



# AGREEMENT

BETWEEN THE

FITCHBURG EDUCATION ASSOCIATION  
SECRETARIES AND CLERKS  
of MTA/NEA

AND

FITCHBURG SCHOOL COMMITTEE

July 1, 2024 - June 30, 2027

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ARTICLE I  
INTENT AND PURPOSE

The general intent and purpose of this Agreement is in the mutual interests of the School Committee and the Association, to provide for the operation of our school buildings under methods which will further to the fullest extent possible the safety, welfare and health of the school children of the City of Fitchburg under conditions which will insure economy of operation, quality and quantity of performance.

By the consummation of the Agreement the parties seek to continue and promote harmonious relations and mutual cooperation between the Committee and the Association; to formulate work rules to govern the relationship; to set forth the agreement of the parties with respect to rates of pay, hours of work and condition of employment under which members represented by the Association perform their duties; to provide for an orderly and equitable adjustment of all grievances as herein defined, all with the goal of improving the educational system of the City of Fitchburg. In seeking to achieve those goals, the parties acknowledge that the Committee has and must retain complete authority over the policies and administration of the schools which it exercises under law, except as expressly modified by a specific provision of this Agreement.

ARTICLE II  
RECOGNITION/DEFINITIONS

SECTION 1

Subject to any applicable provisions of State or Federal Law or regulation now or hereinafter in effect, the Fitchburg School Committee (herein referred to as the "COMMITTEE" or the "EMPLOYER") recognize the Fitchburg Education Association Secretaries and Clerks (herein referred to as the "ASSOCIATION" or the "EMPLOYEES") as the sole and exclusive collective bargaining agent with respect to wages, hours and terms and conditions of employment for technical support staff, including Network Specialists, Computer/System technicians, school-based family liaisons, and technical paras, and school clerks and secretaries, excluding all other school department employees.

SECTION 2

The Committee will not aid, promote, or finance any labor groups or organizations which purport to engage in collective bargaining, or make any agreement with any such groups for the purpose of undermining the Association or changing any condition contained in this Agreement.

SECTION 3

This Agreement is a complete agreement between the parties covering all mandatory subjects of bargaining. To the extent that any rule or regulations of the Committee shall be in direct conflict with the terms of this Agreement, then the terms of this Agreement shall govern.

All matters not dealt with herein shall be treated as having been brought up and disposed of and the Committee shall be under no obligation to bargain with the Association concerning any modifications or additions which are to be effective during the term hereof. No change or modification of this Agreement shall be binding upon the Committee or the Association unless reduced to writing by their duly authorized representatives.

SECTION 4

This Agreement includes all members of the clerical staff of the Fitchburg Public Schools, excluding those individuals designated confidential employees. Confidential positions are: Principal Clerk-Personnel Office, Accounts Manager-Payroll Business Office, Secretary to-the Superintendent, Principal Clerk Central Office, Senior Clerk-Superintendent Office, Secretary-Personnel Office, Secretary to Supervisor of Building Maintenance, Accounts Payable Clerk-Business Office, and Bookkeeper-Business Office.

ARTICLE III  
RIGHTS OF ASSOCIATION

SECTION 1

The Association shall designate collective bargaining representatives and grievances representatives whose name shall be forwarded to the Committee. The Committee will recognize such representatives in their respective capacities so long as the designation: from the Association remains in effect. An employee may set an appointment to review their employee file with Human Resources by submitting a request in writing to the Superintendent/Human Resources with at least 48 hours advance notice.

SECTION 2

There shall be no discrimination, interference, restraining or coercion by the Committee or the Association against the employee because of membership or non-membership in the Association. The Association agrees to represent all employees covered in the unit and to admit said persons to membership subject only to payment of periodic dues or fees. There shall be no discrimination by either party to the employee because of race, color, creed, age or sex.

SECTION 3

Any employee may see their personnel file by going to the Superintendent of Schools or designee and asking to see it by appointment.

ARTICLE IV  
DUES DEDUCTION

The Committee agrees that, in accordance with the provisions of Chapter 180, Section 17, it will deduct membership dues from the wages of any employee in the unit who has voluntarily submitted an appropriate authorization card.

The Committee will incur no liability for loss of dues monies after depositing same in the United States Mail properly addressed to the Secretary-Treasurer of the Association.

The Association shall indemnify and save the Committee and/or the City of Fitchburg harmless against all claims, suits or other forms of liability which may arise by reason of any action taken in making deductions, and remitting the same to the Union pursuant to this Section.

An employee may withdraw his/her authorization to deduct dues by giving sixty (60) days' notice to the Treasurer of the Secretaries and Clerks Association.

ARTICLE V  
RIGHT OF COMMITTEE

The Committee is a public body established under and with the power provided by the statutes of the Commonwealth of Massachusetts. As the elected representatives of the citizens of Fitchburg charged with the responsibility for the quality of education and the efficient and economical operation of the Fitchburg School system, it is acknowledged that the Committee has the final responsibility of establishing all rules and regulations of the Public Schools of Fitchburg.

Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Committee under the statutes of the Commonwealth, or the rules and regulations of any agency of the Commonwealth. Except as expressly modified herein, said rights and powers, include, but in no way are construed as limited to, the subjects mentioned in the "Table of Contents" in this Agreement.

As to every matter not expressly covered by this Agreement and except as directly modified by a specific provision of this Agreement, the Committee retains exclusively to itself all rights and powers and responsibilities that it has or may hereafter be granted by law, and may exercise the same at its discretion without such exercise being made the subject of a grievance arbitration proceeding.

## ARTICLE VI GRIEVANCES

### SECTION 1

Subject to the provisions of Article VI, a grievance shall be defined as:

1) Any complaint by a staff member in the unit covered by this Agreement or the Association that the employee has been subject to a direct violation of an express provision of this Agreement, or 2) has been subject to an unfair or discriminatory act contrary to established policy or practice specifically approved by the School Committee.

Before a formal grievance is filed under Section 2, an earnest effort shall be made to adjust such grievance immediately and informally by a conference between the employee, the Association representative and the immediate supervisor. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participants.

### SECTION 2

A grievance must be represented within twenty-one (21) working days of the time of the occurrence of the alleged contract violation and must be processed in accordance with the steps, time limits and conditions set forth below:

Step 1 - The Association shall represent the grievance in writing to the Supervisor of the building in which he/she is employed. The grievance must state the specific provision of the Agreement which is alleged to have been violated. The Supervisor shall attempt to adjust the matter and shall give his/her answer within ten (10) working days. In the event the Supervisor is not involved with the specific grievance, he/she will immediately refer the matter on to

Step 2 - Be presented in writing to the Superintendent of Schools or his Designee, within fifteen (15) days after the answer of the Supervisor is due. The matter shall be investigated and a meeting set up within ten (10) working days of the receipt of the written grievance. The Superintendent shall respond in writing to the grievance within ten (10) working days after such meeting. If the matter is not satisfactorily settled at this Step, it may

Step 3 - Be appealed in writing to the Superintendent and when appropriate to the School Committee within fifteen (15) working days. The Committee or its designated representatives and the employee together with a representative of the Association shall meet to discuss the grievance as promptly as possible, normally within fifteen (15) days of the reference to the Committee. The School Committee will give its written answer to the grievance within the ten (10) days following the conclusion of that meeting. If no satisfactory settlement of the grievance is made at this Step, it may

Step 4 - Be appealed to arbitration by written notice of such intention to appeal within twenty (20) working days after the Committee's answer is due. The appeal to arbitration shall be initiated by submitting a written notice of the intention to arbitrate within the period of ten (10) working days and shall be governed by the procedures set forth in Article VII.

### SECTION 3

A grievance not initiated within the time limits specified shall be deemed waived. Failure of a party to appeal a decision within the time limits specified shall mean that the grievance is considered settled on the basis of the decision last made and shall not be eligible for further appeal.

In the event that the principal, supervisor or School Committee shall fail to answer an appeal within the time limits specified, the grievant shall have the right to take the grievance to the next step immediately.

The above time limitations may be amended or waived by mutual written agreement of the parties.

#### SECTION 4

No reprisals of any kind will be taken by the Committee or any member of the administration or by the Association against any participant in the grievance.

#### SECTION 5

All grievances involving decisions outside the realm of the responsibility of the building Principal or Principals and/or which affect a group of staff, may be submitted by the Association at Level 2 of the procedure within twenty-one (21) school days following the occurrence of the grievance.

### ARTICLE VII ARBITRATION

#### SECTION 1

In the event either party elects to submit a grievance to arbitration, the Superintendent and the Association shall attempt to mutually select an arbitrator.

If the Superintendent and the Union have not agreed within five (5) working days after written notice set forth above of the intention to arbitrate, then the party demanding arbitration shall request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association.

#### SECTION 2

The fees of the American Arbitration Association, if any, and the fees of the arbitrator and the expenses of any required hearings shall be equally shared by the Committee and the Association. Each party shall bear the expenses of its own witnesses, participants, and for the presentation of its own case. In no event shall any member of the Committee have a personal obligation for any payment under the provisions of this Agreement.

#### SECTION 3

The arbitrator's award shall be in writing and shall set forth his/her findings of fact with reasons and conclusions. The arbitration shall arrive at his/her decision solely upon the facts and evidence and conditions presented by the parties through the arbitration procedure.

The arbitrator shall have no power to add to, subtract from or modify any terms of this Agreement and in reaching his/her decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principles that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein.

Subject to the foregoing, the decision of the arbitrator shall be submitted to the Committee and the Association and shall be binding upon the Committee, the Association and any employee or group of employees who initiated the grievance.

#### SECTION 4

The parties may mutually agree to submit more than one pending grievance to the same arbitrator.

ARTICLE VIII  
SICK LEAVE

SECTION 1

All (52) week Clerical Employees shall be granted (15) sick days per year; sick leave available to part-time employees will be pro-rated, consistent with their work schedule. Those employees employed prior to July 1, 1998 shall have unlimited sick leave accumulation. Those employees employed after July 1, 1998 shall be limited to 230 days accumulation. All employees shall be credited with their (15) days sick leave on July 1<sup>st</sup> of each year. The School Committee agrees to pay each permanent employee covered by this agreement, or her/his designated beneficiary, an amount of money equivalent to 25% of such employee's accumulated sick leave on the date of her/his death or retirement, but in no event more than \$7,500. A day's pay for purposes of this paragraph, shall be computed at 1/5 the employee's regular weekly pay on the date of their retirement or death.

In cases where there has been an absence of five (5) or more consecutive days, the Superintendent of Schools may require a physician's certificate as to the necessity of an absence. Abuses of sick leave will be treated as individual disciplinary cases by the Superintendent. Employees on long term sick leave must provide the Office of Human Resources with supporting medical documentation every 45 calendar days and provide an estimated return to work date.

An employee on sick leave must provide supporting documentation to Human Resources every 45 days with an estimated return to work date included in the supporting medical documentation.

SECTION 2

Consistent with the provisions of the Family Medical Leave Act, bargaining unit members are eligible for all relevant entitlements and leaves to attend to family medical emergencies and/or situations. Sick leave with pay is intended primarily to cover the employee's own incapacitation due to sickness or injury, however, up to six (6) days annually may be used in order to attend to illnesses in the member's immediate family.

If a unit member has been employed by the district for more than six months but has not reached the 1250 work hours required by FMLA, the district will provide them with an unpaid leave benefit equivalent to FMLA; staff will be required to submit FMLA equivalent documentation to substantiate the request for this leave.

ARTICLE IX  
COMBINED SICK LEAVE BANK

SECTION 1

Effective 2024, a Combined Sick Leave Bank (CSLB) will be maintained for use by qualified members whose sick leave accumulation is exhausted through prolonged illness or accident and who require additional leave to make full recovery from an extended illness.

SECTION 2

Each member of the Teacher, Para-Educator, Clerical Staff, or Custodial Staff of the Fitchburg Education Association bargaining units shall be automatically enrolled in the CSLB upon hire and shall submit one (1) sick day from their personal accumulation to the bank on the first day of each school year. Staff who wish to opt out of the CSLB must do so in writing within thirty (30) days of their hire date - staff who opt out shall not submit one sick day per year and shall not be eligible for the benefits of the bank as explained in this section. All extant sick banks shall be combined into this bank.

One day of donated sick leave shall count as one day of sick leave for the bank, regardless of the unit of origin for the donated day.

SECTION 3

In addition to their one (1) day yearly, any member of the Teacher, Para-Educator, Clerical Staff, or Custodial Staff bargaining units may donate their unused sick days to the bank in writing at their discretion, except that no individual shall donate more than 50 sick days (in addition to their yearly donations) during their employment in Fitchburg. Said staff may donate unused sick days by notice, and explicitly may make donations as part of their severance from the district, such as by retirement or other termination of their employment. All donations shall be voluntary.

SECTION 4

All unit members who submit days into the CSLB shall be eligible for the benefits as listed in this article.

SECTION 5

Benefits from the Sick Leave Bank shall only be available after the unit member has exhausted their entire personal sick leave, both annual and accumulated, OR has documented reason to believe that they will do so imminently (as noted in Section 8).

SECTION 6

Any sick leave granted to unit members under the provisions of this Article shall expire at the end of the fiscal year. Should a unit member require additional sick bank days in the next fiscal year, the granting of such leave shall be in the purview of the sick bank committee.

SECTION 7

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members designated by the District (not within a CSLB bargaining unit) to serve at its discretion and two (2) members designated by the Education Association. Under normal circumstances this Committee shall convene to consider the eligibility of unit members to draw from the Bank. The Sick Leave Bank Committee shall keep track of days submitted and days withdrawn.

SECTION 8

Application for benefits shall be made in writing to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for and anticipated extent of extended recovery time from the illness.

SECTION 9

Application for benefits may be made prior to the employee's exhaustion of their own personal sick leave to expedite benefits, but drawing upon the Bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided.

SECTION 10

The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.

SECTION 11

Upon completion of the thirty (30) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.

SECTION 12

Subject to the foregoing requirements, the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and the amount of leave to be granted.

SECTION 13

The following general criteria shall be considered by the Committee in administering the Bank and in determining the amount of leave:

- a) Medical evidence of serious extended illness
- b) Prior utilization of eligible leave

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

#### SECTION 14

No days may be withdrawn from the Sick Leave Bank for any other illness other than prolonged illness or accident. Days may not be withdrawn to permit an individual to stay at home to care for other members of the family. Days may be explicitly granted for severe intermittent medical needs, such as regularly scheduled chemotherapy, at the discretion of the Sick Leave Bank Committee.

#### SECTION 15

Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provision of the collective bargaining agreement on the same basis as other unit members.

#### SECTION 16

If the Sick Leave Bank drops below five hundred (500) days during this contract period, it shall be renewed by the contribution of one (1) additional day of sick leave by each eligible member of the staff covered by this Agreement from their annual days of sick leave. Any additional days unused in the bank shall be carried over into the successive school year.

### ARTICLE X PERSONAL LEAVE AND PARENTAL LEAVE

#### PERSONAL LEAVE

All (52) week Clerical Employees who do not use sick leave shall be granted personal leave without loss of pay up to six (6) days per fiscal year cumulative to six (6) days in accordance with the following:

- a) For each calendar month where no sick time has been used, each employee shall be granted, exclusive of sick leave contribution; one half (1/2) day of personal leave without loss of pay.
- b) If any Clerical Staff has accumulated six (6) days of personal leave, then five (5) days may be sold back to the School Department with one (1) day carry over. Employees are permitted to sell back one to five days at any time, once an employee has accrued six (6) personal days.
- c) Ten (10) month Clerical employees who do not use Sick Leave shall be granted personal leave without loss of pay up to (5) days per fiscal year cumulative to five (5) days in accordance with the following:
- d) For each calendar month where no sick leave has been used, each employee shall be granted one half (1/2) day of personal leave without loss of pay. Part-time employees will be prorated relative to sick leave.

#### PARENTAL LEAVE

##### SECTION 1

- a) An employee who is employed by the district for three (3) months is eligible for parental leave for the birth or adoption of a child in accordance with the provisions of General Laws, Chapter 149, Section 105D. A unit member is entitled to eight (8) weeks of parental leave for the purpose of giving birth or for the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child. The first two (2)

weeks of leave under this article shall be paid in full without reduction of benefit days (sick or personal time).

b) Any unit member who intends to apply for parental leave shall notify the building Principal and Office of Human Resources in writing as soon as reasonably practical or with no less than two (2) weeks' notice. As noted above, any unit member teacher shall be entitled to utilize up to two (2) weeks of parental leave without the loss of earned time. Such leave will commence with the date of the birth or placement of an adopted child in the home. Paid parental leave is valid for both birth parents and non-birth parents alike. Birth parents are afforded additional time for recovery and/or complications in accordance with the procedures set forth in Article VIII and any applicable state or federal statutes.

c) All requests for leave made under this Article, whether original requests, extensions, or renewals, shall contain the length of the leave for which the request is made. FPS recognizes that start dates in this instance may change, it is the expectation that changes to dates be made in writing and within a reasonable time frame.

d) All requests for leave under this article will be submitted with supporting medical documentation and/or court documents for adoption purposes. FMLA forms are available to download from [www.dol.gov](http://www.dol.gov) as well as the district website OR may be requested from the Office of Human Resources..

e) The parties to this Agreement agree that State statutes and decisions of all Federal and State courts concerning parental leave will be applicable to this Agreement.

f) Prior to returning to normal duties, the birth parent must submit a medical authorization to return to work.

## SECTION 2

a) Individuals who have completed at least one (1) year in the Fitchburg School System may apply for a leave of absence without pay not to exceed one (1) year, or impact upon more than one (1) school year, for the purpose of "Child Rearing." Any request made pursuant to this section shall clearly state the inclusive dates of the leave requested and the date by which notice of return shall be given. Failure to return by the date identified and/or failure to notify of intention to return, shall constitute a resignation from the Fitchburg Public Schools.

b) Absent emergency conditions, such leaves shall be requested by March 1 of the preceding year or at the time a parental leave is requested to extend such leave.

## SECTION 3

a) An employee returning from parental leave of absence will be placed on the current salary schedule at least at the step held prior to withdrawal and will be assigned to any school where a vacancy occurs in as comparable position as possible. In the event the employee has continued their duties under the contract through February 1 of the school year in which the leave is granted, he or she will be credited with a step on the salary schedule upon return from leave.

## SECTION 4

a) In exceptional cases, such as interrupted pregnancy, the unit member may make written application for reinstatement, accompanied by a physician's statement of good health. Such reinstatement may be granted by the Superintendent.

\*Any provision of the Parental Leave Sections found in non-compliance with present State or Federal Statutes shall be superseded by said State or Federal standards.\*

ARTICLE XI  
HOLIDAYS

SECTION 1

All employees covered by this Agreement shall be paid regular pay for the day on the following holidays (whenever they fall on or are observed on a regular workday):

½ day before New Year's	Independence Day
New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
½ day of Good Friday	Thanksgiving Day
Patriot's Day	Day after Thanksgiving Day
Memorial Day	½ day before Christmas
Juneteenth	Christmas Day

In the event a holiday falls during an employee's vacation period, he/she will receive an additional day's vacation.

At staff's discretion, the 1/2 day holiday for Good Friday may be used during the school year when school is not in session. The floating ½ holiday should be taken while school is not in session, but shall be taken in the fiscal year that it is earned.

ARTICLE XII  
VACATIONS

All new 12-month employees, after working thirty (30) days, shall be granted two (2) weeks' vacation (10 working days) without loss of pay for the fiscal year.

Each 12-month employee that is employed as of July 1st and has been continuously employed by the School Department for less than five (5) years of service shall be granted two (2) weeks (10 working days) vacation without loss of pay for that fiscal year.

Each 12-month employee that is employed as of July 1st and has been continuously employed by the School Department for five (5) years through nine (9) years shall be granted three (3) weeks (15 working days) vacation without loss of pay for that fiscal year.

Each 12-month employee that is employed as of July 1st and has been continuously employed by the School Department for ten (10) years shall be granted four (4) weeks (20 working days) vacation without loss of pay for that fiscal year.

Each 12-month employee that is employed as of July 1st and has been continuously employed by the School Department for fifteen (15) years shall be granted five (5) weeks (25 working days) vacation without loss of pay for that fiscal year.

Members of the unit will, after 20 years, be given a sixth-week vacation in money only. Bargaining unit members must submit a written request to the Office of Human Resources for payment of the sixth vacation week.

These vacation days should generally not be taken during the school year when pupils are in attendance.

Vacation plans should be worked out with the immediate superior and plans communicated to the Office of Human Resources.

Vacations must be taken in a fiscal year in which they are granted, except that an employee may carry forward one week of their vacation from a previous fiscal year to the next fiscal year. The Superintendent of Schools may grant exceptions to this rule.

ARTICLE XIII  
LONGEVITY

The School Department agrees to pay annually, prior to June 30 of each year the following amount of money to each employee, for his/her years of service. (Years of service to be computed at the commencement of the applicable fiscal year) ,

<u>YEARS OF SERVICE</u>	<u>PAYMENT</u>
9-14 years	\$375
15-19 years	\$575
20-24 years	\$750
25-29 years	\$925
30 +over	\$1075

Longevity payments shall be prorated on a weekly basis for those persons who are retiring.

ARTICLE XIV  
VACANCIES

A vacancy is an opening caused by promotion, death, retirement, resignation, transfer, discharge or the availability of a new position.

- a) When a position covered by this Agreement becomes vacant and is to be filled, notice of such vacancy shall be posted for 14 days.
- b) The Superintendent may make special adjustments in pay and positions within the departments when such needs arise. Notice will be given to the Association as to the reason for this action.
- c) Those individuals presently holding Civil Service classification will retain that designation for the duration of their employment, effective July 1, 1997.
- d) In filling such vacancies, priority will be given to the bargaining unit applicants before being filled by a new hire.

ARTICLE XV  
OVERTIME

Overtime is to be discouraged and must be approved in advance by the Superintendent or designee. Flexible hours must be arranged with the immediate supervisor. Hours worked over 7.5 hours per day and/or 37.5 hours per week will be compensated at time and one half, but, at the employee's option, such time may be accrued as compensatory time at the same time and one half rate. Employees who accrue compensatory time must obtain approval to take such time from their supervisor. Employees who accrue compensatory time must use such accrued time by the December after the Fiscal Year in which such time was accrued or such accrued time will be paid out as overtime. In the event an employee was unable to take such accrued compensatory time through no fault of their own, the employee shall be permitted to retain that compensatory time through December of the next Fiscal Year.

School-Based Family Liaisons may be required to participate in after school and evening events.

If a school administrator is not going to be in the school building until all bus routes are complete, the principal shall assign a unit member to remain in the school building until all bus routes are complete. The member may accept or deny this assignment based on their schedule needs. If this results in the unit member working beyond their scheduled workday, they shall be paid their regular hourly rate in 15 minutes increments, rounded up.

ARTICLE XVI  
BEREAVEMENT DAYS

In the event of each case of death in the immediate family of an employee, he/she will be granted, at his/her request, reasonable necessary time off, on the days prior to the funeral, on the day of the funeral, and/or on the days after the funeral. Such leave will be without loss of pay to the extent set forth in the following schedules:

- a) Death of a spouse, child, grandchild, parent, brother or sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, domestic partner, or relative living in the same household:  
Up to five (5) school days without loss of pay.
  
- b) Death of an aunt, uncle, niece, or nephew; pregnancy loss:  
Up to three (3) days without loss of pay.

ARTICLE XVII  
TUITION

With the approval of the Superintendent or Designee; prior to enrollment; any books and tuition shall be paid if the passing grade is A, B, or C in any job related course. Limit \$250.00 each employee each year.

ARTICLE XVIII  
SNOW DAYS

Clerical members shall not report for the day when schools are closed due to inclement weather, but they will receive regular pay for the day.

ARTICLE XIX  
JURY DUTY AND MILITARY LEAVE

SECTION 1

In the event that any employee covered by this Agreement is required to perform and does perform jury service, and in the event that the total weekly earnings of the employee, including compensation for work performed for the City of Fitchburg and compensation for jury service is less than his regular compensation for full-time employees, the Committee agrees to pay to the employees the difference between their actual weekly earnings and what he/she would have earned if he/she had performed such number of hours of work for the Committee.

SECTION 2

As a condition of receiving such payment, employee agrees that if during jury service he/she is discharged for the day during regular working hours, he/she will report to the Superintendent of Schools or his designee for such work as may be assigned.

SECTION 3

An employee performing such jury service who desires the benefit of this Article shall be required to present weekly to the School Department a certificate signed by the Clerk of Courts or other proof reasonable satisfactory to the Superintendent as to the time spent by the employee in such jury service during the week and the amount of compensation received therefore.

#### SECTION 4

Absence for jury duty shall not count in calculating absence limitation under other Sections, the salary paid by the Fitchburg Public Schools during such absence shall be at the regular rate, less the fee paid by the courts for such duty. Employees called to Jury Duty must provide documentation from the court or a signed statement from the employee that an attempt was made to schedule jury duty during non-school time.

#### SECTION 5

The Committee will comply with all State and Federal Leave with respect to mandatory military leave of absence.

#### SECTION 6

Employees who are required to perform active duty for training will do so during the months of July and August except when the necessity of the Government makes other demands absolutely necessary. In such instances they will be granted necessary leave of up to seventeen (17) days per school year and will receive the difference between their regular pay and that which they receive from the State or Federal Government.

### ARTICLE XX STAFF HEALTH AND SAFETY

#### SECTION 1

Injury Reporting: Staff members will immediately report, in writing, to the building principal or their immediate supervisor when they are injured in the course of their work, including injuries sustained accidentally or in any cases of alleged assault and/or battery. An injured staff member will also seek appropriate medical attention. Should an injured staff member require medical attention beyond what is available in the building, they shall be given immediate release time to obtain medical treatment for the remainder of the workday without any reduction in their pay or their accrued sick time.

#### SECTION 2

Workers' Compensation: An employee who is injured due to an assault by a student in the course of their duties for which Workers' Compensation benefits are awarded shall have their Workers' Compensation benefits supplemented by the District, without charge to their sick leave accrual, such that the employee receives their base salary or wages for a period of up to 30 days. Thereafter, the employee may use their personal sick leave such that the employee receives their base salary or wages for a period of up to 30 days.

#### SECTION 3

Broken Item Reimbursement: The District will reimburse employees for:

- a) The replacement cost of any hearing aids, glasses, clothing or other personal property damaged or destroyed as a result of an injury caused by a student assault or other work-based incident during the workday.
- b) Reimbursements under this provision shall be limited to fair market value for the item and will only be paid if there is no insurance coverage for the employee's loss. Cell phones will ONLY be reimbursed for a maximum of \$500 and ONLY in instances where staff were using them for work duties.
- c) The maximum benefit to all FEA bargaining units under this provision shall be \$10,000 per fiscal year. Should the cost to the district reach \$6,000 in any one fiscal year, the parties shall meet to discuss the root causes of these expenses and potential solutions.
- d) The District may adopt procedures to implement this reimbursement benefit.

SECTION 4

Personal Protective Equipment (PPE): The District shall provide appropriate Personal Protective Equipment (PPE) to protect staff from reasonably foreseeable injuries based on their work assignment. Such PPE will be provided in advance of their assignment if reasonable feasible. Employees are required to attend safety-related trainings during the school day as directed, and to follow de-escalation training protocols at all times. Any staff member may request appropriate PPE from their direct supervisor, who will prioritize ensuring staff and student safety in their procurement recommendation.

SECTION 5

Injury Prevention: If a staff member is injured at work, the District shall analyze the situation to determine if PPE would have prevented the issue and whether the situation is reasonably likely to reoccur. If so, the appropriate PPE shall be appropriated and supplied as soon as possible.

ARTICLE XXI  
WORKERS COMPENSATION

Any employee when disabled by an accident or injury arising out of his/her employment is entitled to file for benefits under the Workers' Compensation. Any injury must be reported forthwith to the Superintendent/Director of Building Maintenance. The report of injury shall be completed in triplicate, one copy shall be retained in the employee's personnel file and two copies forwarded to the Workers' Compensation Agent for the City of Fitchburg as soon as possible. Report accidents to: Superintendent, Administrator of Human Resources, or Supervisor of Building Maintenance.

When covered by the Workers' Compensation Act, a member of the unit may also elect to receive sick leave payments to the extent permitted by General Law, Chapter 152, Section 69 whereby such sick leave will be chargeable pro rata against accumulated sick leave and whereby the amount, when added to Workers Compensation benefits does not exceed his/her full salary wages.

In instances where accumulated sick leave is exhausted, the member of the unit will only receive the applicable Workers' Compensation benefits.

ARTICLE XXII  
WAGES/SALARY/EVALUATION

All new hires will be placed on the entry-level step (Step 1) of the appropriate wage scale. If the hiring authority believes that it is necessary to start a new hire at a higher step on the pay scale, it will consult with the FEA and explain the rationale. Legitimate reasons to start a new hire at a higher step include, but are not limited to: years of experience in a similar job outside of FPS, extensive training/experience with necessary technology, years of experience within FPS in a different bargaining unit. The placement of all new hires, if above step 1, must be mutually agreed upon by the FEA and the hiring authority.

All bargaining unit members will advance to subsequent steps of the appropriate wage scale on an annual basis. This provision will be applied uniformly to all members of the bargaining unit effective July 1<sup>st</sup> of each contract year.

See Appendix A - Salary Schedules  
See Appendix B - Evaluation Form

ARTICLE XXIII  
TRAVEL REIMBURSEMENT

Previously approved travel and documented expenses will be reimbursed at a rate established by the city

ordinance.

ARTICLE XXIV  
ANNUITY

Full-time clerical employees are eligible to participate in the tax deferred annuity program as established by the City Treasurer's Office.

ARTICLE XXV  
SENIORITY/REDUCTION IN FORCE/RECALL

SECTION 1

In the event that it becomes necessary to reduce the number of employees covered by this agreement, seniority will be a factor in determining this reduction, however, it will not be the only factor. Performance, knowledge of the position, attendance and demonstrated skills associated with job performance will also be factors.

SECTION 2

Seniority will be defined as the total number of prorated years employed by the Fitchburg School Department. Therefore any prior employment by the Fitchburg School Department in such departments as food service, classroom instruction or others will be applicable in determining seniority status. Any unpaid leave of absence will not be applicable in determining seniority status.

The parties agree that the District shall no longer be required to provide individual updates to employees about their benefit accruals and that in place of that obligation, the District has implemented the ability of all bargaining unit members to access this data through the District's X2 and companion data systems, including wage and step information.

SECTION 3

The Committee will follow a progressive discipline approach to matters of misconduct or poor performance. Examples being: verbal counseling to written reprimands. The Committee also will utilize corrective action plans (CAPs), if the committee deems that one is necessary or appropriate to help employees improve and meet job performance expectations. Misconduct matters are different than performance matters. Therefore progressive discipline regarding misconduct matters usually consist of more severe penalties for repeat offenders. However, and depending upon the circumstances and how serious the misconduct is, or how poor the performance is, the committee can impose immediate discharge if deemed appropriate. The district will not discharge an employee for arbitrary or capricious reasons.

SECTION 4

Job Classifications

<u>Employee Type</u>	<u>Work Schedule</u>	<u>Earns and/or Receives</u>
52 WEEK	12 Month	Personal time, Sick time, Vacation time and Holidays
48 WEEK	11 Month	Personal time, Sick time, Vacation time and Holidays
44 WEEK	10 Month + (5 days before school year starts + 5 days after school year ends)	Personal time, Sick time, Vacation time and Holidays
38 WEEK/190 DAY	180 school days + (5 days before school year starts + 5 days after school year ends)	Personal time, Sick time Only

Note: Parent Liaison positions are 38 week/190 day positions. Technical Paras may work from 182 to 190 days based on conversation with and approval from their supervisor.

ARTICLE XXVI  
PROFESSIONAL DEVELOPMENT AND TECHNOLOGY

The Fitchburg School Committee and the Administration of the Fitchburg Public Schools are committed to pursuing appropriate professional development opportunities for all bargaining unit members. Accordingly, professional development programs will be made available to bargaining unit members through either in-service education programs or through off-site conferences or workshops. These programs may include, but not be limited to, such topics as: school safety, legal issues impacting clerical personnel, office technology and regulations regarding student records. The school department agrees to assume registration and travel costs for approved off-site programs.

The District shall determine what technology, e.g., software programs, computers, is necessary for employees to perform their duties, and shall provide access to such technology. Further, the District will provide training to employees on such technology as the District deems necessary.

ARTICLE XXVII  
SURVIVOR BENEFIT

In the event of the death of an actively employed bargaining unit member with 10 or more years of service to the Fitchburg School Department, the Fitchburg School Department agrees to pay to the designated beneficiary or estate of said individual an amount of money equal to what that individual would have been eligible to have earned for the remainder of that contract year (July 1 to June 30).

ARTICLE XXVIII  
WORK YEAR

Twelve (12) month employees may voluntarily request a reduction in the duration of their work year from twelve (12) months to ten (10) months with a corresponding reduction in wages. Such requests will be for one (1) year periods for the mutual benefit of employee and employer.

ARTICLE XXIX  
SAFE AND HEALTHY BUILDINGS

SECTION 1

Doors: The District will secure exterior doors of worksites as a general practice. All staff will have access through main points of entry as determined by the District and shall be provided the necessary technology, e.g., key fob, passcode, necessary for such access. Staff may not prop doors open while unmonitored. In the event of a malfunction, staff are strongly encouraged to report the malfunction to building administration.

SECTION 2

Cameras: The District monitors school buildings using cameras. The District will determine where cameras are most appropriate and shall adopt a policy regarding which school officials may have access to the camera feeds by February 1, 2025. Cameras will be placed in public spaces in the buildings and shall not be used to monitor specific staff.

SECTION 3

Facilities Issues: Upon becoming aware of a facilities issue which may contribute to accident, injury, or illness - such as an equipment failure, flooding, etc. - the District shall immediately notify via email all staff who may be affected by such a hazard and union leadership.

#### SECTION 4

Facilities Testing and Reporting: The District will conduct environmental safety testing such as air quality, ventilation, asbestos, mold and water quality testing when the District receives information that reasonably suggests a potential environmental hazard. The District will share any reports that result from such testing with the FEA. The District will evaluate the results of any such test and determine what actions are reasonably available to remediate any environmental hazards identified through such testing. For the purposes of this paragraph, environmental hazards shall mean a condition that does not meet state or federal standards.

#### SECTION 5

Should a staff member become aware of a facilities issue which may cause accident, injury, or illness, they will report said issue to their immediate supervisor as soon as possible. The supervisor shall work with administration and appropriate staff to investigate said issue as soon as possible and evaluate the need for remediation. If remediation is necessary, the District will determine what actions are reasonably available and remediate such facilities issue.

#### SECTION 6

No Retaliation: The parties agree that no staff member will be retaliated against for filing a report of an unsafe or unhealthy working condition or for reporting a facilities issue.

### ARTICLE XXX MISCELLANEOUS

#### SECTION 1

Interpretation: The District will make available interpretation services, as necessary, to support non-classroom communication between bargaining unit members and parents, guardians and other caregivers, provided bargaining unit members must request these services at least one (1) week in advance except in urgent circumstances.

#### SECTION 2

Personnel File: Any Unit Member shall have access to their personnel file during school department hours, provided they schedule an appointment at least 24 hours in advance, at a mutually agreeable time. No material derogatory to a Unit Member's conduct, service, character, or personality will be placed in the personnel file unless the member has had an opportunity to review the material. The member will acknowledge that they have had the opportunity to review the material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The member will also have the right to submit a written response to such material and their response shall be attached to the file copy.

#### SECTION 3

Break Room: Staff shall have access to a staff-only break room with a working refrigerator and sink for their lunches and for use during other unassigned periods. There will be at least one such room at every building.

#### SECTION 4

Stipends: Qualified unit members may apply for any posted stipend positions under Teachers Contract Article VIII and are eligible to receive payment for those as indicated in Teachers Contract Appendix III and IV.

CONTRACT AGREEMENT

Agreement to the Contract between the Fitchburg Education Association Secretaries and Clerks and the Fitchburg School Committee. Period of Contract to be covered: July 1, 2024 through June 30, 2027.

*For the School Committee*

*For the Fitchburg Education Association  
Secretaries and Clerks*

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX A  
WAGES

Changes for this CBA:

Year 1:

Work Hours: 190 days of each work year will have regular daily expectations of 7.5 hours, including a 30 minute paid lunch. This includes the 5 days prior to students beginning school, the 180 regular student days, and 5 days following the end of school for students. Additional scheduled days will have a regular daily expectation of 7 hours of work, including a 30 minute paid lunch. Wages shall be paid in equal payments throughout the work year based on the employee's full annualized rate of pay.

Scale Movement : Home Liaisons shall be on the same scale as 190 day secretaries; Technical Para Wages shall be updated to be equivalent to Program Paras.

General COLA: 3%

Year 2: General COLA: 2.5%

Year 3: General COLA: 3%

Principal Secretary 260			
260 Days	24-25	25-26	26-27
	3.0%	2.5%	3.0%
Step 1	\$52,005	\$53,305	\$54,905
Step 2	\$54,130	\$55,483	\$57,148
Step 3	\$57,225	\$58,656	\$60,415
Step 4	\$59,972	\$61,472	\$63,316
Step 5	\$64,903	\$66,526	\$68,522

Principal Secretary 260			
260 Days	24-25	25-26	26-27
	3.0%	2.5%	3.0%
Step 1	\$ 27.16	\$ 27.84	\$ 28.67
Step 2	\$ 28.27	\$ 28.98	\$ 29.85
Step 3	\$ 29.88	\$ 30.63	\$ 31.55
Step 4	\$ 31.32	\$ 32.10	\$ 33.07
Step 5	\$ 33.89	\$ 34.74	\$ 35.78

Principal Secretary 190 & School Based Family Liaisons			
190 Days	24-25	25-26	26-27
	3.0%	2.50%	3.0%
Step 1	\$38,698	\$39,665	\$40,855
Step 2	\$40,279	\$41,286	\$42,525
Step 3	\$42,582	\$43,647	\$44,956
Step 4	\$44,627	\$45,742	\$47,114
Step 5	\$48,296	\$49,503	\$50,988

Principal Secretary 190 & School Based Family Liaisons			
190 Days	24-25	25-26	26-27
	3.0%	2.5%	3.0%
Step 1	\$ 27.16	\$ 27.84	\$ 28.67
Step 2	\$ 28.27	\$ 28.98	\$ 29.85
Step 3	\$ 29.88	\$ 30.63	\$ 31.55
Step 4	\$ 31.32	\$ 32.10	\$ 33.07
Step 5	\$ 33.89	\$ 34.74	\$ 35.78

Network Specialist				Network Specialist			
260 Days	24-25	25-26	26-27	260 Days	24-25	25-26	26-27
	3.0%	2.5%	3.0%		3.0%	2.5%	3.0%
Step 1	\$60,101	\$61,603	\$63,451	Step 1	\$ 31.38	\$ 32.17	\$ 33.13
Step 2	\$62,443	\$64,004	\$65,924	Step 2	\$ 32.61	\$ 33.43	\$ 34.43
Step 3	\$65,821	\$67,466	\$69,490	Step 3	\$ 34.37	\$ 35.23	\$ 36.29
Step 4	\$68,858	\$70,580	\$72,697	Step 4	\$ 35.96	\$ 36.86	\$ 37.96
Step 5	\$74,277	\$76,133	\$78,417	Step 5	\$ 38.79	\$ 39.76	\$ 40.95

Computer/System Tech				Computer/System Tech			
260 Days	24-25	25-26	26-27	260 Days	24-25	25-26	26-27
	3.0%	2.5%	3.0%		3.0%	2.5%	3.0%
Step 1	\$54,223	\$55,579	\$57,246	Step 1	\$ 28.31	\$ 29.02	\$ 29.89
Step 2	\$55,620	\$57,011	\$58,721	Step 2	\$ 29.05	\$ 29.77	\$ 30.67
Step 3	\$59,252	\$60,734	\$62,556	Step 3	\$ 30.94	\$ 31.71	\$ 32.67
Step 4	\$62,546	\$64,110	\$66,033	Step 4	\$ 32.66	\$ 33.48	\$ 34.48
Step 5	\$66,012	\$67,662	\$69,692	Step 5	\$ 34.47	\$ 35.34	\$ 36.40

Technical Para				Technical Para			
182-190 Days	24-25	25-26	26-27	182-190 Days	24-25	25-26	26-27
		2.5%	3.0%			2.5%	3.0%
Step 1	\$ 22.98	\$ 23.55	\$ 24.26	Step 1	\$ 22.98	\$23.55	\$24.26
Step 2	\$ 23.70	\$ 24.29	\$ 25.02	Step 2	\$ 23.70	\$24.29	\$25.02
Step 3	\$ 25.36	\$ 25.99	\$ 26.77	Step 3	\$ 25.36	\$25.99	\$26.77
Step 4	\$ 26.60	\$ 27.27	\$ 28.08	Step 4	\$ 26.60	\$27.27	\$28.08
Step 5	\$ 27.94	\$ 28.64	\$ 29.50	Step 5	\$ 27.94	\$28.64	\$29.50

Technical Paras may choose to work from 182 to 190 days each year in consultation with their supervisor.

Fitchburg Education Association - Secretaries & Clerks  
CONTRACT AGREEMENT

Agreement to the Contract between the Fitchburg Education Association - Secretaries & Clerks  
and the Fitchburg School Committee.

Period of Contract to be covered: July 1, 2024, through June 30, 2027.

For the School Committee

Peter V. Stephens  
James M. Wald  
Jamianth M. Squinifian  
Albra A. Jeffries  
M. Tracy  
Rosemary Reynolds  
Timothy Edmund

For the Fitchburg Education Association

[Signature]  
Burt Hanson  
J. Pat  
Dana Legros  
Melissa Desilets  
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B. Podgora  
Scott M.P.