

**FRAMINGHAM SCHOOL COMMITTEE  
 AND  
 THE FRAMINGHAM SCHOOL CUSTODIANS  
 ON BEHALF OF PUBLIC EMPLOYEES LOCAL UNION 1156  
 OF THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO**

**TENTATIVE MEMORANDUM OF AGREEMENT  
SUBJECT TO RATIFICATION AND APPROVAL**

This **MEMORANDUM OF AGREEMENT** is entered into by and between the School Committee of the City of Framingham (hereinafter called the "Committee") and the Massachusetts Laborers' District Council on behalf of Local No. 1156, Laborers' International Union of North America, AFL-CIO (hereinafter called the "Union").

WHEREAS, the Committee and the Association are parties to a Collective Bargaining Agreement ("CBA") for the period of July 1, 2018 through and including June 30, 2021; and,

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

WHEREAS, said representatives of the Committee and the Association have, subject to ratification by the membership of the Committee and the Association, agreed to a successor agreement for the period of July 1, 2021 through and including August 31, 2024;

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

**Changes and/or additions appear in bold and underlined. Omitted language appears stricken.**

1. The order of the Articles the numbers on the contract starting on page 25 after Article 34 will be fixed accordingly.
2. ARTICLE 4: DIVISIONS will be amended as follows:

<b>Division A: Custodial</b>		
Subdivision 1	Supervising Custodians	Grade I
Subdivision <del>23</del>	Senior Custodians	Grade II through IV
Subdivision <del>32</del>	Night Foreman	Grade V through VI
Subdivision 4	Assistant Custodians and Rotators	Grade VII through X

3. ARTICLE 6: WORK SCHEDULE will be amended as follows:

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.~~ ~~A.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.

4. The following section will be added to ARTICLE 13: POSTING AND FILLING POSITIONS:

**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**

5. The following holiday will be added to 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	<b><u>Juneteenth</u></b>

\*If a state holiday

6. The following provision will be deleted from ARTICLE 15: SICK PAY:

**~~An employee may use up to three (3) sick days per year to care for a member of their immediate family. Immediate family is defined in Article 12, Section A.1.~~**

7. ARTICLE 16: LEAVE OF ABSENCE will be amended as follows:

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 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.**

8. ARTICLE 18: VACATION TIME will be amended as follows:

F. Vacation Entitlements

**1. During the first year of employment, an employee will accrue one (1) vacation day per full month of employment up to a maximum of ten (10) days. Vacation time will accrue during the probationary period, but may not be taken until the employee completes one (1) year of service. If the employee fails to complete satisfactorily their probationary period, no accrued vacation time will be owed. 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.**

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 ~~ing~~ 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 ~~thirty (30)~~ 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. ~~Vacation time may be used one (1) day at a time, subject to thirty six (36) hour advance notice and approval by the Director of Buildings and Grounds.~~

9. ARTICLE 19: OVERTIME will be amended as follows:

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 Assistant Director, Maintenance Services, other duties may be assigned to fill out the four (2) hours. 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 eight (8) hours from the end of the regular employee's regular shift~~ 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.

10. ARTICLE 20: CHECKING OF SCHOOLS will be fully deleted:

~~Any employee called in to check a building by the Director of Buildings and Grounds or their designee for possible vandalism will be credited as having worked a minimum of four (4) hours.~~

11. ARTICLE 24: GRIEVANCE AND ARBITRATION will be amended as follows:

#### **LEVEL 1**

The grievance shall be presented in written form to the Director of Buildings and Grounds within ~~ten (10) five (5)~~ 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) five (5)~~ working days after the presentation of the grievance, and shall give their answer within ~~ten (10) five (5)~~ 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) five (5)** 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 who** 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) five (5)** 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.**

12. ARTICLE 29: DRESS CODE will be amended as follows:

~~For security purposes, shirts with sleeves shall be worn at all times while on duty and shorts may be permitted to be worn from May 1<sup>st</sup> up to Labor Day. 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.**

13. ARTICLE 33: WAGES will be amended as follows:

Effective July 1, 2021~~0~~, 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 each of the following position(s) ~~or designated district representative(s), as designated by the Director of Buildings and Grounds,~~ will receive the following compensation: no more than five hundred dollars (\$500.00) reimbursement for a license deemed essential for the position, provided that if a second license is deemed essential for the position, a maximum of one thousand dollars (\$1,000.00) will be granted in reimbursement:

~~Construction Supervisor~~

~~Journeyman Electrician~~

~~HVAC~~

~~Journeyman Plumber~~

~~Welder~~

~~Asbestos~~

- 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.

14. ARTICLE 34: MANDATED TRAINING will be amended as follows:

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.

15. ARTICLE 44: DURATION will be amended as follows:

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.

16. ARTICLE 46: COPIES OF THIS AGREEMENT will be amended as follows:

The School Committee agrees to **publish an electronic copy of this Agreement as ratified on the District website.** ~~furnish a copy of this Agreement as ratified to each member of the employee group and ten (10) copies to the Union.~~

17. The following ARTICLE 48: EMPLOYEE DEVELOPMENT AND EDUCATIONAL IMPROVEMENT will be added:

**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.**

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

18. The following ARTICLE 49: MISCELLANEOUS will be added:

**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.**

19. APPENDIX A: SCHEDULE OF RATES OF PAY will be amended to reflect the following COLA:

- Year 1 (2021-2022): 2%, retroactive to July 1, 2021**
- Year 2 (2022-2023): 2%**
- Year 3 (2023-2024): 2%**

WHEREFORE, the Committee and the Association have caused this MEMORANDUM OF AGREEMENT to be executed by their duly-authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

FRAMINGHAM SCHOOL COMMITTEE

**On behalf of the MASSACHUSETTS  
LABORERS' DISTRICT COUNCIL ON  
BEHALF OF LOCAL NO. 1156,  
LABORERS' INTERNATIONAL UNION OF  
NORTH AMERICA, AFL-CIO**

BY:

\_\_\_\_\_  
Priscila Sousa, Chair

\_\_\_\_\_  
Mr. Roberto Ortiz, Business Manager

\_\_\_\_\_  
Jessica Barnhill, Vice Chair

\_\_\_\_\_  
Mr. Tim Mahoney, District Council Business  
Manager

\_\_\_\_\_  
Beverly Hugo, District 1

\_\_\_\_\_  
Jennifer Moshe, District 3

\_\_\_\_\_  
Adam Freudberg, District 4

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Valerie Ottaviani, District 6

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William LaBarge, District 9