

Framingham Professional Union
Collective Bargaining Agreement
July 1, 2014 – June 30, 2017

AGREEMENT
BETWEEN
THE TOWN OF FRAMINGHAM
AND
FRAMINGHAM PROFESSIONAL UNION
SEIU, LOCAL 888
Effective
July 1, 2014 – June 30, 2017

INDEX

Article 1:	Recognition	1
Article 2:	Management Rights	1
Article 3:	Union Security	2
Article 4:	Political Education Fund	2
Article 5:	Union Rights	3
Article 6:	No Strike	3
Article 7:	Seniority	3
Article 8:	Probationary Period	3
Article 9:	Personnel Records	4
Article 10:	Health Insurance	4
Article 11:	Work Hours	4
Article 12:	No Smoking	6
Article 13:	Vacancies	6
Article 14:	Reduction in Force	7
Article 15:	Grievance Procedure	7
Article 16:	Performance Evaluation	8
Article 17:	Leaves of Absence	9
Article 18:	Holidays	10
Article 19:	Longevity	11
Article 20:	Sick Leave	12
Article 21:	Sick Leave Buyback	13
Article 22:	Sick Leave Bank	13
Article 23:	Vacation	14
Article 24:	Non Discrimination	15

Framingham Professional Union
Collective Bargaining Agreement
July 1, 2014 – June 30, 2017

Article 25:	Education	15
Article 27:	Labor-Management Committee	16
Article 28:	Wages	17
Article 29:	Protective Clothing & Gear	17
Article 30:	Job Classification	17
Article 31:	Subcontracting/Regionalization	18
Article 32:	Bi-Weekly Pay	18
Article 33:	Customer Service/Ethics Policy	18
Article 34:	Severability/Waiver	18
Article 35:	Duration	19
Attachment A: Wage Table 7/1/2014		
Attachment B: Wage Table 7/1/2015		
Attachment C: Wage Table 7/1/2016		

INDEX

Article:	Subject:	Page:
Article 32:	Bi-Weekly Pay	18
Article 26:	Certificates, Licenses, Etc.	16
Article 33:	Customer Service/Ethics Policy	18
Article 35:	Duration	19
Article 25:	Education	15
Article 15:	Grievance Procedure	7
Article 10:	Health Insurance	4
Article 18:	Holidays	10
Article 30:	Job Classification	17
Article 27:	Labor-Management Committee	16
Article 17:	Leaves of Absence	9
Article 19:	Longevity	11
Article 2:	Management Rights	1
Article 24:	Non Discrimination	15
Article 12:	No Smoking	6
Article 6:	No Strike	3
Article 16:	Performance Evaluation	8
Article 9:	Personnel Records	4
Article 4:	Political Education Fund	2
Article 8:	Probationary Period	3
Article 29:	Protective Clothing & Gear	17
Article 1:	Recognition	1

Framingham Professional Union
Collective Bargaining Agreement
July 1, 2014 – June 30, 2017

Article:	Subject:	Page:
Article 14:	Reduction in Force	6
Article 7:	Seniority	3
Article 34:	Severability/Waiver	18
Article 20:	Sick Leave	12
Article 22:	Sick Leave Bank	13
Article 21:	Sick Leave Buyback	13
Article 31:	Subcontracting/Regionalization	18
Article 5:	Union Rights	3
Article 3:	Union Security	2
Article 13:	Vacancies	6
Article 23:	Vacation	14
Article 28:	Wages	17
Article 11:	Work Hours	4
Attachment A:	Wage Table 7/1/2014	
Attachment B:	Wage Table 7/1/2015	
Attachment C:	Wage Table 7/1/2016	

ARTICLE 1
Recognition

Section 1.1: The Town recognizes the Local 888, SEIU as the exclusive, certified representative for all full-time and regular part-time professional and administrative employees of the Town of Framingham who work not less than 20 hours during the regular work week, and listed in Section 1.2 below, but excluding all clerical employees, all employees of the Town's Department of Public Works, Police Department, and Fire Department, all other currently represented employees, all Human Resources employees, and all managerial and confidential employees. For purposes of this Agreement, "professional employees" shall have the meaning set forth in G.L. c. 150E § 1. "Administrative employees" shall mean non-clerical office employees, whose work usually does not involve manual labor, who hold responsible positions involved in carrying out Town policies, programs and statutory obligations, who are neither managerial nor confidential.

Section 1.2: The Town recognizes the Union for the purposes of collective bargaining pursuant to G.L. c. 150E for the positions listed below, the titles of which many change over time as job descriptions are updated:

Field Assessors, Electrical Inspectors, Building Plans Examiners, Code Enforcement Inspectors, Code Compliance Officers, Local Building Inspectors, Inspectors, Assistant Sign Officers, Plumbing and Gas Inspectors, Inspector of Weights and Measures, Sealer of Weights and Measures, Chief Public Health Nurse, Public Health Nurses, Chief Sanitarian, Sanitarians, HSG Rehab Coordinators, Social Service Director, Community Intervention Specialist, Assistant Social Service Director, Senior Planner-Community & Economic Development, and System Project managers.

Section 1.3: Any new position created by the Town which would be considered within the group of employees described in Section 1.1 shall be a subject of bargaining between the parties to determine its impact on the unit. In no case shall this impact bargaining prevent the Town from creating a position or establishing a compensation schedule for this position.

ARTICLE 2
Management Rights

Section 2.1: The Union recognizes the right of the Town and its representatives to manage and direct the employees covered by this Agreement. The Town shall select and determine the number and types of employees required, and shall assign work to such employees in accordance with requirements determined by the Town.

Section 2.2: The list 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.

Section 2.3: Among the management rights vested solely in the Town are the rights, in accordance with applicable law, and consistent with the provision of this Agreement, to appoint, promote, assign and transfer employees; to establish qualifications, specifications and classifications for positions and determine the necessity for filling a vacancy; to direct employees, to evaluate the performance of an

employee; to assign additional, lesser or different work or responsibility to an employee; to determine the qualifications and competence of an employee; to take disciplinary action against employees for just cause; to relieve employees from duties because of lack of work or lack of money; to maintain and improve the efficiency of governmental operations; to set standards for quality of service; to determine the facilities and methods by which the Town's operations are to be conducted, including but not limited to work locations and hours, employee work schedules, and the use of temporary and part-time employees; to introduce new programs and procedures; and to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement.

ARTICLE 3 **Union Security**

Section 3.1: The Union dues of employees covered by this Agreement will be deducted by the employer from the wages of each employee covered by this Agreement who has signed an authorization form for the deduction of such dues, and presents it to the Treasurer of the Town in accordance with the provisions of Section 17A of Chapter 180 of the General Laws, as amended. The amount of such dues shall be in accordance with the Constitution of the Union, as certified to the Town Treasurer from time to time.

Section 3.2: In accordance with the provisions of General Laws, Chapter 180, Section 17G, the employer also agrees to deduct any agency service fee, as a condition of employment, from the salary of every employee in the bargaining unit who has not executed an authorization for deduction of Union dues as provided above.

Section 3.3: The erroneous deduction by the Town of Union dues or agency service fees from the wages of any employee who is not covered by this Agreement shall not be a basis for the particular employee, or the job position or classification in which the particular employee serves, to be accreted into the bargaining unit.

Section 3.4: Providing there is no equipment breakdown or personnel shortage, the Town shall remit to the Union Treasurer by the second pay period of the succeeding month the deducted union dues and agency fees, together with a list of the employees from whose wages, such union dues and agency fees shall have been deducted and the amount of such deductions. The Town Treasurer shall require of the Union Treasurer such bond and in such form as shall satisfy the Town Treasurer in accordance with the provisions of Section 17A and 17G of Chapter 180 of the General Laws. The Union further agrees that it shall indemnify and save the Town harmless against any claim, demand, suit, or other form of liability that may arise out of or by reason of action taken by the Town for the purpose of complying with this Section. The dues/service fee check shall be accompanied by a copy of all bargaining unit Personnel Action forms generated during that previous month.

ARTICLE 4 **Committee on Political Education**

Section 4.1: The Employer will honor voluntary contribution deduction authorizations from employees in the bargaining unit for contributions to SEIU Committee on Political Education (COPE). The employer, upon demand of the Union and a forty-five (45) day notice in writing to the employer, will deduct the authorized amounts from individual employees' paychecks and promptly remit those sums to SEIU, Local 888, along with a list of employees who have had amounts deducted and amounts for each of those employees.

ARTICLE 5
Union Rights

Section 5.1: The Union shall furnish the Employer with a written list of Union representatives immediately after the designation of such representatives; and the Union shall notify the Employer of any changes in the list of representatives.

Section 5.2: The Union Officers shall be granted reasonable time off from work with full pay for the purpose of meeting with management to present and adjust grievances at levels one, two and three of the grievance procedure. Permission for time off shall be requested as far in advance as possible except in emergency situations and where practical no less than twenty-four (24) hours in advance of the proposed meeting time.

Section 5.3: If collective bargaining meetings with management are scheduled during working hours, members of the bargaining team will be excused from work with full pay to attend such meetings.

Section 5.4: Two (2) union representatives will be granted reasonable time off with pay for the purpose of attending the annual union convention.

Section 5.5: The Town shall provide forty (40) hours, in the aggregate, of paid release time, annually, for union officials and representatives to attend union training, bargaining preparation meetings and for other union business with prior notification to the Town Manager.

Section 5.6: Bulletin boards shall be provided for the use of the Union. The Union is responsible for maintaining the bulletin boards.

ARTICLE 6
No Strike Provision

Section 6.1: Consistent with G.L. c. 150E § 9A, employees covered by this Agreement shall not engage in, participate in, induce, encourage or condone any strike, work stoppage, slowdown or withholding of services of his own or those of any other employee. Conduct in violation of this Article may be grounds for discipline.

ARTICLE 7
Seniority Language

Section 7.1: The length of service of the employee with the Town of Framingham shall determine the seniority of the employee, regardless of whether she/he is regular part-time or full-time.

ARTICLE 8
Probation Period

Section 8.1: The first six (6) months of continuous employment after the initial hiring date shall be considered a probationary period.

Section 8.2: The Town reserves the right to terminate any employee during the employee's probationary period if in the judgment of the Town Manager or the employee's supervisor the employee is not qualified to perform the duties of the position.

Section 8.3: Any termination pursuant to Section 5.2 shall not be subject to the grievance procedure of this Agreement. Employees shall otherwise enjoy all rights and benefits as provided by the collective bargaining agreement, except for just cause, until the term of this probation period has been met.

Section 8.4: The probationary period may be extended for a reasonable time by mutual written agreement between the Town and the Union.

ARTICLE 9 **Personnel Records**

9.1 Personnel files are confidential files and its contents must be kept confidential at all times, subject to the provisions of the Town's Personnel Records Policy. There shall be only one official personnel file for each employee. Said personnel file shall remain in the custody of the Director of Human Resources or his/her designee at all times. The employee may show his/her file to anyone upon written authorization to the Director of Human Resources or his/her designee. The employee will be notified within 10 days of when any material has been placed in his/her personnel file pertaining to his/her job performance that may result in disciplinary action. The employee shall be given the opportunity to respond in writing to such material and such response shall be filed in his/her personnel file.

9.2 Every employee is entitled to review and reproduce his/her own personnel file twice per calendar year; provided, however, that the notification and review caused by the placing of negative information in the personnel file set forth in Section 13.1 above shall not be deemed to be one of the two annually permitted reviews. The Town may grant reasonable additional requests by an employee to review their personnel file beyond the two annually permitted reviews. Requests to review personnel files must be in writing and shall be handled pursuant to the Town's Personnel Records Policy.

9.3 At any reasonable time, an employee may request and receive information as to the number of sick and vacation days he/she has used and the number of sick and vacation days he/she has to his/her credit.

ARTICLE 10 **Health Insurance**

Section 10.01: The town will continue to offer group life and accidental death and dismemberment insurance, as well as group medical and dental coverage for all employees in the bargaining unit who are eligible for such coverage. The provision of these benefits is subject to coalition bargaining between the town and employee representatives.

ARTICLE 11 **Work Hours**

Section 11.1: The work hours for the employees covered by this bargaining unit shall be established by individual employees' Department Head and/or Appointing Authority, and may differ from employee to employee and from week to week depending upon the needs of the department and the Town.

Section 11.2: The work week for bargaining unit members shall be 37.5 hours in a consecutive seven (7) day period, starting Sunday and ending Saturday.

Section 11.3: The maximum number of hours that a bargaining unit member may work in a single day (24 hour period, starting 12:00 AM and ending 11:59 PM) is 7.5 hours, unless authorized by the member's Department/Division Head.

Section 11.4: For required and authorized hours worked in excess of 37.5 hours up to and including 40 hours in a single work week, bargaining unit members shall be paid at straight time or allowed compensatory time at the employees option at the rate of one hour of compensatory time for one hour worked.

Section 11.5: For required and authorized hours worked in excess of 40 hours in a single work week, bargaining unit members shall be paid overtime at the rate of one and a half hours' time for one hour worked or allowed compensatory time at the employee's option at the rate of one and a half hours of compensatory time for one hour worked.

a. Employees covered by this agreement member must schedule compensatory time off in advance with his/her supervisor. Compensatory time must be taken or paid for within ninety (90) days of the date it is earned. An employee must use compensatory time prior to using any vacation time.

b. Employees may accumulate thirty-seven and a half (37.5) hours of earned compensatory time in any fiscal year. When an employee reaches thirty-seven and a half (37.5) hours of compensatory time, all additional overtime will be paid out at straight time up to forty (40) hours and then time and a half over forty (40) hours.

c. Any compensatory time not take by June 30 of any fiscal year, will be paid in the first pay period in July of each fiscal year.

d. Upon promotion or transfer to another department or position, compensatory time will be paid out at the member's current rate of pay prior to the promotion or transfer on or before the next regular payday following the date of transfer.

e. Upon termination (including resignation and retirement) of an employee covered by this agreement, compensatory time will be paid at the member's current rate of pay at the time of termination by the department on or before the next regular payday following the date termination.

Section 11.6: Holiday, sick, vacation and personal leave hours are not considered hours worked.

Section 11.7: The Union shall be provided a written copy of each department's procedures regarding obtaining prior authorization and emergency situations. Failure to obtain authorization to work hours in excess of 37.5 hours in a single work week may be grounds for discipline.

Section 11.8: Call Back Pay

Any employee called back to work after having completed his/her assigned work and left his/her place of employment, and before his/her next regularly scheduled starting time, shall be guaranteed a minimum of four (4) hours of straight time. All hours in excess of 40 hours will be paid at time and one half.

ARTICLE 12
No Smoking

Section 12.01: Employees covered by this Agreement shall comply with the Town's Policy on Smoking in the Workplace dated January 1, 2005. Conduct in violation of this Article may be grounds for discipline.

ARTICLE 13
Vacancies

Section 13.1: Vacancies and/or newly created positions in the bargaining unit will be posted on department bulletin boards, for a period of five (5) working days.

Section 13.1a: The town will notify the union president or his/her designee, by email, of a bargaining unit vacancy within 7 days of former employee's last day on payroll.

Section 13.2: Employees of the bargaining unit having the qualifications to fill a posted position and desiring to be considered shall apply in the manner provided in the job posting.

Section 13.3: Employees of the bargaining unit will be considered before an individual from outside is appointed to fill a vacancy, but the town reserves the right to hire applicants not covered under the Agreement.

Section 13.4: Any employee, who applied for a position which was posted, and not selected, shall be given denial in writing if he/she so requests.

Section 13.5: For those existing bargaining unit members receiving the position, the first six (6) months of continuous employment after the hiring date for the vacant position shall be considered a probationary period in accordance with Article 8 of this Agreement.

Section 13.6: Upon promotion, an employee shall be placed at a step within their new grade which is equivalent to the base rate in their current position without resulting in a decrease in base pay. The date of said promotion shall become the employee's annual step date.

ARTICLE 14
Reduction in Force

14.1: Employees shall have seniority rights in their specific classification according to date of hire in that classification. Where there are Departments served by a single unit member within his/her classification, longevity and seniority rights will apply. In the event that there are classifications served by a single unit member, seniority will be determined by longevity.

14.2: In the event of a reduction in force termination or a reduction of hours, part time employees in a particular classification shall be terminated or reduced before any full time employees in the same classification.

14.3: In the event of a reduction in force termination, affected employees shall be entitled to be compensated for all compensatory time and all vacation days to which they are entitled as of the layoff date.

14.4: An employee who is terminated due to a reduction-in-force and subsequently is rehired by the Town within a period of two (2) years shall be credited at that time for his/her prior continuous service for the purpose of longevity and vacation eligibility only. Should prior continuous service have been worked on a part-time basis, credit shall be given provided the average hours were equal to or greater than twenty (20) hours per week over the work period. Said credit for such part-time continuous service shall be computed on a pro-rata basis, however.

14.5: Prior service with the Town shall be construed to mean any provisional or regular employment, full-time or part-time (minimum of 20 hours), with any department under the jurisdiction of the Town of Framingham. Seasonal employment will not be recognized as prior service.

ARTICLE 15 **Grievance Procedure**

Section 15.1:

A. "Grievance" is hereby defined to mean a dispute involving the meaning, interpretation, violation or application of this Agreement.

B. Employees shall not be disciplined or discharged except for just cause. No notice of reprimand shall be placed in an employee's file unless first shown to the employee. An employee shall have the right to inspect his or her personnel file. An employee shall also have the right upon request to have a union representative present at any meeting in which disciplinary action is taken.

Section 15.2: Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and to the Union shall permit the aggrieved party or parties to proceed to the next step. A working day shall be Monday through Friday, excluding holidays.

Section 15.3: Failure at any step of this procedure to appeal the decision to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

Section 15.4: No reprisal of any kind shall be taken by any party of this Agreement against any party in interest, any witness, any members of the Union or any other participant in the grievance procedure by reasons of participation.

Section 15.5:

Procedure:

Step 1: The grievance shall be presented by the Union in written form to the employee's Division Head within ten (10) working days after the occurrence of the matter which gave rise to the grievance. The Division Head shall hold a meeting on the grievance with the employee and the representative(s) of the Union within ten (10) working days of receipt of the written grievance. The Direct Supervisor shall give his/her answer in writing within ten (10) working days of the date of the meeting.

Step 2: If the reply does not resolve the grievance, or the Division Head fails to reply, the Union within ten (10) working days may refer it in writing to the Town Manager or designee. The Town Manager and/or its authorized representative, the employee and the representative(s) of the Union will meet within ten (10) working days after receipt of the written grievance for further discussion thereof in an attempt to dispose of such grievance. The response of the Town Manager shall be due in writing within ten (10) working days of the date of the meeting.

Step 3: If the reply does not resolve the grievance, or the Town Manager/designee fails to reply, the Union may submit the grievance to arbitration in accordance with the voluntary rules of the American Arbitration Association. A written demand for arbitration must be received by the Town within thirty (30) calendar days of receipt of Step 2 answer or when Step 2 answer was due, whichever is first. The decision of the arbitrator on all questions of fact shall be final and binding on both parties. The arbitrator shall not have the power to amend, add to, or alter the provision of the agreement but shall, within a reasonable time of his appointment, render a decision based on the evidence submitted by the parties, which decision shall be consistent with the provisions of this Agreement.

Section 15.6: No employee shall have the right to require arbitration, that right being reserved to the Union and the employer.

Section 15.7: Each party shall bear the expense of preparing and presenting its own case. The cost of the arbitrator and incidental expenses mutually agreed to in advance shall be shared equally between the two parties.

Section 15.8: Any of the time limits set forth herein may be extended by mutual written agreement of the parties. Time limits applicable to Steps 1 and 2 of the grievance procedure may be extended by agreement of the person from the Town responsible for responding to that particular grievance step, and by the Union Steward. Time limits applicable to Step 3 of the grievance procedure may be extended by agreement of the Town Manager and the Union's regional representative or counsel.

ARTICLE 16
Performance Evaluation

Section 16.1: Performance evaluations of employees shall be in accordance with the Town's Policy on Performance Review.

Section 16.2: If an employee covered by this agreement obtains a certification or license that was recommended during the prior year's performance review, the employee may be eligible for an additional step increase if the evaluation is excellent.

Section 16.3 Pay for performance – the town proposes a committee to develop a Pay for performance plan. The committee will consist of three members designated by the bargaining unit and three members designated by the town manager. This committee will develop the evaluation form, evaluation standards and a training/education program to explain how we will implement the program. Committee work will begin upon ratification and present its findings on or before February 1, 2015.

Section 16.4: Any employee who becomes MAA certified will receive a step increase at the time of presenting certificate to supervisor. This step will not impact regular step date.

ARTICLE 17 **Leaves of Absence**

Section 17.1: Bereavement Leaves:

In the event of a death in an employee's immediate family, he/she shall be eligible for up to five (5) days leave with pay. Additional days without loss of pay, if needed, may be granted at the discretion of the Town Manager. Immediate family shall be defined as the employee's spouse, children, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents or legal guardian.

Eligible employee will be granted a period of one (1) work days' absence, if necessary, without loss of pay each time there is a death of the employee's aunt or uncle

When there is a death in the family other than those listed above, bereavement leave may be granted at the discretion of the Department Head with the approval of the Town Manager. For all death related absences other than those listed above or otherwise approved by the Town Manager, the employee is required to use personal or vacation time or not be paid for the day(s).

The employee must notify his/her supervisor of the death and request bereavement leave, and provide the supervisor with a copy of the death notice if requested do so.

Section 17.2: Jury Duty:

Employees will be compensated the difference between their regular week's pay and the amount of the court pay voucher as applicable by law. This compensation does not take into consideration travel and other allowances paid by the court. Employees must submit documentation as provided by the court of demand for jury duty and completion of such.

Employees subpoenaed to appear in court on Town related business are compensated at their regular week's pay

Section 17.3: Maternity leave:

Consistent with current practice, the Town will provide maternity leave in accordance with Massachusetts General Laws, Chapter 149, Section 105D and the Town's published Policy on Maternity Leave. Maternity Leave will run concurrently with the Town of Framingham Family Medical Leave as outlined in policy.

Section 17.4: Military Leave:

Consistent with current practice, the Town will provide military leave in accordance with Massachusetts General Laws, Chapter 149, Section 52A and the Town's published Policy on Military Leave.

Section 17.5: Family Medical Leave:

Consistent with current practice, the Town will provide family medical leave in accordance with Family Medical Leave Act and the Town's published Family Medical Leave Policy.

Section 17.6: Small Necessities Leave:

Consistent with current practice, the Town will provide leave in accordance with Small Necessities Leave Act and the Town's published Small Necessities Leave Policy.

Section 17.7: Unpaid Leave:

Unpaid leave is available to eligible employees covered by this Agreement pursuant to the Town's Policy on Unpaid Leave of Absence.

ARTICLE 18
Holiday

Section 18.01: The following holidays shall be recognized by the Town on the day on which they are **legally observed by the Commonwealth of Massachusetts. On said days, all employees covered by this Agreement shall be excused from all regularly scheduled duty without loss of pay, except in cases where the Town Manager or Department Head determines that the employee's service is required to maintain essential services:**

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
	Christmas day

Section 18.2: When any of the above holidays fall on Sunday that holiday will be recognized an observed on Monday following that Sunday. When one (1) of these days falls on Saturday, the preceding Friday will be observed as the holiday by the Town Departments.

Section 18.3: When one (1) of the above holidays fall during an employee's vacation leave, the holiday shall be counted as a paid holiday in accordance with Section 15.1, and will not count against the employee's vacation leave.

Section 18.4: Non-exempt employees required by their Department Head or the Town Manager to work on a recognized holiday shall be paid at time and one-half their regular rate of pay for the hours worked on the holiday in addition to payment for the regularly scheduled hours for that holiday. Exempt employees may elect to earn compensatory leave at the rate of time and a half for all hours worked on a recognized holiday, in addition to pay for the regularly scheduled hours for that holiday.

Section 18.5: In addition to the days listed in Section 18.1 above, all employees covered by this Agreement shall have one (1) floating holiday that may be used during the anniversary year and cannot be carried over into the next anniversary year.

Section 18.5 a: Members of the bargaining unit may receive the Friday after Thanksgiving Day off only if Framingham Town Hall is closed and the closure is recommended by the Town Manager and approved by a vote of the Selectmen. This action will not be considered a practice, is not precedent setting and is not subject to Article 15 Grievance Procedure. Closing for the day after Thanksgiving will be considered on an annual basis. Town Hall may or may not be closed depending on approval by the Town Manager and/or the Selectmen.

Section 18.6: In order to be eligible for holiday pay, a regular employee must have worked the last regularly scheduled workday before and the first regularly scheduled workday following the holiday unless the absence is excused and approved by the Department Head or Town Manager. A Department Head may request a doctor's note as documentation for any sick calls that fall on the last regularly scheduled workday before or the first regularly scheduled workday following a holiday. If the absence is not excused, the employee will not be entitled to be paid for either the day absent or the holiday. Employees in a no-pay status will not receive holiday pay.

Section 18.7: Part-time employees covered by this Agreement and working the schedule of twenty (20) hours per week but less than the established weekly hours shall be eligible for holiday pay in proportion to the relationship of the individual's annual scheduled hours to that of the established annual hours if the holiday falls on a day of their regular work schedule.

ARTICLE 19 **Longevity**

19.1 Longevity pay shall be paid to any permanent employee in accordance with the following schedule:

10 years of service	\$200.00
15 years of service	\$250.00
20 years of service	\$300.00
25 years of service	\$350.00
30 years of service	\$400.00
35 years of service	\$450.00

Longevity pay shall be due and payable within thirty (30) days after the employee's anniversary date after completion of the applicable years of service. Service with the School Department will not be counted towards calculating longevity when an employee transfers from the School Department to a Town Department.

Section 19.2: The continuous service of an employee for purposes of calculating longevity shall not be deemed broken by service in the armed forces of the United States.

Section 19.3: The continuous service of an employee for purposes of calculating longevity shall not be deemed broken if an employee is on leave due to injuries received on the job in the service of the Town which are compensable under the Worker's Compensation Act (M.G. L. c. 152).

ARTICLE 20
Sick Leave

Section 20.1: Sick leave shall accrue to full-time permanent employees at the rate of one and one-quarter (1¼) days per month. An unlimited number of sick days may be accumulated. All oversight of sick leave will be updated no less than monthly by designated department employee.

Section 20.2: Regular part-time employees shall accrue sick leave on a pro-rated basis, in the ratio that their part-time employment bear to full-time employment. Said sick leave may be accumulated without limit.

Section 20.3: Sick leave shall only be used for personal injury or illness. The use of sick leave for routine appointments or absences is prohibited.

Section 20.4: An employee will not accrue sick leave benefits for any calendar month in which he/she was on leave without pay, absent without pay, or on worker's compensation for more than five (5) days.

Section 20.5: In the event an illness extends beyond three (3) consecutive workdays, a doctor's certificate shall be required as to nature of illness, the condition of the employee, and the ability of the employee to resume work. When the Town Manager or Department Head has reason to believe that an employee is abusing sick leave, she/he shall require the employee to provide verification of illness from a physician. Any employee who does not provide such documentation, when requested, within five (5) working days, shall be denied payment for the absent days in question and may be subject to disciplinary action. In cases where the Town Manager or Department Head has reason to believe that there is a pattern of sick leave abuse, she/he also may require the submission of a doctor's certificate for future illnesses in that fiscal year.

Section 20.6: Up to four (4) days sick leave may be used per fiscal year for the care of the employee's spouse, children, parents, and members of the employee's immediate household due to serious illness. A Department Head may require a physician's statement attesting to the illness of the member of the household and the need for the employee's absence to care for the family member.

Section 20.7: An employee who uses no sick leave in his/her anniversary year (based upon date of hire) shall accrue five (5) extra sick leave days for that year or twenty (20) sick leave days for that anniversary year.

Section 20.8: Accrued personal sick leave may be used to supplement Workers' Compensation benefits.

Section 20.9: Sick leave may be available from The Framingham Administrators and Professional Sick Bank Policy as set forth in Article 22.

Section 20.10: If the employee is to be absent from work due to sickness or injury, he/she shall notify his/her Department Head no less than 30 minutes prior to the start of that employee's workday unless otherwise directed by the Department Head. Failure to notify the Department Head shall be grounds for the denial of sick leave and the absence shall become unexcused absence. In this case, the non-work day will become an unpaid day and the employee may be subject to disciplinary action.

Section 20.11: An employee who exhausts their sick leave and is not eligible for or denied use of the Framingham Administrators and Professional Sick Bank shall be docked personal and/or vacation time

by the number hours that exceeded the available sick time. This action shall be automatic. If there is no vacation or personal time accrued, the days will be unpaid.

Section 20.12: In order to ensure fitness to perform the essential functions of their positions, employees may be required to submit medical verification of their current ability to perform their essential job functions upon return to work following use of sick leave in the discretion of the Town Manager or the employee's Department Head.

Section 20.13: Sick time use will be tracked by Department Heads and will be kept on file in the Human Resources Department and incorporated into the payroll process.

ARTICLE 21 **Sick Leave Buyback**

Section 21.1: Upon ordinary retirement or death, the Town will buy back from a bargaining unit employee or his/her heirs, any unused accumulated sick leave, in accordance with the formula:

Days of unused, accumulated sick leave beyond 100 and up to a maximum of 200 days shall be subject to buy-back at the rate of one for every five days remaining, with one day defined as a normal work day at the employees prevailing rate of base pay, and a maximum payment of \$3,000.

Section 21.2: Notwithstanding the limits set out above, an employee who takes ordinary retirement, after giving the Town at least four 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 20 days of unused, accumulated sick leave, using the same formula as is set forth above. In such a case, the maximum value of such buyback shall be \$6,000.

Article 22 **Sick Leave Bank**

Section 22.1: Each unit member shall annually contribute one (1) of his/her accumulated sick days to a sick leave bank. Said contribution will occur on July 1st [CB1].

Section 22.2: The Town shall make a one-time start-up contribution of fifty (50) days upon execution of this agreement which shall be transferred from the non-bargaining personnel Sick Leave Bank.

Section 22.3: Employees shall not be obligated to contribute if on any July 1st the Sick Leave Bank has a balance of more than two hundred (200) days.

Section 22.4: Withdrawals from the bank shall be approved by a majority vote of a Sick Leave Bank Committee consisting of three (3) persons designated by the Union and three (3) persons designated by the Town Manager. In the event of a split decision, the Town Manager shall be considered an ex-officio member of the Sick Leave Bank Committee, and as such, shall render a final determination concerning a request to withdraw days from the Sick Leave Bank.

Section 22.5: Withdrawals may be made for no more than twenty (20) day increments.

Section 22.6: In order to be eligible to draw from the sick leave bank, the employee must:

- a) Have been employed by the Town for at least one (1) year;
- b) Be absent because of a personal illness or injury anticipated to last more than eight (8) weeks;
- c) Completed a Town-supplied Sick Leave Bank request form;
- d) Verify said illness or injury and the expected length of the absence in accordance with the provisions outlined in Article 17, and to the extent requested by the Sick Leave Bank Committee;
- e.) Have exhausted their accumulated sick leave, or expect to exhaust their sick leave during the anticipated absence;

Section 22.7: Decisions made by the Sick Leave Bank Committee shall be final and binding and not subject to reversal by the Town, appeals or grievance/arbitration.

Article 23 **Vacation Leave**

Section 23.1: All employees covered by this Agreement are eligible to vacation leave benefits as stated in the following schedule:

Completion of Continuous Service Annual Vacation Leave

Less than Five Years: Two weeks
More than Five Years-Less than Ten: Three weeks
More than Ten Years-Less than Twenty: Four Weeks
Twenty Years and beyond: Five Weeks

One-twelfth of an employee's annual vacation leave will be credited to an employees' bank, proportionate with the above listed schedule, on a monthly basis.

Section 23: 2 Regular part time employees working a regularly scheduled work week of 20 twenty hours or more but less than 37.5 hours shall be entitled to vacation leave in the same proportion that their scheduled hours bear to the regular schedule hours of full-time employees. Vacation leave may only be borrowed within four weeks of the accrual/anniversary date of employment.

Section 23.3: All vacation requests are subject to the approval of the Department Head and shall be subject to departmental guidelines regarding staffing levels, peak work periods and vacation approval. Requests for Vacation Leave must be made in writing via use of the Town of Framingham Time Usage Request Form.

Section 23.4: Employees will be eligible to accrue vacation leave upon completion of their first month of employment although no vacation time will be available for use prior to an employee completing six months of service. New employees will be allowed to use up to one week of accrued vacation time after six months of employment. If an employee leaves the service of the Town before completing one full year of service, that vacation time taken, prior to the completion of one year, must be "repaid" to the Town. Only those who continue employment with the Town beyond one year of continuous service are considered to have earned their full vacation leave entitlement.

Section 23.5: Vacation time will be allocated through the Payroll Department monthly, at the end of each month. Accrual rates will be updated, as appropriate on each corresponding anniversary date in accordance with the schedule listed above (5 years, 10 years, 20 years). This is time earned for completion of the prior year of service (ie: an employee must complete five years of service in order to be eligible for 15 vacation days).

Section 23.6: Vacation time, used and available balance will be indicated on each individual's pay stub and will be tracked in hours, not days. Vacation time may not be taken in increments less than two hours at one time.

Section 23.7: An employee may, with the written consent of the Town Manager, accrue vacation amounts beyond those stated in this policy. Employees must use their annual entitlement of vacation leave before their next anniversary date. Vacation leave may be carried over annually with the written approval from the Town Manager or his designee. Documentation of such approval is mandatory in order for an employee to be credited with carry over vacation leave. Vacation leave, which has been carried over, must be used within 90 days of the anniversary date of employment unless authorized by the Town Manager. Vacation leave may only be borrowed within four weeks of the accrual/anniversary date of employment.

Section 23.8: Employees who are have left the Town of Framingham, in good standing, and are rehired within a period of two years, shall be credited with his/her prior service for the purpose of calculating continuous service for vacation accrual for the vacation benefit levels set forth in Section 23.1.

Section 23.9: Vacation benefits do not accrue while an employee is in unpaid status.

Section 23.10: Vacation benefits do not accrue for employees out on Worker's Compensation for more than one continuous month (unless otherwise entitled by law).

Section 23.11: Use of excess vacation time will result in a no-pay status for the number of hours used beyond available vacation time.

ARTICLE 24 **Non-Discrimination**

Section 24.1: The Town and the Union agree that, consistent with their present policy and practice, they shall not discriminate against any member on the basis of race, creed, color, national origin, sex, sexual preference, age, physical handicap, religious belief, union activity, participation in or association with the activities of any employee organization, or any other basis protected by law.

ARTICLE 25 **Education**

Section 25.1: Bargaining unit members shall be eligible for tuition reimbursement pursuant to the Town's Educational Tuition Reimbursement Policy. The Town will reimburse the following amounts for job related courses and subject to annual appropriation:

BA/BS:	Reimburse up to \$900
Masters:	Reimburse up to \$1,100

ARTICLE 26
**Certifications, Licenses, Professional Affiliations
& Professional Development**

Section 26.1: The Town agrees to reimburse employees who for the reasonable costs of obtaining and maintaining certificates or licenses that are beyond those required by statute, job and employment qualifications or requirements, or any combination thereof, for an employee's position but that are reasonably related to the employee's position and job duties and provide a benefit to the Town, as determined by the Town Manager/Designee in their sole discretion. It is expressly understood that employees shall address requests for reimbursement in writing, on a form provided by the Town, to the Town Manager/Designee (including information about fees, tuition, and related expenses as determined to be appropriate and necessary in the sole discretion of the Town Manager/Designee) for approval before incurring any expenses toward such certificate or license. Further, it is expressly understood that employees shall provide their Division Head with copies of said certifications or licenses and the approved request for reimbursement to be eligible to receive reimbursement from the Town. If the employee fails to renew or to maintain a current license or certificate for which the Town had previously reimbursed the employee, the Town shall not reimburse the employee for any costs to re-obtain the license or certificate.

Section 26.2: The Town shall pay for membership fees for state and national professional associations reasonably related to the employee's position and job duties, not to exceed three-hundred dollars (\$300.00) per unit member per year. To be eligible to receive payment for such membership fees, unit members must submit a written request, on a form provided by the Town, to the Town Manager/Designee for approval prior to the employee incurring any fees.

Section 26.3: The Town will provide appropriate training for any technological changes that have a significant and adverse impact on the bargaining unit members. Any such training shall be at no cost to the bargaining unit member.

ARTICLE 27
Labor/Management Committee

Section 27.1: In recognition that this is a new bargaining unit, the unit shall designate a standing committee consisting of the Union representative and the employee chairperson of the Union, which committee may, upon request of the bargaining unit or the Town, periodically meet with the HR Director and other representatives of management, as may be appropriate based on the particular issue, to discuss matters of concern to the bargaining unit or the Town.

Section 27.2: The party requesting the meeting shall submit to the other party, at the time of the request, an agenda of matters to be discussed. The meeting shall be held within a reasonable time at a mutually convenient date and location for both the Town and the Unions.

Section 27.3: There shall be no deduction in pay for committee members while in attendance at such scheduled meetings. The Department Head shall notify all affected supervisors of such scheduled meetings. Failure to do so shall in no way affect the pay of said members or their right to attend such meetings.

ARTICLE 28
Wages

Section 28.1: The Wage Schedule for the unit is attached to this Agreement as Exhibit A.

Section 28.2: Wage adjustments:

- Effective July 1, 2014 – add \$50, prior to the 2% COLA adjustment, to annual salary at step 10 for each grade
- Effective July 1, 2015 - add 1%
- Effective July 1, 2016 - add 1%

ARTICLE 29
Protective Clothing & Gear

Section 29.1: The Town shall provide necessary protective clothing, footwear and equipment, as determined by the Town, to employees whose responsibilities require field visits and/or emergency response, at no cost to the employee.

Section 29.2 Requests for protective clothing and equipment shall be made in writing to the Department Head for approval.

ARTICLE 30
Job Classification

Section 30.1: The Employee shall receive a copy of their job description each year no later than July 1st or in conjunction with the start of the employee review process, whichever is first.

Section 30.2: Working in Higher Classification:

Where an employee is requested to perform the work of a position classified at a higher level in the absence of an incumbent, on a temporary basis, he/she is to be considered “acting” in that higher position. While an employee has temporarily assumed the duties of the higher ranked position for more than fifteen (15) consecutive days and a Human Resource Action Form has been submitted and approved by the appropriate parties, the “acting” employee will be paid at a higher rate during this period retroactive to day one in the post. When the position is filled, the employee shall be returned to his/her regular rate of pay.

Section 30.3: **Reclassification of Assessing Positions:**

- a. Data Collectors will be reclassified as Field Assessors and be graded as PR 3
- b. Create a new Senior Field Assessor position graded PR 4
- c. Additional clarifying duties for Field Assessors: Responsible for conducting residential inspections, including new construction, alterations and additions, sale verifications, cyclical inspections, etc.

1. Conducts inspections related to abatement requests. On all inspections, responsible for verifying property and structure dimensions, characteristics, and features.
2. Assist, as required, in office to assist customers with questions, clarifications, and understanding of processes and procedures.
3. May assist with income and expense summary data entry as required.

ARTICLE 31

Sub-Contracting/Regionalization

Section 31.1: The Town shall, upon discussions and/or planning for the subcontracting and/or regionalization of any of the bargaining unit's work, notify the Union in writing.

Section 31.2: Upon written request by the Union the parties shall meet within a reasonable time of the request to discuss alternatives and/options to sub-contracting/regionalization of the unit's work.

Section 31.3: These alternatives/options shall be forward, in writing, to the Town Manager for consideration.

ARTICLE 32

Bi-Weekly Pay

Section 32.1: The Union and all employees covered by this Agreement agree to transition to bi-weekly pay upon agreement by all of the bargaining units (non-school) in the Town. Employees will be kept whole during the transitional period.

ARTICLE 33

Customer Service and Ethics Policies

Section 33.1: The Union and all employees covered by this Agreement agree to comply with the Town's Personnel Policy on Employee Professional Conduct, and the Board of Selectmen's policies on Customer Service and Ethical Conduct. Conduct in violation of this Article may be grounds for discipline.

ARTICLE 34

Severability and Waiver Provisions

Section 34.1: Should any provision of this Agreement contain a conflict with a municipal personnel ordinance, By-Law, rule or regulation or any statute as defined in General Laws, Chapter 150E, Section 7, the terms of this Agreement shall prevail.

Section 34.2 The Union and the Town agree that each had a right to bargain for any provision that they wished in this 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 the contract and that the present contract constitutes the complete agreement on all matters and that if other proposals have been made, they have been withdrawn in consideration of this Agreement.

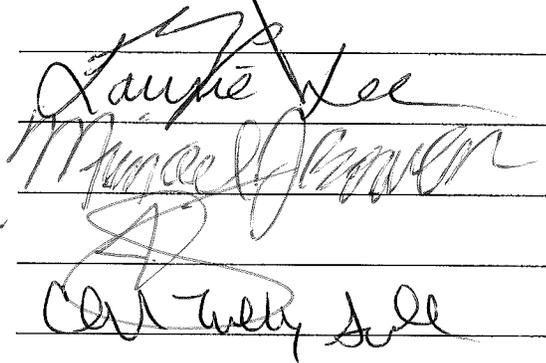
ARTICLE 35
Duration

Section 35.1: The provisions of this Agreement will be effective upon execution. This Agreement shall remain in force and effective through June 30, 2017 or until such time thereafter as a new agreement is voluntarily negotiated between the parties. This agreement shall be automatically renewed for a period of one (1) year unless by January 1, 2017 either party notifies the other in writing of its desire to terminate, amend or modify any part of this Agreement.

Agreed to this _____ day of _____, 2015.

FOR THE TOWN OF FRAMINGHAM AS
PROFESSIONAL
DULY AUTHORIZED BY THE BOARD OF
SELECTMEN:

FOR THE FRAMINGHAM
UNION, SEIU, LOCAL 888
BY:





Kebull Makung
SECRETARY-TREASURER

APPROVED AS TO LEGAL FORM:

Christopher J. Petrini, Town Counsel

EFFECTIVE DATE	GROUP BU	GRADE OR PAYBAND	DESCRIPTION	STEP		DAILY RATE	PERIOD SALARY	ANNUAL SALARY
				LEVEL	HOURLY RATE			
07/01/2014	PROF	PR1	SEIU PROF ADMIN	1	21.4229	160.672	803.36	41774.72
07/01/2014	PROF	PR1	SEIU PROF ADMIN	2	21.852	163.89	819.45	42611.4
07/01/2014	PROF	PR1	SEIU PROF ADMIN	3	22.288	167.16	835.8	43461.6
07/01/2014	PROF	PR1	SEIU PROF ADMIN	4	22.7365	170.524	852.62	44336.24
07/01/2014	PROF	PR1	SEIU PROF ADMIN	5	23.1913	173.934	869.67	45222.84
07/01/2014	PROF	PR1	SEIU PROF ADMIN	6	23.6524	177.394	886.97	46122.44
07/01/2014	PROF	PR1	SEIU PROF ADMIN	7	24.1254	180.94	904.7	47044.4
07/01/2014	PROF	PR1	SEIU PROF ADMIN	8	24.6057	184.542	922.71	47980.92
07/01/2014	PROF	PR1	SEIU PROF ADMIN	9	25.0981	188.236	941.18	48941.36
07/01/2014	PROF	PR1	SEIU PROF ADMIN	10	25.6266	192.2	961	49972
07/01/2014	PROF	PR2	SEIU PROF ADMIN	1	23.5633	176.724	883.62	45948.24
07/01/2014	PROF	PR2	SEIU PROF ADMIN	2	24.0372	180.28	901.4	46872.8
07/01/2014	PROF	PR2	SEIU PROF ADMIN	3	24.5175	183.882	919.41	47809.32
07/01/2014	PROF	PR2	SEIU PROF ADMIN	4	25.0099	187.574	937.87	48769.24
07/01/2014	PROF	PR2	SEIU PROF ADMIN	5	25.5093	191.32	956.6	49743.2
07/01/2014	PROF	PR2	SEIU PROF ADMIN	6	26.0204	195.154	975.77	50740.04
07/01/2014	PROF	PR2	SEIU PROF ADMIN	7	26.5387	199.04	995.2	51750.4
07/01/2014	PROF	PR2	SEIU PROF ADMIN	8	27.069	203.018	1015.09	52784.68
07/01/2014	PROF	PR2	SEIU PROF ADMIN	9	27.6122	207.092	1035.46	53843.92
07/01/2014	PROF	PR2	SEIU PROF ADMIN	10	28.1879	211.41	1057.05	54966.6
07/01/2014	PROF	PR3	SEIU PROF ADMIN	1	25.9263	194.448	972.24	50556.48
07/01/2014	PROF	PR3	SEIU PROF ADMIN	2	26.4435	198.326	991.63	51564.76
07/01/2014	PROF	PR3	SEIU PROF ADMIN	3	26.9739	202.304	1011.52	52599.04
07/01/2014	PROF	PR3	SEIU PROF ADMIN	4	27.5112	206.334	1031.67	53646.84
07/01/2014	PROF	PR3	SEIU PROF ADMIN	5	28.0607	210.456	1052.28	54718.56
07/01/2014	PROF	PR3	SEIU PROF ADMIN	6	28.6226	214.67	1073.35	55814.2
07/01/2014	PROF	PR3	SEIU PROF ADMIN	7	29.1972	218.98	1094.9	56934.8

EFFECTIVE DATE	GROUP BU	GRADE OR PAYBAND	DESCRIPTION	STEP		HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
				LEVEL	STEP				
07/01/2014	PROF	PR3	SEIU PROF ADMIN	8		29.7785	223.338	1116.69	58067.88
07/01/2014	PROF	PR3	SEIU PROF ADMIN	9		30.372	227.79	1138.95	59225.4
07/01/2014	PROF	PR3	SEIU PROF ADMIN	10		31.0047	232.536	1162.68	60459.36
07/01/2014	PROF	PR4	SEIU PROF ADMIN	1		28.5025	213.768	1068.84	55579.68
07/01/2014	PROF	PR4	SEIU PROF ADMIN	2		29.071	218.032	1090.16	56688.32
07/01/2014	PROF	PR4	SEIU PROF ADMIN	3		29.6525	222.394	1111.97	57822.44
07/01/2014	PROF	PR4	SEIU PROF ADMIN	4		30.2458	226.844	1134.22	58979.44
07/01/2014	PROF	PR4	SEIU PROF ADMIN	5		30.8523	231.392	1156.96	60161.92
07/01/2014	PROF	PR4	SEIU PROF ADMIN	6		31.4711	236.034	1180.17	61368.84
07/01/2014	PROF	PR4	SEIU PROF ADMIN	7		32.1027	240.77	1203.85	62600.2
07/01/2014	PROF	PR4	SEIU PROF ADMIN	8		32.7469	245.602	1228.01	63856.52
07/01/2014	PROF	PR4	SEIU PROF ADMIN	9		33.4035	250.526	1252.63	65136.76
07/01/2014	PROF	PR4	SEIU PROF ADMIN	10		34.099	255.742	1278.71	66492.92
07/01/2014	PROF	PR5	SEIU PROF ADMIN	1		31.3696	235.2727	1176.36	61170.91
07/01/2014	PROF	PR5	SEIU PROF ADMIN	2		31.9952	239.9635	1199.82	62390.51
07/01/2014	PROF	PR5	SEIU PROF ADMIN	3		32.6328	244.7462	1223.73	63634.02
07/01/2014	PROF	PR5	SEIU PROF ADMIN	4		33.2835	249.6255	1248.13	64902.63
07/01/2014	PROF	PR5	SEIU PROF ADMIN	5		33.9469	254.6014	1273.01	66196.37
07/01/2014	PROF	PR5	SEIU PROF ADMIN	6		34.6288	259.7152	1298.58	67525.94
07/01/2014	PROF	PR5	SEIU PROF ADMIN	7		35.3235	264.9256	1324.63	68880.65
07/01/2014	PROF	PR5	SEIU PROF ADMIN	8		36.0309	270.2326	1351.16	70260.47
07/01/2014	PROF	PR5	SEIU PROF ADMIN	9		36.7509	275.6315	1378.16	71664.2
07/01/2014	PROF	PR5	SEIU PROF ADMIN	10		37.5099	281.3232	1406.62	73144.03