in a position which has a work year consisting of ten (10) months, may be permitted with the written approval of the Superintendent or his/her designee to take some vacation days during his/her work year.

### Section 3

The vacation with pay or the equivalent vacation pay as provided for in this Article shall be taken by all employees during each calendar year as accrued and may not be accumulated for use in a subsequent calendar year.

## ARTICLE XI LONGEVITY PAY

### Section 1

Each employee who completes the number of years indicated below of continuous employment with the Committee shall be granted a longevity lump-sum payment in the amount set forth below for the number of years of such service he/she has completed:

Ten (10) years	-	\$	\$450.00
Fifteen (15) years	-		\$650.00
Twenty (20) years	-		\$750.00
Twenty Five (25) years	-		\$900.00

### Section 2

The longevity pay to which an employee is entitled shall be paid in a lump-sum payment each year on the employee's anniversary date.

## ARTICLE XII SICK LEAVE

### Section 1

260 day secretaries, who are employed in positions which have a work year consisting of twelve (12) months, shall accrue sick leave at the rate of one and one-quarter (1 1/4) days for each month of actual work performed for a total of fifteen (15) days per year. 220-day and 185-day secretaries, who are employed in positions which have a work year consisting of approximately ten (10) months, shall accrue sick leave at the rate of one and one-quarter (1 1/4) days for each month of actual work performed for a total of twelve (12) days per year. Sick leave shall be cumulative from one year to the next, subject to a maximum accumulation of two hundred (200) days. Secretaries employed prior to July 1, 1986, will be grandfathered. Sick leave may be used only when the employee:

- a. Is incapacitated for the performance of his/her duties because of illness or injury.
- b. Is required to give bedside or household attention to anyone in the immediate family (immediate family is defined to mean father, mother, father-in-law, mother-in-law, spouse, child, or near relatives residing in the household of the employee) who is seriously ill. The sick leave which is granted for such purpose shall not exceed five (5) days in any one (1) work year.

### Section 2

Employees shall give notification to the office of his/her immediate supervisor as soon as possible after the beginning of any illness or the occurrence of any injury which prevents them from reporting for work. Employees may be required to submit medical certificates in support of requests for sick leave. Requests for sick leave in excess of the amount which shall have accrued to an employee's credit may in extreme cases be submitted to the Committee with supporting medical evidence.

### Section 3

An employee, who retires under the Norfolk County Retirement System after completion of fifteen (15) years of continuous employment with the Committee, shall receive at the time of his/her retirement a lump-sum payment determined by multiplying fifty percent (50%) of the number of accumulated sick leave days to his/her credit at the time of his/her retirement by forty dollars (\$40.00) provided, however, that the number of accumulated sick leave days to be multiplied by forty dollars (\$40.00) per day shall not exceed one hundred (100) in number.

### Section 4

In the event an employee, who has been continuously employed by the Committee for at least three (3) years, shall die while in the employ of the Committee, there shall be paid to his/her designated beneficiary or to his/her estate, as the case may be, a lump-sum determined by multiplying fifty percent (50%) of the number of accumulated sick leave days to such employee's credit at the time of his/her death by forty dollars (\$40.00) provided, however, that the number of accumulated sick leave days to be multiplied by forty dollars (\$40.00) per day shall not exceed one hundred (100) in number.

#### Section 5

An employee who has exhausted his/her sick leave may, at the discretion of the Superintendent, be granted an extension of sick leave up to a maximum of thirty (30) days in any one (1) work year when, in the opinion of the Superintendent, such extension is in the best interest of the Foxborough Public Schools.

### **ARTICLE XIII** **PERSONAL LEAVE**

#### Section 1

Each employee shall be entitled, subject to the limitations and provisions hereinafter set forth, to three (3) days off without loss of pay, hereinafter called personal leave days, in each work year for the purpose of attending to personal matters that cannot be reasonably attended to outside of the normal work day. It is recognized that the regular attendance of Secretaries contributes significantly to the quality of the educational program; therefore, personal leave should be held to a minimum. Secretaries will use discretion in using such days, and such days should not be used for personal recreation, leisure activities, or outside occupation. Consideration will be given for special family circumstances or celebrations. Personal leave days, except in the case of emergent and unavoidable conditions, shall not be taken on the day before or the day after a holiday or a vacation period or a day on which the employee is not in a pay status. Unused personal leave days shall be rolled into accumulated sick days at the end of the school year.

#### Section 2

Requests for absence for personal leave days shall be submitted in writing to the Superintendent through the School Principal. The specific reason for the personal leave need not be given unless the personal leave is for two (2) or more consecutive days.

### **ARTICLE XIV** **MATERNITY LEAVE**

#### Section 1

A leave of absence shall be granted for maternity/adoption purposes to female employees, who have been employed by the Committee for at least ninety (90) calendar days, on the terms and conditions set forth in this Article.

#### Section 2

The employee shall, no later than two (2) weeks but preferably two (2) months prior to the date she desires her leave of absence to begin, make written request for maternity leave to the Superintendent through her appropriate supervisor on such form as the Superintendent may require. Such request shall indicate the dates on which the employee desires her maternity leave to commence and to terminate and shall be accompanied by a written statement from her physician which provides his/her estimate of the delivery date and his/her evaluation of the employee's physical ability to continue to perform the full duties and responsibilities of her position. She shall be permitted to continue on active duty until such date, provided she does perform the full duties and responsibilities of her position and furnishes additional statements from her physician upon the reasonable request of the Superintendent or his/her designee.



### Section 3

The employee shall agree not to return to duty any earlier than the termination date set forth in her written request without the Committee's approval, unless the termination date is within eight (8) weeks after the commencement of the maternity leave. In no event shall the period of any maternity leave terminate any later than one (1) full school year after the school year in which the maternity leave commenced.

### Section 4

The employee may elect to use her accumulated sick leave during her period of physical disability. Sick leave shall be paid only during the time period in which a physician certifies the employee to be physically disabled and only to the extent of the number of sick leave days the employee has accumulated.

### Section 5

During the period of her maternity leave the employee shall be responsible for making payment of the deductions authorized under this Agreement. The Committee shall continue to pay during such leave its share of the group health insurance and the group life insurance provided under the terms of this Agreement. The Committee shall not be liable for any other payments during the period of such leave.

### Section 6

The employee must notify the Superintendent in writing at least sixty (60) days prior to the termination of her maternity leave of her desire to return to duty and furnish him/her with a statement from her physician attesting to her ability to resume the full performance of the duties and responsibilities of her position. If the employee fails to notify the Superintendent in writing within sixty (60) days prior to the termination of such leave of her desire to return to duty or does furnish such notice and fails to return to duty at the termination of such leave, she shall be deemed to have resigned, and the obligation of the Committee to provide a position for her shall cease.

### Section 7

All benefits to which the employee was entitled at the time the leave commenced, including any unused accumulated sick leave, shall, except as is otherwise provided herein, be restored to her upon her return; and she shall be assigned to the same position which she held at the time such leave commenced, if such position is available, or if not available to a substantially equivalent position. The determination as to what constitutes a substantially equivalent position shall be made by the Committee in each case. Upon her return to duty the employee shall not advance in increment unless she shall have worked at least ninety-one (91) days in the work year in which her leave commenced. No more than one (1) step increase shall be granted during any period of maternity leave. The Committee shall not be required to restore an employee on maternity leave to her previous or a similar position if other employees of equal length of service, credit, and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of her maternity leave.

**ARTICLE XV**  
**LEAVES OF ABSENCE**

**Section 1**

Employees may be granted, at the discretion of the Superintendent, leaves of absence without loss of pay for periods not in excess of three (3) days in the event of death in their immediate families. Immediate family shall include: parent, mother-in-law, father-in-law, spouse, child, step-child, grandparent, sister, brother, sister-in-law, brother-in-law, and any other relative who is a member of the employee's household.

**Section 2**

Employees may be excused, without loss of pay, at the discretion of the Superintendent, for not in excess of two (2) days to attend meetings or conferences of an educational nature related to the employee's work, or to visit other schools for the purpose of observing secretarial and clerical practices. Requests for such absences must normally be made in writing one (1) week in advance to the Superintendent.

**ARTICLE XVI**  
**JURY DUTY**

Employees required to perform jury duty shall receive leave with pay for the duration of such duty. The employee will be paid her regular compensation without interruption. The employee must present evidence of the amount of compensation received for jury duty and turn over such compensation, exclusive of the amount received for travel, to the Town.

**ARTICLE XVII**  
**PERSONAL PROTECTION**

**Section 1**

Any employee who is absent from work as the result of a personal injury, which is incurred in the course of her employment and which is compensable under the provision of the Massachusetts Workmen's Compensation Act, shall, upon her written request to the Superintendent, receive as a charge against her accrued sick leave the difference between her current salary and the amount she receives as workmen's compensation.

**Section 2**

Employees will report immediately all cases of assault suffered by them in connection with their employment to the Superintendent in writing. This report will be forwarded to the Committee which will comply with any reasonable request from the employee for information in its possession relating to the incident or the persons involved, and will lend its support to the employee in appropriate ways.

**ARTICLE XVIII**  
**IN-SERVICE TRAINING**

The Committee may from time to time request or authorize employees to attend specific educational seminars, workshops, conferences or courses on behalf of the Committee. In such cases, the Committee will pay 100% of the expenses incurred by the employees in attending



such activities. A request initiated by the employee must be approved by the Superintendent, or his/her designee in advance, and such seminars, workshops, conferences or courses must be directly related to his/her duties and employment in the school district and intended to advance the skills of the employee. Reimbursement shall be contingent upon the employee's obtaining a grade of "B-" or better.

## **ARTICLE XIX** **GROUP HEALTH AND LIFE INSURANCE**

The group health and the group life insurance provided by the Town of Foxborough for its employees shall be available to employees who advise the Superintendent in writing that they desire to participate in such insurance programs.

## **ARTICLE XX** **BENEFIT ENTITLEMENT AND ACCRUAL**

All benefits entitlement and accrual shall cease when an employee is, for any reason, in an unpaid status or has been in non-work status for sixty (60) consecutive working days or more. This shall include accrual of vacation time, personal days, sick leave, and holiday pay.

## **ARTICLE XXI** **GENERAL**

The expenses for the preparation and printing of this Agreement will be shared equally by the Committee and the Association.

## **ARTICLE XXII** **SCOPE OF AGREEMENT**

### **Section 1**

The Committee and the Association agree that during the term of this Agreement all matters and issues pertaining to wages, hours, and conditions of employment of said employees shall be governed exclusively by and limited to the terms and provisions of this Agreement.

### **Section 2**

No addition to, alteration, modification, or waiver of any of the terms or provisions of this Agreement shall be valid, binding, or of any force and effect unless it is made in writing and executed by the Committee and the Association.

### **Section 3**

The failure by the Committee or by the Association in one or more instances to observe or enforce any provisions of this Agreement shall not be construed to be a waiver of said provisions.

### **Section 4**

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

**ARTICLE XXIII**  
**DURATION**

This Agreement shall take effect on July 1, 2012 and shall continue in effect to and including June 30, 2015. It shall thereafter automatically renew itself for successive terms of one (1) year, unless by the October first next prior to the expiration of the contract year involved either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Agreement. Notice of desire to modify shall not be considered notice of termination. In the event notice is given of a desire to modify or terminate this Agreement, the Committee and the Association will meet promptly to begin negotiations.

**ARTICLE XXIV**  
**REDUCTION IN FORCE**

**Section 1**

When it becomes necessary to reduce the secretarial workforce, said reduction will be made on the basis of performance, qualifications, and length of service employed as a member in the Foxborough Educational Secretaries' Association, and is represented by the Foxborough Educational Secretaries' Association. If performance and qualifications of employees are considered by the Superintendent of Schools to be substantially equal then seniority shall prevail.

**Section 2**

An employee may appeal to the School Committee the Superintendent's decision to recommend his/her dismissal due to a reduction in force but the Committee's decision will be final.

**Section 3**

RECALL - In case of reduction in force (R.I.F.) a previously employed secretary with five years experience within the bargaining unit shall be granted all of his/her benefits, wages, and seniority comparable to his/her previous position if recalled within one year to that comparable position.

IN WITNESS WHEREOF, the Committee has caused this Agreement to be signed in its name and behalf by its Chairperson, here to duly authorized, and the Association has caused this Agreement to be signed in its name and behalf by its President, here to duly authorized, on the day and year first above written.

**FOR THE COMMITTEE:**

  
Christina Belanger, Chairman

**FOR THE ASSOCIATION:**

  
Carla Lavery, President

Date: 6/23/16

Date: 6/16/16

**APPENDIX A****SECRETARIES' WAGE SCHEDULE**

<b>Step</b>	<b>FY17 2%</b>	<b>FY18 2%</b>	<b>FY19 2%</b>
1	\$17.61	\$17.96	\$18.32
2	\$18.50	\$18.87	\$19.24
3	\$19.29	\$19.68	\$20.07
4	\$20.20	\$20.60	\$21.01
5	\$21.10	\$21.52	\$21.95
6	\$22.00	\$22.44	\$22.88
7	\$22.83	\$23.29	\$23.76
8	\$23.49	\$23.96	\$24.43
9	\$24.19	\$24.68	\$25.17
10	\$24.92	\$25.42	\$25.93

