

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
TOWN OF FRAMINGHAM  
AND THE  
FRAMINGHAM POLICE OFFICERS UNION  
JULY 1, 2012 TO JUNE 30, 2015**

## AGREEMENT

*This AGREEMENT*, entered into by and between the *Town of Framingham*, of the Commonwealth of Massachusetts, a municipal corporation chartered by said Commonwealth, and hereinafter referred to as the "*Town*" and the *Framingham Police Officer's Union*, "*FPOU*", hereinafter referred to as the "*Union*".

## WITNESSETH

*NOW THEREFORE*, in consideration of their mutual promises, the parties agree as follows:

### ARTICLE 1 INTENT

#### *Section 1.*

It is the intention of the parties hereto to promote and improve the effective administration and operation of the Town's Police Department and the well-being of the patrolman (regular, reserve and provisional); to establish a basic understanding relative to personnel policies, practices, procedures and matters affecting wages, hours, and other condition of employment; and to provide means for amicable discussions and adjustment of matters of mutual interest between the parties.

#### *Section 2.*

Nothing in the Agreement shall diminish the authority and power of the Civil Service Commission, the Retirement Board or the Personnel Board. In the event that any part or provisions of this Agreement is in conflict with any law or By-Law, such law or By-Law shall prevail so long as such conflict remains.

### ARTICLE 2 BARGAINING AGENT

The Town recognizes the Union as the exclusive representative for the purpose of collective bargaining relative to wages, hours, and other conditions of employment, of all

employees (regular, reserve, and provisional), in the service of the Town Police Department but excluding the Chief and the Administrative Assistant of the Department and all ranking officers. The Town and the Union agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Union.

### **ARTICLE 3** **MANAGEMENT RIGHTS**

The listing of the following specific rights of management in this Article is not intended to be a waiver of any of the rights of the Town not listed herein. Such inherent management rights shall remain with the Town except as they may be shared with the Union by specific provisions of this Agreement.

A) Among the Management Rights vested in the Town are the rights, in accordance with applicable law, to hire, promote, transfer, suspend, demote, discharge and to relieve employees from duty, consistent with applicable Civil Service rules and regulations.

B) The Town shall have the freedom of action to determine the methods, and means and the personnel for all operations, including the starting and quitting time. The Town must take whatever action is necessary to carry out its work in emergency situations. The Town shall select and determine the number and types of employees required and shall assign work to such employees in accordance with the requirements determined by the Town.

C) No employee shall be reprimanded, suspended, discharged or otherwise disciplined except for just cause. Just cause shall be interpreted consistent with G.L.C. 31.

### **ARTICLE 4** **NO STRIKE PROVISION**

It shall be unlawful for any employee to engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services of such employees.

**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

*Section 1.*

A grievance shall be defined as any dispute arising out of the interpretation, application, violation, or meaning of this Agreement, but shall not include any matter as to which an employee shall have the right of appeal or review under Civil Service Laws.

*Section 2.*

Nothing in this Agreement shall be so interpreted as to require the Union to process an employee grievance if the Union considers the grievance to be invalid or without merit. An attorney representing the Union may file a grievance for and on behalf of either the Union or for an individual officer or officers, providing the Union in accordance with its by-laws considers the grievance to be valid and with merit. If, at any step of the grievance procedure hereinafter set forth, the aggrieved employee decides to accept the decision rendered by a responsible official of the Town, the grievance shall be terminated. However, if the Union feels that significant issue of the general application still requires resolution, the Union may pursue the matter for a final determination as provided under the provisions of this Agreement.

*Section 3.*

Any grievance shall first be submitted orally by the grieving party to the employee's immediate supervisor within thirty (30) days of the event upon which the grievance is based. The grieving party shall have the right to have a union representative present at the time of the submission of the grievance. If no satisfactory resolution is reached at this level within forty-eight (48) hours, the grievance shall then be submitted in writing to the Chief within fifteen (15) additional days of the occurrence of the event upon which the grievance is based. A written response must be given by the Town's representative within fourteen (14) calendar days of receipt of this written grievance.

If no satisfactory resolution is reached at this level, the grievance may be submitted to the Town Manager. Such submission shall be in writing and shall be within ten (10) calendar days from the answer of the Chief. The Town Manager shall meet with the Union and give his response within ten (10) calendar days of said meeting.

Failure of the Town to respond at any step of this procedure within the time limits set forth shall be taken to be a negative response and the Union may proceed to the next step.

By mutual agreement, time periods may be extended.

If the grievance cannot be settled satisfactorily, at this step, it shall be submitted to arbitration as provided in Section 4.

*Section 4.*

A) When a grievance is not settled through the regular grievance procedure in Step 3 above, the Town or the Union shall have the right to request that it be submitted to arbitration. Such submission must be within fourteen (14) calendar days of the written answer (or due date of the written answer if not furnished).

B) Either party may request the American Arbitration Association to provide a panel of arbitrators from which a selection of a single arbitrator shall be made in accordance with the rules of the American Arbitration Association.

C) The decision of the arbitrator shall be final and binding upon the parties; however, he/she shall make no decision which alters, amends, adds to, or detracts from this Agreement.

D) Each party shall bear the expense of preparing and presenting its own case. The parties shall bear equally the cost of the arbitrator's services. However, if the arbitration hearing is held during the basic work week of Monday through Friday, the grieving employee, the employee's witnesses and the members of the Union's Grievance Committee (not to exceed three) shall be granted leave of absence without loss of pay while participating in arbitration proceedings.

**ARTICLE 6**  
**SENIORITY**

*Section 1.*

The provisions of this Article apply to all questions of seniority except those arising under the Civil Service Laws, as to which question the Civil Service Laws and the rules and regulations of the Civil Service Commission shall govern.

*Section 2.*

There shall be a seniority list established. Employees shall be placed on such list in accordance with their date of first employment with the police department. In cases where more than one employee begins work on the same day, the order of appointment shall be governing. In the event two or more employees are appointed to the force on the same day, seniority shall then be based upon the grades earned by each on the entrance examination with the man having the highest grade being the senior. If such grades are tied or cannot be obtained, the employee's academy score will govern seniority. If the academy scores are tied, seniority shall be based upon drawing of lots.

*Section 3.*

Shift assignments shall be determined by seniority with senior employees having preference. Employees shall bid for any line position on each of the three (3) work shifts once each year. Bidding shall take place during the month of January. Bids shall close at the end of the month. New shift assignments shall be posted by February 15. New shift assignments shall go into effect on the second Sunday in March of each year. Shift assignments shall remain in effect until the next bid cycle.

*Section 4.*

Should an opening occur on a shift, a notice shall be posted within seven (7) days for seven (7) days to that effect on the bulletin board. Any officer wishing to apply for the opening shall sign his/her name to the notice. At the end of the seven (7) day period, the

employee signing the notice who has the greatest amount of seniority shall be appointed to fill the opening. Failure to sign the notice within a seven (7) day period will waive any rights to the opening that a man with more seniority may have had at that time.

*Section 5.*

With reference to changes in a shift assignment for a particular officer, at least seven (7) days written notice must be given by the Chief to the officer in question with reference to any change in his/her work shift, except in an emergency situation.

**ARTICLE 7**  
**VACATIONS**

*Section 1.*

Vacation shall be awarded annually on January 1<sup>st</sup>. Two (2) weeks vacation shall be granted after one (1) year of service. Employees who have worked a minimum of one thousand (1000) hours, may use one (1) week of this initial two week allotment. Three (3) weeks vacation shall be granted after five (5) years of service and four (4) weeks after ten (10) years of service. Vacation leave of five (5) weeks shall be granted to any employee who has been employed by the Town for twenty (20) years and over. Subject to appropriate administrative controls, up to one (1) week of an employee's vacation leave may be taken in single days.

*Section 2.*

If a death covered by Article 8, Section 2 occurs in the family of a police officer during his/her vacation, such bereavement days shall not be charged to vacation. The lost vacation days must be taken at another time or the vacation may be extended by mutual agreement.

*Section 3.*

Each employee is entitled one (1) week's vacation during the period from the last week in June through Labor Day week.

*Section 4.*

Choice of available vacation time shall be in accordance with shift seniority.

*Section 5.*

Employees who are eligible for 5 weeks of vacation leave per year shall have the ability to sell back 1 week of vacation leave per year, with the employee's accrued vacation balance reduced accordingly. Notice by the employee must be provided to the Town by December 1<sup>st</sup>. The payment shall be made to the employee in January of the next year. The value shall be for base pay only and not include Quinn educational incentive payments or any other stipend not included in base pay.

**ARTICLE 8**  
**HOLIDAYS**

*Section 1.*

The following shall be the recognized holidays for all employees covered by this Agreement.

New Years Day  
Independence Day  
Thanksgiving Day  
Christmas Day  
Third Monday in February (Washington's Birthday)  
Third Monday in April (Patriot's Day)  
Last Monday in May (Memorial Day)  
First Monday in September (Labor Day)  
Second Monday in October (Columbus Day)  
Veteran's Day  
Martin Luther King Day

*Section 2.*

Holiday pay shall be computed as provided in Paragraph 1, Additional Compensation, of Article 10. The holiday pay shall be computed on the basis of twenty five percent (25%) of a week's base pay for each of the above holidays.

*Section 3.*

Holiday pay shall be paid in the following manner: Five (5) holidays in the pay week in which Independence Day falls. Six (6) holidays in the pay week in which Christmas Day falls.

*Section 4.*

Deleted under the terms of the Award in JLMC Case No. 11-03P dated June 7, 2012

*Section 5.*

With reference to this Article, Section 1, with reference to those seeking to substitute Yom Kippur as a paid holiday for the Christmas holiday so stated in Section 1, he/she shall have the option to do so.

*Section 6.*

Employees shall be allowed to elect to receive time off in lieu of holiday pay. The choice between time off or pay may be made twice per year, at least thirty (30) days prior to the pay period in question, i.e. thirty (30) days prior to the pay week in which Independence Day falls, and thirty (30) days prior to the pay week in which Christmas Day falls. Holiday pay shall be computed as twenty-five (25%) of a week's base pay for each holiday. Time off in lieu of holiday pay shall be computed as one (1) shift off for each holiday.

*Section 7.*

Monthly Cash Out Option: Employees who have accumulated compensatory time shall have the option of cashing out some or all of their accumulated time during the last pay week of each month. Notice of an employee's intent to cash out must be given at least seven (7) days prior to the pay period in question. Compensatory time that is cashed out shall be computed based upon each officer's over time rate.

Employees may not opt to cash out more than 2 times per year. Employees are limited to a cash out maximum of \$5,000.00 dollars per year.

**ARTICLE 9**  
**HOURS**

*Section 1.*

Scheduling of Police Officers will be the responsibility of the Chief.

The workday shall consist of eight (8) hours and twenty-five (25) minutes, subject to extension to eight (8) hours and fifty-five (55) minutes per the May 12, 2010 Memorandum of Agreement between the FPOU and the Town,, and the weekly hours shall average 38.32 hours per week over the calendar year. Subject to and as modified by the May 12, 2010 MOA, the standard shifts shall be:

7:45 A.M. to 4:10 P.M.,

3:45 P.M. to 12:10 A.M.,

11:45 P.M. to 8:10 A.M.;

provided that the Chief may schedule other shifts as he/she deems them necessary. At the Police Chief's discretion, there may be a "swing" shift which starts 1 hour earlier than the above-listed standard shifts and nothing herein shall be considered a relinquishment of the Chief's right to schedule and assign work. Assignment to special shifts shall be equitably distributed and except in unusual circumstances shall not exceed thirty (30) days duration.

All employees, except those having special assignments or duties, shall have their shift arranged in such a manner that employees work five (5) days consecutively and then three (3) days off. This schedule is repeated – work five (5) days consecutively and then have three (3) days off, etc.

Employees having a special assignment or duties will be scheduled in the interest of effective operations and will receive the same number of days off in the year as other employees.

*Section 2.*

There shall be a good faith effort made by management to have every assignment properly covered.

*Section 3.*

Any employee who works beyond the average workweek shall be compensated at one and one-half (1 ½) the straight time hourly rate for such hours worked.

*Section 4.*

No employee will be compelled to drive a motorcycle or bicycle when it is raining, snowing or when the temperature is below 34 degrees Fahrenheit; except for purpose of returning the vehicle to an appropriate place of shelter on Town property.

*Section 5.*

Any employee who completes his/her regular shift, then is recalled back to work shall be paid for actual hours worked during the recall guaranteed a minimum of three (3) hours of work at overtime rate of pay. With reference to any employee held over on a particular shift, he/she should be paid a minimum of one (1) hour. If the time exceeds one (1) hour, the officer shall be paid to the next one (1) hour held.

*Section 6.*

All officers shall have a thirty (30) minute lunch period. Within the confines of a thirty (30) minute limitation, such lunch period may be taken at any place of the officer's choice.

*Section 7.*

a. In the event that the Commonwealth of Massachusetts funds less than 50% of its approximate 50% share of payments made pursuant to G.L. c. 41 § 108L, the workday for members of the Framingham Police Officers Union shall be extended from 8 hours and 25 minutes to 8 hours and 55 minutes and no additional compensation shall be paid the officers for or in connection with the additional thirty (30) minutes worked per shift. Said workday shall be extended by adding fifteen (15) minutes to the beginning and end of the workday, and the weekly scheduled work hours presently in existence shall be extended accordingly and no additional compensation shall be paid the officers on a weekly or annual basis for or in connection with the additional thirty (30) minutes worked per shift.

b. In the event that the Commonwealth of Massachusetts funds only approximately half (50%) or more of its 50% share, but less than approximately 100% of its 50% share of payments made pursuant to G.L. c. 41 § 108L, the workday for members of the Framingham Police Officers Union shall be extended from 8 hours and 25 minutes to 8 hours and 40 minutes and no additional compensation shall be paid the officers for or in connection with the additional fifteen (15) minutes worked per shift. Said workday shall be extended by adding fifteen (15) minutes to either the beginning or end of the workday, at the Police Chief's election, and the weekly scheduled work hours presently in existence shall be extended accordingly and no additional compensation shall be paid the officers on a weekly or annual basis for or in connection with the additional fifteen (15) minutes worked per shift. The Police Chief's election shall be the same for all officers and once assigned, shall not be altered for as long as the right to make such election is effective.

c. In the event that the Commonwealth of Massachusetts fully funds 100% of its approximately 50% share of payments made pursuant to G.L. c. 41 § 108L, the workday for members of the Framingham Police Officers Union shall revert back to the 8 hours and 25 minutes presently in existence.

d. The Town shall be obligated to pay overtime under the CBA only when an officer works in excess of the work hours as specified above, as extended by thirty (30) or fifteen (15) minutes per shift, as the case may be. The extension of the work day by 30 minutes or 15 minutes as the case may be shall not lower the CBA overtime rate for any officer, but rather, the CBA overtime rate will continue to be calculated on the basis of the work week in existence immediately prior to March 7, 2010. Nothing in the preceding sentence shall entitle any officer to payment or any additional compensation whatsoever for the additional 30 minutes or 15 minutes worked per shift.

**ARTICLE 10**  
**WAGES**

***SEE ATTACHED WAGE SCHEDULES***

**Wage Adjustments for July 1, 2008 – June 30, 2011 Agreement:**

**FY2013 – effective July 1, 2012 - 1%**

**FY2014 – effective July 1, 2013 – 1%**

**FY2015 – effective July 1, 2014 – 1%, effective January 1, 2015 – 1%**

Effective July 1, 2011, a new step, Step 7, shall be added to the salary scale for all unit members with 15 years or more of full-time service. Step 7 shall be 1% greater than the rate set forth in Step 6. Unit members who had 15 years or more of full-time service as of July 1, 2011, shall receive retroactive pay at the new Step 7 back to July 1, 2011.

Employees who have achieved 15 years of service and are at Step 7 of the salary schedule, as of July 1, 2012 or July 1, 2013, shall receive an additional 1% increase of base pay, retroactive to July 1, 2013.

Effective July 1, 2014, the following stipends shall be eliminated in exchange for a one-time base salary increase of six and one half percent (6.5%) for each officer. The intention of this roll-in of certain stipends is that it be accomplished on a cost neutral basis. The stipends to be rolled into salary on a one time basis include the following:

- a. Fingerprint and photography (Article 10, Wages, Paragraph 4 and Article 31)
- b. Hazardous Duty Pay (Article 25, Hazardous Duty Pay)
- c. Accreditation Pay (Article 37)

The FPOU agrees to allow for implementation of direct deposit without further bargaining.

*Section 1.*

**ADDITIONAL COMPENSATION FOR POLICE DEPARTMENT**

**PERSONNEL**, which compensation shall not be used in computation of overtime payment or for other benefits:

1. An afternoon/night differential of 8% of base pay will be paid to Officers assigned to the afternoon and night shifts continuously for a period of one (1) week or more.

2. A weekend differential of \$2.00 / Hr. shall be paid to bargaining unit employees who work Saturday and / or Sunday.

3. Each employee covered by this Agreement will receive additional salary for each of the eleven (11) recognized holidays as provided in Article 8.

4. ~~Two (2) employees designated by the Police Chief will each receive three thousand dollars (\$3,000.00), commencing July 1, 2005, for fingerprint and photography work. On July 1, 2006, the amount will increase to three thousand five hundred dollars (\$3,500).~~ Deleted under FY2013-15 Memorandum of Agreement, paragraph 4.a. effective July 1, 2014.

The Evidence/Detail Officer shall receive three thousand dollars (\$3,000) commencing on July 1, 2005 for performing these duties. On July 1, 2006, this amount will increase to three thousand five hundred dollars (\$3,500).

5. Up to fifteen (15) members of the Police Department designated by the Police Chief will each receive three thousand dollars (\$3,000.00) beginning July 1, 2005 through June 30, 2006 additional salary for performing the duties of investigator. This amount will increase to three thousand five hundred dollars (\$3,500) on July 1, 2006.

\*Employees eligible for specialist pay shall receive the stipend quarterly. Payments shall be made the first payroll period in January, April, July and October.

6. Educational Incentives.

a. The Town of Framingham agrees that it will remove and not seek to enforce the "contingency" language related to the Quinn Bill from the CBA and it further agrees that it will compensate existing qualified bargaining unit members as specified by G.L. c. 41 § 108L as of March 7, 2010 (i.e., 10% for an Associate's degree, 20% for a Bachelor's degree and 25% for a Master's or Law degree), irrespective of any reimbursement(s) or lack thereof from the State.

b. The Town also agrees that it will, as a contractual commitment independent of Chapter 41, Section 108L, provide the following educational incentive benefits to qualified Framingham Police Officers employed by the Town as of March 7, 2010, who are not entitled to

benefits pursuant to G.L. c. 41 § 108L, solely because of the officer's date of hire, so long as said officers have completed a program which meets all of the standards, requirements, and qualifications set forth in G.L. c. 41 § 108L, as of March 7, 2010:

Bachelor's Degree	\$4,500.00 per year, divided by each pay period
Master's or Law Degree	\$7,000.00 per year, divided by each pay period

The Town may elect to extend this benefit to officers hired in the future.

c. If for any reason the Town is legally unable to pay Quinn Bill benefits as set forth in Section 6.a. above because G.L. c. 41 § 108L is repealed, amended, or if the Town is excused from making payments under § 108L, the Town will, as a contractual commitment independent of G.L. c. 41 § 108L, pay a Town educational incentive to all qualified Framingham Police Officers who were eligible for Quinn Benefits as of September 30, 2009, the flat-rate amounts equating to that paid out in the prior year, with said annual amount divided per pay period, for all qualified Associate's, Bachelor's, Master's or Law Degrees.

d. The Town may, in its sole discretion, as a contractual commitment, provide Quinn or Educational Incentive Benefits to Patrol officers hired by the Town from another agency through lateral transfer or from a layoff list, who were eligible for benefits under G.L. c. 41 § 108L in the municipality in which they formerly were employed.

7. Neither the Town nor any office or official of the Town shall withhold the payment of wages of an officer for any reason without due process. This shall not be interpreted as expanding or changing the definition of "*grievance*" as it appears in Article 5, Section 1.

8. In 1993, the Town of Framingham adopted the provisions of G.L.c. 41 § 108L. These provisions will become effective during the first year in which the town is able to certify credits for reimbursement to the state, but no earlier than the fiscal year commencing July 1, 1993.

Any employee hired after July 1, 1993 must qualify under §108L in order to receive educational incentive benefits.

Any employee hired prior to July 1, 1993, may qualify for educational incentive benefits either under § 108L or under the July 1, 1991 contract provisions, but not under both.

The town will pay only for actual, physical attendance at classes. No correspondence schools will be acceptable.

At no time will an employee receive less money under Quinn than he/she would have received under the education provisions contained in the July 1, 1991 collective bargaining agreement.

9. Any employee that notifies the Chief in writing of his or her intended retirement two (2) years or more in advance of such retirement will receive a two year salary increase of seven-hundred and fifty dollars (\$750). If the written notification is received one (1) year or more in advance the employee shall receive a one-year salary increase five-hundred (\$500). If an employee fails to retire after providing such notification, the employee will be disqualified from using this benefit in the future and the Town shall be reimbursed for any such salary increases, within six (6) months of the original intended retirement date. The Town may recover such funds via payroll deductions in equal monthly installments.

10. Effective and retroactive to July 1, 2007, all employees now and hereafter with six (6) or more years of service but fewer than eight (8) years of service shall be moved to Step 5 of the salary scale.

11. Effective and retroactive to July 1, 2007, all employees now and hereafter with eight (8) or more years of service shall be moved to a new Step 6 on the salary scale, such Step to be valued at two and one-half percent (2.5%) high than Step 5 after the increases to the salary scale provided in paragraph no. 10, above.

12. Years of service for purposes of movement under paragraphs 10 and 11 shall be measured from the employee's original date of hire as a police officer in the Town, or in the

case of officers who have transferred laterally from another city or town, from the original date of hire as a full time academy trained police officer in such other city or town.

13. Effective July 1, 2014, any member of the bargaining unit who thereafter commences his/her 25th year of service with the Police Department shall be eligible to receive a 2% increase in his/her annual base salary on the date that employee begins his/her 25th year of service with the Police Department. Each such employee shall receive an additional 2% increase in his/her annual base salary on the date that such employee begins his/her 26th year of service with the Police Department and an additional 2% increase in his/her base salary on the date that such employee begins his/her 27th year of service with the Police Department.

Prior to ratification of the FY2013-FY2015 MOA and funding by Town Meeting, employees may elect to receive sick leave buy back, as currently set forth by Article 26 of the CBA, instead of the aforementioned base pay increases. Prior to ratification and funding, said employees must notify the Aide to the Chief in writing of their election to participate in such buy back and said election shall be irrevocable. Under no circumstances will an employee who has not made an election prior to July 1, 2014 receive sick leave buyback payments and no employee will receive both sick leave buy back and the aforementioned base salary increases.

Article 29 (Longevity) of the Agreement between FPOU and the Town for July 1, 2004-June 30, 2014 shall be deleted in its entirety and unit members shall no longer be entitled to receive longevity benefits as described in Article 29 of the July 1, 2004-June 30, 2007 agreement.

*Section 2.*

Effective July 1, 2014, accrued compensatory time shall be limited to no more than 170 hours. The reduction of hours in excess of 170 shall be achieved through a mandatory buyout or attrition at the Town's option, after consultation with the Chief.

**ARTICLE 11**  
**ATTENDANCE IN COURT**

*Section 1.*

Any employee covered hereunder, on duty at night or on vacation, furlough, or on a day off, who is required to attend as a witness in any legal proceeding in his/her official capacity will in lieu of any witness fee to which he/she would otherwise be entitled, receive pay for the actual hours worked during which he/she was in attendance at such proceeding which shall not be less than three(3) hours pay at time and a half or his/her regular base rate of pay.

*Section 2.*

Court time is subject to appropriate administrative reporting controls established by management.

**ARTICLE 12**  
**ATTENDANCE IN TRAINING PROGRAM**

*Section 1.*

When an employee is required by the Chief of the Department to attend a training program, time spent shall be considered the same as duty for pay purposes and the employees will be paid provided in this Agreement.

*Section 2.*

When training time is in excess of the average work week, the officer shall be compensated as provided in Article 9, Section 3.

*Section 3.*

The Chief, at his/her discretion, may reschedule temporarily any employee from his/her regular full shift to another full shift during which the training program is scheduled to enable the employee to take such training within his/her basic workweek.

**ARTICLE 13**  
**LEAVE WITH PAY**

*Section 1.*

*Personal Day Off*

Employees shall each receive one (1) day off annually of their own choice for personal use without loss of pay. When requesting the personal day an employee shall not have to give a reason except to state that he/she is requesting a personal day. Whenever possible, the employee shall give at least two (2) hours notice prior to the start of the shift on which the absence is to occur.

*Section 2.*

*Bereavement Leave*

In the event of a death occurring in the immediate family or family of his/her spouse, that employee shall be granted a minimum of three (3) calendar days and a maximum of five (5) days off without loss of pay. "*Immediate family*" shall consist of spouse, mother, father, child, sister, brother, mother-in law, father-in law, step-mother, step-father, step-brothers, step-sisters, grandparents, or persons living in the immediate household.

*Section 3.*

*Sick Leave*

a. Employees covered by this Agreement shall be allowed sick leave with pay for non-duty related injuries or sickness accrued at the rate of one and one quarter (1 ¼) days per month (fifteen (15) days per year), accumulation unlimited. Accumulated sick leave shall be accurately computed for each employee. The amount of accumulation shall be based upon fifteen (15) days per year for the total years of service of each employee. Subtracted from that are the actual sick days taken by each employee during his/her years of service. An employee may use up to five (5) days per year of his/her accumulated sick leave to care for a member of his/her "immediate family" which, for the purpose of this section, shall consist of spouse, mother, father, child, sister, brother, mother-in-law, father-in-law, step-mother, step-

father, step-brothers, step-sisters or grandparents. The administrative controls set out in Section 3.b shall not apply to such use.

b. The Chief may require a physician's certificate when an employee is absent for three (3) consecutive days or is absent on five (5) separate instances in a contract year.

The Chief may require that the certificate be from a physician designated by the Town. In such case, the Town shall pay for the examination and the report. If the Chief accepts a certificate from the employee's physician, the employee shall pay for the examination and the report.

c. Properly reported job-related sickness or injury shall not be charged against accumulated sick leave. An employee disabled under the so-called heart or lung law who receives a medical determination that he/she will be unable to return to work shall apply for a disability retirement. In cases involving job-related sickness or injury, the Town may require an employee to be examined by a doctor of the Town's choosing.

d. Effective July 1, 2014, once an employee accrues 200 unused sick days, his or her sick leave accruals shall cease unless and until the employee's sick leave balance drops below 200 days. At the beginning of an employee's eighteenth year of service, his or her sick leave accrual rate shall be reduced from 1.25 days per month to ½ day per month (6 days per year). The 6 days of sick leave per year that are accrued by employees at the beginning of the eighteenth year of service shall include the five (5) sick leave days set forth in Art. 13, Section 3.a. which can be used by unit members for family sick days. By way of example, if an employee during the eighteenth year or more of service uses 5 family sick days in a given year, the unit member would have only 1 sick leave day for the unit member's personal use the rest of that year, plus any accrued days the employee has available.

#### *Section 4.*

##### *Injury Leave*

An employee on injury leave under G.L. c. 41 § 111F for thirty (30) days or more will not accrue sick or vacation leave nor be able to use benefits under section 2 of this

Article. An employee on injury leave under G.L. c. 41 § 111F for the thirty days (30) calendar days or more will be able to carry over the existing and accrued vacation at the time of injury for a period equal to the injury leave.

*Section 5. Reduction of Use of Sick Leave for FMLA.*

Effective upon ratification of the FY2013-FY2015 Memorandum of Agreement, the Town's Family Medical Leave Policy, Personnel Policy No. 14A, dated November 1, 2005, shall apply to FPOU unit members without further bargaining. Under the Town's policy, employees shall no longer be able to use sick leave for FMLA-qualifying leave for purposes other than an employee's own serious health condition, subject to the exception detailed in the policy for female employees during the eight weeks immediately after giving birth. In exchange for this provision, each FPOU bargaining unit member shall receive a one-time salary increase of 1% upon ratification of the FY2013-FY2015 Memorandum of Agreement.

**ARTICLE 14**  
**UNION ACTIVITIES**

*Section 1. Union Meetings.*

The Town shall grant a leave of absence of two (2) days without loss of pay to not more than three (3) employees who attend the annual convention of Massachusetts Police Union as official delegates or alternates, provided said convention is held within the Commonwealth and further provided that not more than two (2) delegates or alternates are selected from any one (1) shift.

*Section 2. Grievance Hearing and Bargaining Meetings.*

Members of the bargaining committee, or, in the case of a grievance hearing, the grievance committee, but in either case no more than two (2) in number shall have time off to attend all grievance hearings and bargaining meetings without loss of pay.

*Section 3. Employee Rights as Stated in Chapter 1078 of the Acts of 1973.*

Employees shall have the right of self-organization and the right to form, join, or assist any employee organization for the purpose of bargaining collectively through

representatives of their own choosing on questions of wages, hours, and other terms and conditions of employment, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection, free from interference, restraint, or coercion. An employee shall have the right to refrain from any or all such activities, except to the extent of making such payment of service fees to an exclusive representative as provided in Section Twelve of this Chapter 1078 of the Acts of 1973.

*Section 4.*

The Town recognizes its responsibility to furnish to each employee within a reasonable time of the signing of the new contract a copy of such contract.

**ARTICLE 15**  
**CLEANING AND CLOTHING ALLOWANCE**

*Section 1.*

Rolled into base pay, along with Section 2 of this article, as a 2% base salary increase per the terms of the Award in JLMC No. 11-03P dated June7, 2012.

*Section 2.*

Rolled into base pay, along with Section 1 of this article, as a 2% base salary increase per the terms of the Award in JLMC No. 11-03P dated June7, 2012.

*Section 3.*

Any employee whose clothing is lost or damaged while he/she is performing his/her duties as a police officer may apply to the District Court for an appropriate order for reimbursement for such lost or damaged clothing. If the Court makes such an order, the Town shall reimburse the officer accordingly, and then the Town shall seek such reimbursement from the defendant in the court proceedings.

*Section 4.*

During the winter months (November - February), officers may be allowed to wear turtleneck shirts under their uniform instead of neckties. This will only apply to officers

assigned outside of the station, in cases where such uniform is designated by the Chief as the uniform of the day, and may be subject to other administrative controls as the Chief may determine.

*Section 5.*

Effective July 1, 2010, Section 1 and Section 2 of this Article are hereby deleted. Effective July 1, 2010, the base pay for each step of the wage schedule shall be increased by 2%.

**ARTICLE 16**  
**DISABILITY, INSURANCE AND RETIREMENT BENEFITS**

The Disability, Insurance and Retirement Plan presently in effect including, but not limited to, all past practices, interpretations and procedures shall continue for the life of this Agreement or any extension or renewal thereof.

**ARTICLE 17**  
**AGENCY FEE AND DUES DEDUCTION**

*Section 1.*

As a condition of continued employment, all employees after the thirtieth (30th) day of employment or the thirtieth (30th) day following the execution of the Agreement, whichever is later, shall pay to the Union an Agency Fee commensurate with the cost of collective bargaining services.

*Section 2.*

The Town shall for the duration of this Agreement deduct regular periodic Union dues and Association dues each week from the pay check of each employee who individually and voluntarily certifies in writing authorization for such deduction. The Union and Association agree to indemnify and save the Town harmless against any and all claims, suits, and other forms of liability arising out of the Agency Fee provision or the deduction of money so deducted once it has been turned over to the Treasurer of the Union and the Association by the Town.

*Section 3.*

The Town shall also make regular periodic deductions each week from the paycheck of each employee for the employee's credit union.

**ARTICLE 18**  
**STABILITY OF AGREEMENT**

*Section 1.*

No amendment, alteration, or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by said parties.

*Section 2.*

The failure of the Town or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or the Union to future performance of any such term or provision, and the obligations of the Union and the Town to such future performance shall continue in full force and effect.

**ARTICLE 19**  
**LEGALITY**

It is understood and agreed that all provisions of this Agreement are subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings, and orders of all agencies and commissions having jurisdiction. In the event of any change in the said laws, regulations, rulings, or orders, the affected provisions of this Agreement shall be superseded, but all other provisions of this Agreement shall continue in full force and effect.

**ARTICLE 20**  
**PRIVACY**

*Section 1.*

An employee shall be permitted at reasonable times at least quarterly, to review his/her personal file or dossier and shall have the right to refute derogatory statements

therein. He/she shall also have the right to forbid and to limit disclosure of any information from the personal file or dossier to any non-governmental agency. On the request for such disclosure, the Town or the Police Department shall first obtain the employee's written permission.

*Section 2.*

Only a written complaint against an officer will be considered by the Town. Such written complaint(s) will be processed by the Chief of Police.

*Section 3.*

No person and no body shall be given the address or telephone numbers of an officer without his/her expressed permission, unless the Town is required to disclose such information.

**ARTICLE 21**  
**SAFETY**

*Section 1.*

The Town shall continue the practice of initially issuing employees the equipment required by and under the rules and regulations of the Police Department.

*Section 2.*

The Town is concerned with the safety and health of its employees. The Town will continue to take steps to insure that working conditions are in compliance with applicable statutes.

*Section 3.*

Employees shall not be required to drive vehicles which are unsafe. At the beginning of each tour of duty, employees will inspect their vehicles. If a vehicle is unsafe, it shall be brought immediately to the attention of the employee's superior officer. If no action is taken, the employee shall in writing so notify the Chief of Police.

*Section 4.*

The Framingham Police insignia will be worn only by regular full time police officers. Subject to the approval of the Chief of Police, other officers may wear the insignia with a rocker designating the officer's position.

*Section 5.*

A safety Committee will be appointed consisting of three (3) members of the Union to be appointed by the Union officers and three (3) members of management to include the Chief of Department (or his/her designee), the Personnel Director (or his/her designee) and the Executive Administrator (or his/her designee). The Chairmanship shall rotate and alternate commencing with an Union Chairman and change every six (6) months. Meetings will be held during the first week of each month, September through June.

*Section 6.*

Among the areas of concern of the Committee shall be any and all issues regarding the health and safety of the employees of the department.

**ARTICLE 22**  
**FUNERAL AND BURIAL EXPENSES**

Pursuant to Chapter 41, Section 100G, the Town shall pay funeral and burial expenses for police officers killed in the performance of their duties up to a maximum of seven thousand five hundred dollars (\$7,500.00).

**ARTICLE 23**  
**WAIVER**

The Union and the Town agree that each had a right to bargain for any provision that they wished in the contract and each expressly waives the right to reopen the contract for any further demands or proposals that could have been made prior to the effective date of this contract and that the present contract constitutes a complete agreement of all matters and that

if other proposals have been made, they have been withdrawn in consideration of this Agreement.

**ARTICLE 24**  
**SICK LEAVE BANK**

*Section 1.*

A sick leave bank for use by members of the bargaining unit covered by this Agreement who have exhausted their own sick leave and who have serious illness shall be established.

*Section 2.*

Each employee in the bargaining unit shall contribute two (2) of his/her sick days to the bank effective upon the execution date of this Agreement.

*Section 3.*

The number of days that can be drawn by an individual will be limited to sixty (60) sick leave bank days.

*Section 4.*

The sick leave bank shall be administered by a sick leave bank committee consisting of six (6) members. Three (3) members shall be designated by the Employer to serve at its discretion and three (3) members shall be designated by the Union at its discretion. The sick leave bank committee shall determine the eligibility for use of the bank and the amount of leave to be granted.

The following criteria shall be used by the committee in administering the bank and in determining eligibility for sick leave withdrawals and the amount of said withdrawals:

- a) Adequate medical evidence of serious illness
- b) Prior utilization of all eligible sick leave

*Section 5.*

If, at any time, the sick leave bank falls below one hundred (100) sick leave days, it shall be replenished by the contribution of one (1) additional day of sick leave by each member of the unit staff covered by this Agreement. Such additional day will be deducted from the employee's annual fifteen (15) days of sick leave.

**ARTICLE 25**  
**HAZARDOUS DUTY PAY**

*Section 1.*

~~Members covered by this Agreement shall receive Hazardous Duty Pay in the amount of five percent (5%) of the base salary schedule per contract year. Payments shall be made in a lump sum, the first payday in December of each contract year. Payments made hereunder shall be included for the purpose of pension computation and education incentive computation but for no other purposes.~~

*Section 2.*

~~Employees who leave the employment of the Town between July 1 and the first payday in December shall receive their Hazardous Duty payment on a prorated basis.~~

*Section 3.*

Sections 1 and 2 of this article are deleted effective July 1, 2014 by paragraph 4.b. of the FY2013-2015 Memorandum of Agreement.

**ARTICLE 26**  
**SICK LEAVE BUY-BACK**

~~Upon ordinary retirement or death, a bargaining unit member or his/her heirs shall be entitled to a buy back of his/her unused accumulated sick leave over one hundred (100) days accumulation at the rate of one (1) day for every five (5) days (e.g. if the employee had 120 days of unused accumulated sick leave, he/she would be entitled to a buy-back of four (4) days). The maximum number of days which can be bought back is twenty (20) and the~~

~~maximum value of such buy back is three thousand dollars (\$3,000.00). For purposes of buy-back one day shall consist of twelve (12) hours pay at the employee's prevailing base rate of pay.~~

~~Notwithstanding the limits set out above, an employee who takes ordinary retirement, after giving the town at least four (4) months written notice of his/her intent to retire accompanied by the actual filing of his/her retirement papers, shall be entitled to buy back an additional twenty (20) days of unused, accumulated sick leave, using the same formula as is set forth above. In such case, the maximum value of such buy back shall be six thousand dollars (\$6000.00). An employee giving notice under this paragraph shall be entitled to buy back an additional thirty (30) days of unused, accumulated sick leave, using the same formula as is set forth above. In such case, the maximum value of such buy back shall be ten thousand dollars (\$10,000.00)~~

Deleted effective July 1, 2014 pursuant to the FY2013-FY2015 Memorandum of Agreement, paragraph 14.

#### **ARTICLE 27** **MATERNITY LEAVE**

The Town will provide maternity leave in accordance with M.G.L. c. 149, Section 105D and the Town's published Policy on Maternity Leave. A new Maternity Leave Policy will be negotiated between the parties.

#### **ARTICLE 28** **LIMITED DUTY**

Police Officers who are injured on duty or sick and who are out on sick leave or injury leave shall be eligible to participate in the light duty program set forth in this article.

Either a Police Officer or the Chief may request that a police officer perform light duty work pursuant to this article. Light duty work shall consist of:

- 1) dispatching,
- 2) training,

- 3) general clerical work,
- 4) computer operation,
- 5) teletype operator,
- 6) crime prevention,
- 7) assist in property and evidence room,
- 8) suicide prevention watch,
- 9) supervision (applicable to supervisors only), and
- 10) other limited or light duty tasks agreed upon by the Chief and the Union.

The Chief shall make reasonable efforts, whenever possible, to make assignments of light duty on the same shift as the police officer is currently assigned. The Chief may, however, assign light duty tasks to an injured police officer during the day shift when necessary.

In the event that the Chief requests a police officer to perform light duty, or the police officer requests light duty, the Chief shall determine whether an appropriate light duty position is available. If so, the Chief shall provide a written job description of such duties to the police officer. The police officer shall immediately take all reasonable steps necessary to present that job description to his/her physician and to request a letter from his/her physician as to whether or not the police officer is capable of performing said light duty position. The physician shall be asked whether the light duty position can be performed by the police officer and the number of hours such duty can be performed. The police officer shall obtain a written response from his/her physician stating his/her fitness to perform such light duty. As soon as possible after receipt of such medical information stating that the police officer is capable of performing such light duty, the Chief may request the police officer to perform such light duty position.

If a police officer refuses the Chief's request to perform light duty after there is medical verification that such police officer can perform light duty, said police officer shall be

excluded from eligibility for this light duty program for five (5) years and may not request light duty during this time.

In the event that there are no available light duty positions, when such a request is made by a police officer, then the Town need not honor such request for light duty, but will give that police officer the next available light duty position if such police officer continues to be disabled. The Chief will not discriminate in filling light duty positions between those on sick or injury leave.

If an employee receiving sick leave and requesting light duty has not presented a letter from his/her physician stating that he/she is capable of performing light duty work, then such police officer may not invoke the grievance procedure, and the Union will not prosecute any such grievance.

It is understood that light duty work is temporary work during the duration or partial duration of the police officer's injury. Light duty positions are not intended to be permanent. A police officer may not be required to participate in such light duty work until he/she has been out on injury or sick leave for at least thirty (30) calendar days. However, a police officer may voluntarily participate in such light duty work prior to the thirtieth (30th) day of such illness or injury. Such light duty work shall also not apply to police officers who are injured, and who have applied for superannuation, disability or accidental disability retirement benefits. However, a police officer that has so applied for retirement benefits may voluntarily ask to participate in this light duty program.

Notwithstanding anything herein to the contrary, dispatching or suicide prevention watch is voluntary light duty assignments and no employee shall be penalized for refusing to work at such assignments.

## ARTICLE 29 LONGEVITY

~~Longevity pay shall be paid to any permanent employee in the Town service covered by this Agreement as follows:~~

<b>Years of Service</b>	<b>Longevity Pay</b>
10	\$200.00
15	\$250.00
20	\$300.00
25	\$350.00
30	\$400.00
35	\$450.00

~~Longevity Pay shall be due and payable within thirty (30) days after the anniversary date of completion of said years of service.~~

~~The continuous service of an employee shall not be deemed to have been broken by service in the Armed Forces of the United States providing such employee returns to the Town employment within two (2) years of his/her service termination date, and provided further that the employee's time in the Armed Forces is limited to four (4) years of service time unless it is involuntary service, in which case it may exceed four (4) years.~~

Deleted effective July 1, 2014 pursuant to the FY2013-FY2015 Memorandum of Agreement, paragraph 13.

### **ARTICLE 30** **DURATION**

The provisions of this Agreement will be effective July 1, 2012 and will continue and remain in full force and effect through June 30, 2015 and shall be automatically renewed from year to year thereafter unless at least ninety (90) days prior to the expiration date either party notifies the other in writing of its desire to terminate this Agreement. This Agreement shall remain in force and effect until a successor Agreement is reached.

**ARTICLE 31**  
**FINGERPRINTING AND PHOTOGRAPHY**

~~Each employee shall be trained and certified to perform fingerprint, photograph and breathalyzer duties. An employee so trained and certified shall receive an annual stipend equal to two percent (2%) of his/her base pay, including shift differentials.~~

~~— This stipend shall be paid annually, in November, for that calendar year. Deleted under FY2013-FY2015 Memorandum of Agreement, paragraph 4.a.~~

**ARTICLE 32**  
**FAMILY AND MEDICAL LEAVE ACT**

The Town agrees to follow and apply the United States Family and Medical Leave Act for all qualifying bargaining unit members.

**ARTICLE 33**  
**CIVILIANIZATION**

The town shall be permitted to civilianize one (1) of the positions previously held by a police officer in the front office. One (1) position will remain as bargaining unit work. In the event there is a need to staff the civilian position by way of overtime, the union membership will have the right of first refusal on same, so long as the individual is *qualified* to perform the job.

Officers will be afforded an opportunity to receive training so as to be qualified to perform dispatching duties.

**ARTICLE 34**  
**OVERTIME**

Overtime will be subject to the same restrictions as are found in the Memorandum regarding paid details. An employee who is absent on sick leave for three (3) consecutive days in a contract year may not work overtime for twenty-four (24) hours after the third day.

An employee who is absent on sick leave for five (5) separate instances in a contract year may not work overtime for twenty-four (24) hours after the fifth instance.

Use of family sick days will not be counted in calculating absences under this overtime provision.

Officers who work overtime on 4th of July, Thanksgiving, Christmas Eve, Christmas, New Year's Eve, New Year's Day shall receive the following compensation: double time the officer's base hourly rate of pay. If the granting of time off on the above-listed holidays creates the need for overtime, which cannot be filled on a voluntary basis by another member of the collective bargaining unit, the Chief of Police or his designee may deny the time off request.

No employee shall take time off and be hired, on overtime, to work the same shift which the employee previously took off unless the employee has taken at least a full week (5 or more consecutive days) off, which encompasses the overtime shift which the employee seeks to work. Provided further, no employee shall be hired to work overtime on the same shift which the employee previously took off on 4th of July, Thanksgiving, Christmas Eve, Christmas, New Year's Eve, New Year's Day, regardless of whether the employee took a full week or more off.

An employee who is absent on sick leave may not work a paid detail or an overtime shift for twenty four (24) hours after the absence.

### ARTICLE 35 DEFIBRILLATOR

~~All Employees will be trained, certified, and responsible for performing defibrillator duties. Each employee shall receive an annual stipend of \$150, payable on the second pay period of the fiscal year.~~

Effective upon the date when the Town Meeting vote approving the FY2012 MOA becomes effective, the \$150 annual stipend shall be rolled into the base wages of all unit members on a pro rata basis.

**ARTICLE 36**  
**CUSTOMER SERVICE/ETHICS POLICY**

The Town's customer service policy shall be implemented upon the execution of this agreement. The Union endorses the philosophy of the policy and will strive to adhere to it in the course of their duties. The Town agrees that employees shall not be disciplined solely on the failure to adhere to the policy.

The Union endorses the Town's Ethics Policy.

**ARTICLE 37**  
**ACCREDITATION**

The Union accepts all policy, procedure, rule and regulation changes for accreditation.

~~All members will receive an annual stipend for departmental accreditation as follows:~~

- ~~— FY 2005 — ½ of 1% of the Patrol Officer's annual base salary~~
- ~~— FY 2006 — ½ of 1% of the Patrol Officer's annual base salary~~
- ~~— FY 2007 — 1% of the Patrol Officer's annual base salary.~~

Deleted effective July 1, 2014 pursuant to Paragraph 4.c of the FY2013-2015 Memorandum of Agreement.

**ARTICLE 38**  
**LIFE INSURANCE**

The town agrees to establish and maintain life insurance coverage which covers all members of the bargaining unit in the event that any member of the bargaining unit dies in the lawful performance of his/her duty as a police officer. Death benefit payments will be made to the officers' stated beneficiaries in the sum of one hundred thousand dollars (\$100,000.00)

**ARTICLE 39**  
**INDEMNIFICATION**

The Town of Framingham shall indemnify officers from personal financial loss, against whom criminal process is sought, provided that the officer was on duty and acting in the scope of his/her employment at the time of the alleged misconduct so long as the criminal charges result in a dismissal or a finding of not guilty and not internal discipline was taken against the bargaining unit member for the conduct charged.

**ARTICLE 40**  
**HEALTH AND WELLNESS**

Employees may be excused from work for a period of thirty (30) minutes per shift to use the Department's fitness facility. Temporary release from duty shall be granted at the sole discretion of the employee's supervisor, subject to staffing, manpower, and operational constraints and shall be in lieu of the employees' meal break as defined in Article 9, section 6. All officers shall have a thirty (30) minute lunch period. Within the confines of a thirty (30) minute limitation, such lunch period may be taken at any place of the officer's choice.

**ARTICLE 41**  
**NO SMOKING POLICY**

Each sector will be provided with its own designated smoking location. Smoking on duty will be allowed in designated areas only. There will be no smoking in the cruisers. The designated smoking locations are as follows:

- Sector A: Framingham Fire Department Headquarters – Back Lot
- Sector B: Framingham Police Station – Rear Lot
- Sector C: Framingham, Route 9 Center Fire Station – Back Lot
- Sector D: Framingham, Nobscot Fire Station – Rear Lot

**ARTICLE 42**  
**SICK LEAVE NON-USE BONUS**

Beginning January 1, 2005, any officer who has not used any sick leave including sick leave for family illnesses for a period of one calendar year shall be granted three (3) days of compensatory time. This Article will expire at the end of the contract term.

**ARTICLE 43**  
**CIVILIANIZATION OF CERTAIN POSITIONS**

The Town shall be permitted to civilianize the following positions without additional bargaining: detail/evidence officer, crime analyst, and aide to the chief. Such civilianization will not occur until the officers filling the positions as of October 29, 2012 voluntarily vacate the positions, however nothing shall prevent the Chief of Police from removing or reassigning such officers for just cause.

The position of Technology & Logistics Officer, and all of the duties associated therewith, shall be removed from the FPOU bargaining unit and "civilianized." However, nothing herein will prevent the temporary assignment of a FPOU member to this position.

**ARTICLE 44**  
**BODY ARMOR & SEAT BELTS**

*Section 1.*

All employees shall wear seat belts when operating police vehicles.

*Section 2.*

Employees who perform line patrol functions shall wear protective body armor. The corrective measures used to enforce this provision will be limited to verbal counseling. The Town will supply body armor, at no expense to such employees, and the Town will replace body armor upon expiration. The Town will solicit and consider employees' input regarding the type, style, and model of body armor from options readily available to the Town, subject to the Chief's final approval.

**ARTICLE 45**  
**WITHDRAWAL FROM CIVIL SERVICE**

The Town shall be allowed to remove and replace the current civil service system without additional bargaining. Employees hired prior to such removal and replacement shall retain their civil service status and rights unless and until they are promoted, at which time they shall become non-civil service employees. However, in the event that a civil service police officer who is promoted to the rank of non-civil service Sergeant and demoted during his or her probationary period, he or she shall be allowed to resume his or her prior status as a civil service police officer.

Upon removal and replacement of civil service, promotional examination(s) may be administered outside of the civil service system.

No non-probationary employee, regardless of his or her date of hire, will be disciplined, laid off, discharged, or demoted without "just cause." Employees covered by civil service, may appeal adverse action to the Massachusetts Civil Service Commission and those not so covered, may, at the Union's discretion, seek redress through the grievance and arbitration procedure set forth in the Collective Bargaining Agreement.

In the event that a matter is appealed to arbitration by an employee not covered by civil service, the Arbitrator shall decide the matter based on applicable Massachusetts Civil Service Commission and judicial decisions. With advance notice, but without additional bargaining, the Town shall be allowed to implement a policy covering promotions, layoffs, recalls, probationary periods, and other such matters.



## MEMORANDUM OF UNDERSTANDING

### *PAID DETAILS*

*Section 1.* Paid details shall be distributed as defined below in Section 3.

*Section 2.* The rate for a uniformed Police Officer on detail will be as follows with a minimum of four (4) hour pay. The detail rate shall be Thirty-eight (\$38) per hour.

A uniformed Police Officer on detail shall receive a minimum of four (4) hours pay. If he/she works over four (4) hours, but less than eight (8) hours, he/she shall receive eight (8) hours pay. After eight (8) hours, the officer shall be paid for actual time worked.

The above-noted minimum pay periods shall be in effect for utility companies and construction details only.

The rate after eight (8) hours will be time and one-half. When rank is required he/she shall receive an additional Two Dollars (\$2.00) over the current detail rate. Rank is required When in charge of four (4) or more uniformed Officers, with a minimum of four (4) hours pay and time and one-half (1½) after eight (8) hours. Exceptions to the above are noted as follows:

Sundays:	Rate is time and one-half
Holidays:	Rate is double time
Easter Sunday:	Rate is double time
Mother's Day	Rate is double time
Christmas Eve:	Rate is double time (starts at 6:00 P.M.)
New Year's Eve:	Rate is double time (starts at 6:00 P.M.)

The rate for a uniformed Police Officer assigned to a labor dispute or a strike detail shall be paid twice the applicable rate, with a minimum of four (4) hours pay and time and one-half after eight (8) hours.

*Section 4.* Paid details shall be administered as follows:

A. Any employee who wants to receive paid detail assignments shall so indicate by signing a paid detail list.

B. Paid detail list shall be arranged and maintained in the order of seniority and rotated accordingly.

C. Employees who are on their day off shall receive preference in paid detail assignments in accordance with the seniority list.

D. When subsequent paid details are needed, the first employee on the list after the last previously called shall receive the assignment. (In accordance with "B" above).

E. An employee assigned to a paid detail shall be required to take such detail unless he/she obtains a replacement. The employee assigned shall be considered as having taken the detail.

F. Any errors in the making of assignment shall not result in pay being granted any employee who did not receive assignment.

*Section 5.* An employee who is absent on sick leave for three (3) consecutive days in a contract year may not work a paid detail for twenty four (24) hours after the third (3rd) day.

An employee who is absent on sick leave for five (5) separate instances in a contract year, may not work a paid detail for twenty-four (24) hours after the fifth (5th) instance.

The above provisions shall be enforceable under the grievance procedure of the collective bargaining agreement. However the type of assignment shall not be subject to the grievance procedure.

*Section 6.*

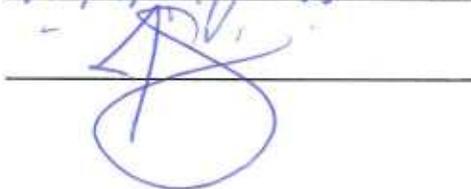
Effective upon ratification and funding of the FY2013-FY2015 Memorandum of Agreement by Town Meeting, the Town agrees to pay officers for non-Town details pursuant to the March 19, 2014 Framingham Police Paid Detail Agreement between the FPOU and the Framingham Police Superiors Officer Association (FPSOA), provided that it is agreed and understood that the detail rate for Town details shall not change or be affected by the March 19, 2014 Detail Agreement between FPOU and FPSOA.

**SIDE LETTER OF AGREEMENT**

A Committee of three (3) to four (4) people will be assigned to review the contract language in order to remove those provisions and terms that are no longer applicable under the July 1, 2012 through June 20, 2015 Bargaining Agreement. The Committee members will include at least one (1) member of the FPOU's executive board.

The review and revision shall be done within ninety (90) days of the execution of this Agreement.

**TOWN OF FRAMINGHAM  
BOARD OF SELECTMEN:**

  
\_\_\_\_\_  
Cheryl Tully, Aull  
\_\_\_\_\_  
Laurie Lee  
\_\_\_\_\_  
Michael [unclear]  
\_\_\_\_\_  


**FRAMINGHAM POLICE  
OFFICERS' UNION:**

 777  
\_\_\_\_\_  
 #298  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved AS To Legal  
Form  
  
\_\_\_\_\_  
Christopher J. Petrini