

**MEMORANDUM OF AGREEMENT BETWEEN
TOWN OF FRAMINGHAM AND
THE FRAMINGHAM POLICE SUPERIOR OFFICERS ASSOCIATION**

The Town of Framingham ("Town") and the Framingham Police Superior Officers Association ("Union") hereby agree to amend the collective bargaining agreement between the Town and the Union as follows:

1. Duration:

ARTICLE XXXI Duration, amend to read as follows (CHANGES IN BOLD):

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.

2. Wage Increase:

ARTICLE X Wages, amend salary schedule as follows:

- a. Effective and retroactive to July 1, 2012, increase all base wages by 1%.
- b. Effective and retroactive to July 1, 2013, increase all base wages by 2%.
- c. Effective July 1, 2014, increase all base wages by 1%.

3. Self-Created Vacancies Prohibition:

ARTICLE IX Hours, add a new Section 10 that reads as follows:

No employee shall take time off and be hired, on overtime, to work the same shift which the employee previously took off.

4. Cap on Compensatory Time:

ARTICLE X Wages, add a new Section 6 that reads as follows:

Effective January 1, 2014, accrued compensatory time shall be limited to no more than 240 hours. The reduction of hours in excess of 240 shall be achieved through a mandatory buyout.

5. Use of Leave on Marathon Day:

ARTICLE VIII Holidays, add a new Section 6 that reads as follows:

Absent approval from the Chief of Police, employees scheduled to work the day shift on Marathon Day may not use compensatory, vacation or personal leave on said day.

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6. Maximum Work Hours / Mandatory Breaks:

ARTICLE IX Hours, add a new Section 11 that reads as follows:

Employees shall not work more than twenty-four (24) consecutive hours without approval from the Chief of Police. A break of seven (7) hours or more must separate work hours.

7. Collection of Agency Fees/Dues Deduction from Paid Details:

Upon execution of this Memorandum of Agreement, the Town agrees to enforce paragraph G of the detail MOU, dated December 7, 1999 between Chief Larrabee and the FPSOA, going forward for all billings administered by the Town.

8. Holiday Article Change:

ARTICLE VII Holidays, amend Section 4 to read as follows (CHANGES IN BOLD):

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 plus 4 hours of compensatory time, 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.

9. Vacation Buyback:

Add a new article, ARTICLE XXXVI Vacation Buyback, which reads as follows:

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 1st. The payment shall be made to the employee in January.

10. Integrated CBA & Language Clean-up:

A committee of three to four people from the Town and the Union will be assigned to prepare an integrated collective bargaining agreement updating all articles in accordance with this and other recent memoranda of agreement, removing terms and conditions that are no longer applicable and incorporating any side letters of agreement into the contract proper. At least one principal officer of the Union shall serve on the committee. The review and revision shall be done within 90 days of the execution of the agreement, following which time the integrated collective bargaining agreement shall be executed by the Town and the Union.

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11. Reduction of Use of Sick Leave for FMLA. The parties agree that effective January 1, 2014, officers shall receive a 1% increase in base wages in consideration of reducing the use of sick leave for FMLA-qualifying leave for purposes other than an employee’s own serious health condition to no more than 30 days per calendar year.

12. Ratification. This agreement is subject to ratification by the Union and the Board of Selectmen, and funding by Town Meeting.

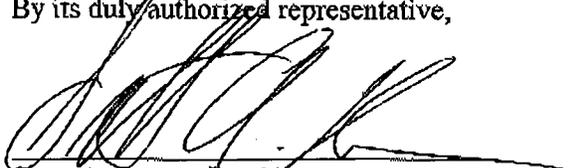
EXECUTED THIS 25th DAY OF FEBRUARY, 2014.

TOWN OF FRAMINGHAM
BOARD OF SELECTMEN,

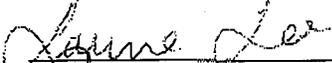
FRAMINGHAM POLICE SUPERIOR
OFFICERS ASSOCIATION,
By its duly authorized representative,



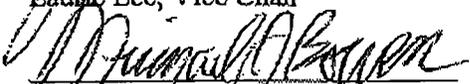
Dennis L. Giombetti, Chair



Scott A. Brown, President

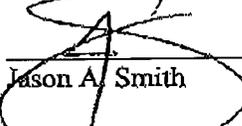


Laune Lee, Vice Chair



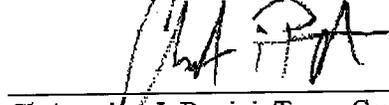
Michael J. Bower, Clerk

Charles J. Sisitsky



Jason A. Smith

APPROVED AS TO LEGAL FORM:



Christopher J. Petrini, Town Counsel