

**SIDE LETTER OF AGREEMENT  
BETWEEN  
FRAMINGHAM SCHOOL COMMITTEE  
AND PUBLIC EMPLOYEES LOCAL UNION 1156 OF THE LABORERS'  
INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO**

**This SIDE LETTER OF AGREEMENT** is entered into by and between the Framingham School Committee (hereinafter the "Committee") and the Public Employees Local Union 1156 of the Laborers' International Union of North America, AFI-Cio ("Union").

**WHEREAS**, the Committee and the Union are parties to a Collective Bargaining Agreement for the period of July 1, 2021 through June 30, 2024.

**WHEREAS**, the Committee and the Union negotiated changes in the manner in which staff accrues their sick leave in the Unit N Collective Bargaining Agreement, Article 16.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the Committee and the Union agree as follows:

1. The terms and conditions set forth in the Collective Bargaining Agreement for the period July 1, 2021 through June 30, 2024 and including moving forward, continue in full force and effect.
2. Effective July 1, 2023 employees will be credited with 8 (eight) days of sick leave per year. Accruals will run from July 1 to June 30 of each school year.
3. Effective July 2023 probationary employees, as defined in Article 6, shall be eligible for the benefits of Article 16.

**WHEREFORE**, the Committee and the Association have caused this **SIDE LETTER OF AGREEMENT** to be executed by their duly-authorized representatives this 29 day of September , 2022.

**On behalf of the  
Framingham School Committee**

By:   
Dr. Robert Tremblay  
Superintendent

**Framingham Public Local Union 1156**

By:   
Robert Ortiz Jr  
LIUNA Local 1156

## ARTICLE 16 SICK LEAVE

A. Probationary employees, as defined in Article VI shall not be eligible for the benefits of this Article.

Effective July 2023 probationary employees, as defined in Article 6, **shall** be eligible for the benefits of Article 16.

B. An indefinite number of days may be accumulated.

C. Effective June 1, 2014, the accumulation of sick days will begin as of the date of the new employee's service in the school system and at a rate of 0.8 days per month. Effective the 2021-2022 school year, accumulated sick leave will begin on the first day of work of the school year and accrue at a rate of 0.8 days per month. Effective July 1, 2021, accruals will run from July 1 to June 30 of each school year.

**Effective July 1, 2023 employees will be credited with 8 (eight) days of sick leave per year. Accruals will run from July 1 to June 30 of each school year.**

D. Sick leave deduction will be made from the cumulation if payment has been made to the individual during their absence. Otherwise, no deduction will be made from the individual's cumulation.

E. Borrowing Policy: If an individual is out of service beyond their cumulation at any period in their service and wish to petition the Committee through their Director for extra days, the Committee reserves the right to grant such petition up to a limit of fifteen (15) days with the understanding that the individual shall repay by service, the number of days that have been granted.

F. If an employee resigns and have on their record "borrowing time," a financial deduction will be taken before the final payment period.

G. The implementation of the indefinite cumulation for employees in service prior to January 1, 1966, started as of that date.

H. Adjustment to the sick leave plan shall be based solely on the years of service in the Framingham School System.

I. In the event that illness of an employee extends beyond the period of five (5) consecutive days, the Director of Food Services 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.

J. Sick leave allowance is subject to prorating for employees who are employed less than a full school year as defined in Article VIII.

K. Upon request by any Unit employee said the employee will be notified of their total of accumulated sick days.

L. Absences, not to exceed three (3) days in any calendar year, may be charged against sick leave in cases of the severe illness of an employee of the immediate family or of the employee living in such employee's immediate household requiring the employee's presence. Every effort will be made by the employee to effectuate alternative arrangements.

M. Abuse of sick leave can lead to disciplinary action.