

**Memorandum of Agreement
Between
Town of Framingham and The Framingham Police Superior Officers
Association**

This Memorandum of Agreement ("Agreement") is made this 14th day of, October, 2008 between the Town of Framingham ("Town") and The Framingham Police Superior Officers Association ("Superior Officers" or "Association") ("the parties"). The parties agree that the terms of this Agreement shall become effective at such time and in such manner as required by federal and state law and the Town's by-laws.

Except as expressly provided below, the parties agree that the terms and provisions of their collective bargaining agreement effective July 1, 2004 through June 30, 2007 shall be extended without modification for the period commencing on July 1, 2007 and ending June 30, 2009.

1. Delete all references to "Local 475, International Brotherhood of Police Officers, Superior Officers" and replace with "The Framingham Police Superior Officers Association."
2. Delete all references to "Union" and replace with "Association."
3. ARTICLE III: Management Rights

Section (b): Add as second sentence of Section (b): "Such means or methods shall include the right to implement technology and to direct how and when the technology is to be utilized."

Section (b): Add as last sentence of Section (b): "The Town shall have the right to increase staffing within the bargaining unit."

4. ARTICLE VII: Vacations

Section 6: Revise Section 6 to read as follows:

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

5. ARTICLE VIII: Holidays

Section 4: Revise Section 4 to read as follows:

"No employees shall be scheduled to work both Christmas and New Year's Day (Christmas Eve and New Year's Eve for the 3:30 P.M. to 12:20 A.M. shift), subject to the provisions set out below. Those employees whose regular schedule provides for both of the above holidays off shall continue to be off. Contract days

may be used for the above-referenced holidays according to the following procedure:

- An Officer who is scheduled to work both holidays shall submit his request for the use of his contract day or vacation week to the Shift Commander during the month of April.
- An Officer who submits an entire week's vacation request and is scheduled to work either one or both holidays during that vacation week shall receive preference in terms of having his/her request for such vacation week granted.
- Contract days will be granted for both Christmas and New Year's Day (Christmas Eve and New Year's Eve for the 3:30 P.M. to 12:20 A.M. shift) only if the granting of said contract day(s) does not create a staffing shortage which creates the need for overtime.
- If a contract day is requested and the granting of such request creates a staffing shortage which creates the need for overtime, the Chief of Police or designee may deny said request, if the overtime shortage created by said request cannot be filled voluntarily by another member within the collective bargaining unit.
- Personal days may be requested for Thanksgiving, Christmas and New Year's Day (Christmas Eve and New Year's Eve for the 3:30 P.M. to 12:20 A.M. shift). If the granting of such request creates a staffing shortage which creates the need for overtime, the Chief of Police or designee may deny said request if the overtime shortage created by said request cannot be filled voluntarily by another member within the collective bargaining unit.
- Officers who work overtime on Thanksgiving, Christmas, New Year's, Christmas Eve or New Year's Eve shall receive the following compensation:
 - 1.) Double time their regular rate of pay, or
 - 2.) Time and one half their regular rate of pay and 8.75 hours (8.75 hours at straight pay) of compensatory time owed."

6. ARTICLE IX: Hours

Section 8: Revise Section 8 to read as follows: "The designated Shift Commander may, with prior authorization of the Chief of Police or his/her designee, be allowed flexibility in his/her work schedule. Such flex time is subject to the requirements for adequate staffing levels and subject to appropriate controls and assignments, as determined by the Chief of Police. Flex time shall not result in any extra cost to the Town, and use can be limited by the Chief of Police. Any time taken by the Shift Commander pursuant to this section must be made up in the same pay period in which the time is taken."

7. ARTICLE X: Wages

See Attached Wage Schedule.

: Add the following language before Section 1:

“Effective January 1, 2008, all current members of the Association shall move to the top pay step for their respective rank. Individuals who are appointed sergeants after January 1, 2008 will start at Step 1 (previously designated as Step 3). Such individuals will move to Step 2 (previously designated as Step 5) on the one year anniversary of their appointment date as sergeant.” Individuals who are appointed lieutenants after January 1, 2008 will start at Step 1 (previously designated as Step 5).

Section 2(C): Revise the last sentence of Section C as follows:

Base pay shall include holiday pay and the stipend referenced in Article XXVII.

Section 5: Add the following language at the end of Section 5: “The Town agrees to allow only the two officers of the Superior Officers Association who previously gave notice and received benefits under this Article to be eligible again to receive said benefits in accordance to the provisions of this section. This shall not establish a practice or set a precedent.”

Section 6: Delete Section 6 and add NEW Article XXXIII (see below):

ARTICLE XIII: Leave With Pay

Section 1: Personal Day Off

Revise Paragraph 1 of Section 1 by deleting “two days” and replacing with “one day” and deleting the last sentence of Paragraph 1. :

Personal Day Off.

Employees covered by this Agreement shall each receive one day off annually of their own choice for personal use without loss of pay, and the employee shall not have to give a reason when requesting the personal days 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.

Delete Paragraph 2 of Section 1 and replace with the following:

“The use of personal days shall be subject to the provisions of Article VIII, Section 4”

9. ARTICLE XIV: Association Activities

Section 1: Delete “three (3) employees” and replace with “two (2) employees.”

10. ARTICLE XV: Clothing Allowance

Easter Sunday:	Rate is double time the daily rate
Mother's Day	Rate is double time the daily rate
Christmas Eve:	Rate is double time the daily rate (starts at 6:00 P.M.)
New Year's Eve:	Rate is double time the daily rate (starts at 6:00 P.M.)

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

MEMBERS OF THE ASSOCIATION shall, at all times, CONTINUE TO be responsible for enforcing all rules, regulations, policies, procedures, and orders of the Chief of Police (or his designees).

Section 3. 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. The 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 4. 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.

In witness whereof, the Town of Framingham and the Framingham Police Superior Officers Association have caused this Agreement to be signed, executed and delivered on the 9th day of October, 2008.

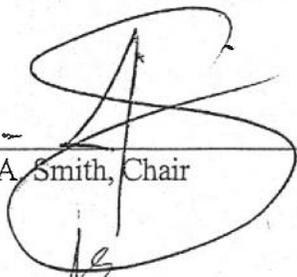
TOWN OF FRAMINGHAM

see attached
sheet

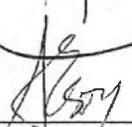
FRAMINGHAM POLICE SUPERIOR
OFFICERS ASSOCIATION

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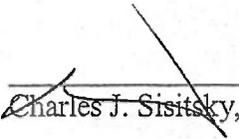
BOARD OF SELECTMEN



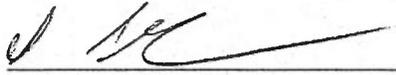
Jason A. Smith, Chair



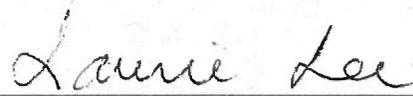
A. Ginger Esty, Vice Chair



~~Charles J. Sisitsky, Clerk~~



Dennis L. Giombetti



Laurie Lee