

AGREEMENT

between

TOWN OF FRAMINGHAM

and the

**MASSACHUSETTS LABORERS' DISTRICT COUNCIL
of the Laborers' International Union of North America
AFL-CIO**

on behalf of

PUBLIC EMPLOYEE LOCAL UNION 1116

PARKS AND RECREATION ADMINISRATIVE UNIT/LORING ARENA

Effective: July 1, 2016 - June 30, 2019

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AGREEMENT

This Agreement made and entered into as of this ___th day of _____, 201__, by and between the Town of Framingham, Massachusetts, hereinafter referred to as the “*Town*”, and the Massachusetts Laborers’ District Council of the Laborers’ International Union of North America, AFL-CIO in behalf of Public Employee Local Union 1116, hereinafter referred to as the “*Union*”.

ARTICLE I

Preamble

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Town and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

This Agreement is entered into between the Town and the duly authorized collective bargaining representative of its employees within the units hereinafter described to provide, insofar as possible, for the continuous employment of labor and to bring about stable conditions of employment, and to establish necessary procedures for the amicable adjustment of all disputes and grievance which may arise between the Town and its employees. The term “employee” when used in this Agreement shall mean those employees of the Town within the units hereinafter described.

ARTICLE II

Declaration of Principles

There shall be no discrimination against any employee by reason of race, national origin, color, ancestry, religion, handicap, age as provided by law, sex, or union affiliation. The Town will employ and use all means of safety for the protection of the employees in compliance with safety regulations which are in accordance with the law.

ARTICLE III
Recognition

In accordance with the certification of the Labor Relations Commission in case MCR 4251 dated September 22, 1993, the Town recognizes the Union as the sole and exclusive bargaining representative for all employees in the bargaining unit as below:

The Parks Department Construction Supervisors
The Parks Department Maintenance Superintendent
The Recreation Department Superintendent
The Recreation Supervisor
The Director of Loring Arena
The Facility Manager of Loring Arena

ARTICLE IV
Membership in the Union

Section 1.

The Town will advise all new permanent employees at the time of their employment that the Union is their bargaining representative and will notify the Union in writing of the name, address, and classification of each new permanent employee.

Section 2.

The Town and the Union recognize the right of any employee to become or not to become a member of the Union and will not discourage, discriminate, or in any other way interfere with the employee in the exercise of these rights.

ARTICLE V
Management Rights of the Employer

The Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management, and reserves and retains all powers, authority, and prerogatives including but not limited to: the right to manage the affairs of the Town and its Departments, and to maintain and improve the efficiency of operations; to determine the methods, means, processes and personnel by which operations are to be conducted; to determine the size of and direct the activities of the work force; to determine the

schedule and hours of duty and the assignment of employees the shifts, if such shifts are established, subject to Article XV; to assign work, to determine the work tasks, classification and standards of productivity and performance, and to evaluate employees with regard thereto; to hire, promote, assign, and transfer employees; to discipline, suspend, demote and discharge employees for just cause; to undertake experimental programs not inconsistent with statute or by-law, subject to collective bargaining requirements where applicable; and to issue reasonable rules and regulations governing the conduct of employees and Departments, provided that such rules and regulations are not inconsistent with the express provisions of this Agreement.

ARTICLE VI
No Strike or Lockout

Section 1.

No employee shall engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services by himself or any other employees.

Section 2.

The Town agrees that there shall be no lockout of employees.

ARTICLE VII
Dues and Fees Deductions and/or Payments

Section 1. AGENCY FEES

It shall be a condition of employment during the life of this Agreement as specified herein, that on or after the 30th day following the beginning of permanent employment or the date of this Agreement whichever is later, an agency service fee shall be paid to the Union. The said fee shall be due only as follows:

- (A) All permanent employees hired or transferred into the bargaining unit (as defined in Article III) after the signing of this Agreement who elect not to become members of the Union will be required to pay the Union directly or authorize payroll deduction of one hundred percent (100%) of the monthly union dues.
- (B) Any employee who is required to pay or authorize payroll deductions for an agency fee and who fails to do so, will be discharged at the request of the Union. The

request shall be in writing, to the appropriate elected department head, and shall state the reasons therefore.

Section 2. UNION DUES OR AGENCY FEE DEDUCTIONS

The Town agrees to deduct the Union dues or agency fees from the earnings of an employee who has executed the designated authorization form. Such deductions shall be in the amount specified on the authorization form and deducted from the paycheck weekly. Withheld amounts will be forwarded to the designated Union office as soon as practical following the actual withholding, together with a record of the amount and the names of those for whom deductions have been made.

Section 3. DEDUCTIONS FOR UNION PENSION

The Town agrees to deduct from the employee's earnings the amount as shown on the designated authorization form for the Union Pension Program.

The withheld deductions will be forwarded to the designated Union office as soon as practical following the actual withholding, together with a record of the amount and the names of those for whom deductions have been made.

Section 4.

The Union shall indemnify and save the Town harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken pursuant to this Article VII.

ARTICLE VIII

**Temporary Position, Temporary Appointment,
Probationary Period & Seniority**

Section 1. TEMPORARY EMPLOYEE

An employee shall be considered temporary if he is hired on a temporary basis and to fill a temporary position, full-time or part-time.

(A) A person may be hired on a temporary basis for a period of no longer than six (6) months and one (1) day.

(B) Any employee hired on a temporary basis or hired to fill a temporary position with ninety (90) days continuous service who is laid off for less than sixty (60) days and is rehired, shall be considered to have been in the continuous employment of the Town during such period of layoff.

Section 2. PROBATIONARY PERIOD

Every employee whether hired on a temporary or permanent basis shall be on a probationary period during the first six months of his employment.

Section 3. SENIORITY

(A) Seniority is defined as the length of continuous employment in any permanent position covered by this Agreement. An employee shall not acquire seniority during his probationary period of six (6) months but thereafter his seniority will date from the first working date after his initial employment.

(B) Seniority list containing the name, date of seniority, classification and location of employees will be made available to the Union in January of each year. Protests regarding seniority must be made within thirty (30) days after the lists are posted. No change shall be made in the seniority date established for an employee which has heretofore appeared or hereafter appears on two (2) consecutive annual lists without protest by the employee. In the case of employees who started work on the same day, their relative positions shall be determined by a drawing.

Section 4. REDUCTION IN FORCE

In the event a reduction in force is required, the most junior employee in the division affected shall be subject to layoff, provided that the more senior employee shall be qualified to do the job. The Town shall give not less than two (2) weeks notice of any layoff, unless the cause of layoff is such as to make notice impossible.

Section 5. RECALLS

Employees shall have the right to return to their former positions in accordance with their seniority within their classifications. In the event a position becomes vacant and there are no employees with recall rights to said position, then other employees who are laid off and are qualified to do the job shall in the order of their seniority be given preference to fill said position before any new employees are hired. An employee who is on layoff status and who fails to report for work within fourteen (14) days after the notice of recall shall be considered terminated unless an extension is granted by the appropriate elected department head.

Recall rights as set forth herein shall expire after two (2) years from last date of employment under this Agreement.

ARTICLE IX

Bulletining and Filling Positions

Section 1.

Vacancies in regularly assigned positions or newly created positions other than the lowest classification in that division or department that will be of more than thirty (30) days duration shall be posted for five (5) working days on all regular bulletin boards within ten (10) working days after such vacancies occur, or such new positions are established. The daily hours and workweek of the vacant position will be included in the posted bulletin.

Section 2.

Unit employees desiring such positions shall, within five (5) working days after bulletin is posted, apply in writing to the appropriate division head on forms provided by the department.

Section 3.

Within fifteen (15) working days after the expiration of the advertising bulletin, appointments shall be awarded by the appointing authority. The name of the appointee shall be bulletined on all regular bulletin boards. Copies of this bulletin shall be furnished to the Shop Steward.

Section 4.

The Town of Framingham will make its best effort to promote the most qualified person to all its positions. When, in the opinion of the department head, there are qualified candidates for promotion who are relatively equal in qualifications, the most senior employee will be promoted.

The following factors, in addition to others, will be considered in determining the best-qualified candidates for promotion:

1. A yes or no determination on whether the candidate meets the minimum requirements of the position relative to the mutually agreed upon job descriptions at the time of posting.

2. The actual amount of experience in duties performed at industry standards quality in duties listed under MAJOR DUTIES in the job description.
3. The ability to demonstrate the performance of functions in the major duties in the job description. The Union may have one observer to insure quality of tests.
4. Level of education and specialized education and training directly related to the MAJOR DUTIES listed in the job description.
5. The relative differences in the last two Performance Evaluations.
6. Unscheduled emergency work availability.
7. Reported accident history on the job.
8. If CDL required for position, the moving violation record on or off the job pursuant to procedures spelled out in section 383.31 Subpart C and section 383.33.
9. Attendance history.

Section 5.

Every employee shall be considered to serve a probationary period during the first six (6) months after assuming a new position. This probationary period may be extended for a second six (6) month period if the employee has made significant progress during the initial six (6) month period, but is not satisfactorily meeting all of the requirements of the new position.

Section 6.

Every employee shall have a thirty (30) day trial period during which an employee can decide whether he/she shall keep the new appointment or revert back to his/her former position. If the employee chooses to revert back to his former position, they shall be returned to such position and the new position shall immediately be returned to such and the new position shall be offered to the next qualified applicant in line pursuant to this article.

ARTICLE X **Transfers**

Section 1.

No employee shall be required to accept a permanent transfer.

Section 2.

Employees temporarily transferred to a higher rated job for eight (8) hours or more shall receive the lowest rate of the higher rated job or his own rate, whichever is higher, for all hours worked during such transfer.

Section 3.

The Town agrees to provide a training program for the operation of heavy equipment. An employee being trained to operate equipment which carries a higher pay grade will be paid his regular rate of pay while working as a trainee with a qualified operator. This period of time shall not exceed forty-five (45) days, after which he will be paid at the grade level for the job, unless an extension of that time is agree upon by both parties.

ARTICLE XI

Holidays

Section 1.

Permanent employees shall be granted the following holidays with pay whenever the holiday falls on a regular workday:

New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day.

The above Holiday schedule shall not apply to any arena staff. Arena staff will receive a Holiday Pay Stipend as described under Section 7.

Section 2.

If a holiday falls on a Saturday, the employee will get Friday off with pay, and if a holiday falls on a Sunday, the employee will get Monday off with pay.

Section 3.

Each employee shall be entitled to have the working day before Christmas off with pay; and if he works on said day, he will be paid time and one-half the regular rate of pay in addition to a day's pay.

Section 4.

An employee who does not receive a stipend in lieu of overtime or a holiday stipend, and who works on a holiday will be paid at time and one-half his regular rate in addition to his holiday pay, except that when an employee is assigned to perform emergency work such as snow and ice removal, or repair of water and sewer breaks, time worked between the hours of twelve midnight and 7:29 a.m. on a holiday shall be paid at two times the employee's regular rate of pay in addition to the holiday pay. However, two times the regular rate of pay shall not apply to scheduled shift work or stand-by.

Section 5.

Paid holidays shall be considered as time worked. Employees who are scheduled to work on Thanksgiving or Christmas, will be paid double time.

Section 6.

In order to be eligible for holiday pay, a permanent employee must have worked the last regularly scheduled workday before and the first regularly scheduled workday following the holiday unless excused by the Department Head.

Section 7.

All full-time Arena employees will be eligible for a **Holiday Pay Stipend** based on the Town observed holiday schedule posted each year by the Town of Framingham. For those holidays that occur during the arena operating season, each full time arena employee will receive one day of pay in the form of a **Holiday Pay Stipend**. All hours actually worked on the holiday, or observed holiday, will be paid at the employee's regular rate of pay.

The stipend will be paid once annually in June of the current fiscal year for eligible holidays worked within the current fiscal year. Within the first week of June, each fiscal year, each arena employee eligible for this stipend is required to present to management accurate and complete records identifying observed holidays that they worked in the current fiscal year. This sheet must be signed by the employee's immediate supervisor and/or the Director of Parks and Recreation, or his designee, and turned in for processing with the payroll.

ARTICLE XII
Clothing Allowance

Effective July 1, 2014, eliminate clothing allowance and add six hundred dollars (\$600.00) to base wages. All bargaining unit members shall be appropriately attired for work at the beginning of their shift. Clothing items work must be appropriate attire for job functions.

ARTICLE XIII
Vacations

It is agreed to by the Union and the Town that vacation leave shall be granted at the discretion of the Division Head or his designee, with the primary goal of not significantly compromising delivery of quality services.

Vacation leave shall be determined in accordance with the Personnel By-Laws of the Town except that three (3) weeks vacation with pay shall be granted at the completion of five (5) years of service and four (4) weeks vacation with pay at the completion of ten (10) years of service. Vacation leave of five (5) weeks with pay shall be granted to any employee who has been employed by the Town for twenty (20) years and over.

Individuals who, because of job-related or other illness or disability, do not take all of their vacation leave may request the right to carry over unused vacation leave from one calendar year to the next. Any such request must be submitted in writing to the appropriate Department Head. In the event that any such request is not approved by the Department Head, the requesting employee will be credited with extra sick leave equal to the number of unused vacation leave days that were not carried over to the next year.

An employee who receives Workers Compensation benefits for six (6) consecutive months will not accumulate vacation benefits after such period until he returns to active employment.

Notwithstanding anything herein to the contrary, an employee shall be entitled to carry over no more than one (1) week of earned vacation into the following year. Since some employees accrue vacation in December and some accrue vacation on their employment anniversary date, the notice of the employee's intention to carry over must be in writing and must be filed with the department according to how they accrue vacation, either:

- on or before December 1 of the year in which the vacation was earned, or

- one (1) month prior to the anniversary date upon which the employee vacation accrual is based.

The actual time for taking the deferred vacation week is subject to the approval of the department head.

Employees that are called in while on an approved vacation, will have that day restored to the employee's accrued vacation leave.

ARTICLE XIV **Grievance and Arbitration Procedure**

Section 1: DEFINITIONS.

"Grievance" -- A dispute between an employee and the Town or between the Employees' Collective Bargaining Representative (ECBR) and the Town as to any of the following:

- a) The meaning, interpretation, or application of the collective bargaining agreement.

Section 2: RIGHT TO INITIATE AND PROSECUTE GRIEVANCE.

- a) Nothing in this Agreement shall be interpreted to require the ECBR to prosecute an employee's grievance if it considers it to be invalid or without merit.

If at any step of the grievance procedure the aggrieved employee decides to accept the decision rendered, he may do so. However, the ECBR shall have the right to pursue the matter through the remaining steps.

Employees with less than six months of service may not use the grievance and arbitration procedures.

Section 3: GRIEVANCE PROCEDURE.

The Town and the Union acknowledge that it is usually most desirable for an employee and the employee's supervisors to resolve problems through free and informal communication. If however, the informal process fails to satisfy the employee or the Union, a grievance may be processed.

Once the grievance is processed, it is understood that full exploration of the pertinent facts is beneficial to all. In efforts to fully explore all facts of a grievance and at all steps, the Division Director (i.e., the Director of Parks and Recreation), the Human Resources Director, and the Town Manager may conduct informal hearings, conduct group or individual interviews, review records, and perform needed research. All parties (management and Union members) shall fully cooperate in providing full disclosure of information and relative facts.

STEP 1:

The facts in dispute and the claim of the grieving party arising there from shall be presented in writing to the Division Director within five (5) working days after the occurrence of the events upon which the grievance is based or when such occurrence was brought to the notice of the grieving party. The Grievance is first filed with the Director or Department Head. Response to the grievance will be made within five (5) working days, stating what action is to be taken in response to the grievance. A copy of the grievance and decision of this Step and all subsequent steps will be filed with the Director of Human Resources.

STEP 2:

If the grievance is not disposed of at Step 1, it shall be submitted in writing by the grieving party within five (5) working days after the response of the Division Director was given, or should have been given, to the Director of Human Resources. Response to the grievance will be made within five (5) working days, stating what action is to be taken in response to the grievance.

STEP 3:

If the grievance is not disposed of at Step 2, it shall be submitted in writing by the grieving party within five (5) working days following receipt of response or date on which response was due by the Director of Human Resources to the Town Manager.

The Town Manager may decide to hold an informal hearing and/or conference at which time the grieving party shall be allowed to present evidence in support of his grievance. Such a hearing shall be held by the Town Manager within ten (10) days of the presentation of the

grievance to it. The Town Manager shall issue a decision stating the action to be taken by it or its reasons, therefore, within ten (10) working days next following the close of the hearing.

If the grievance is not settled at Step 3 or if the Town Manager does not respond within the time limits set in Step 3, then within thirty (30) working days after the expiration of the time limits set out in Step 3, the grievance may be submitted to arbitration with the American Arbitration Association in accordance with the Voluntary Labor Arbitration Rules of that Association, or to the Mass. Board of Conciliation and Arbitration.

The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator shall not have the power to amend, add to, or alter the provisions 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. Expenses, including required travel and other expenses of the Arbitrator, shall be borne equally by the parties.

Section 4: DILIGENT HANDLING OF GRIEVANCE.

a) To encourage their prompt and amicable handling, grievances which are not decided within the time period specified at Steps 1 and 2 shall be considered to have been denied and may be advanced to Step 3.

If both parties agree, grievances may be instituted at a step other than Step 1. The time limitations provided for in the steps outlined above shall apply.

Time extensions beyond those stipulated above may be arrived at by mutual agreement.

Section 5: MISCELLANEOUS.

a) All grievances shall be presented by the grieving party in written form to indicate the foreman and department of the grieving party, the date of the events complained of, a statement detailing the events which cause the grievance, and the remedy sought by the grieving party. All grievances must set forth the specific provision of the contract, by Article and Section, claimed to be violated. Copies of all written grievances and the decisions relating to them shall be filed promptly with the Director of Human Resources.

ARTICLE XV
Work Week, Work Day and Work Conditions

Section 1.

For employees, the usual regular workday shall consist of eight (8) hours work with a time period of one-half (½) hour taken approximately in the middle of the workday shall be the lunch break. Forty (40) hours shall constitute one (1) week's work.

For maintenance staff employees, the normal work week shall be Monday – Friday between the hours of 7:00 a.m. and 3:30 p.m.

For the recreation staff, the normal work week shall be Monday – Friday between the hours of 8:30 a.m. to 5:00 p.m., with hours flexed accordingly to meet seasonal and operational needs.

For the arena staff, the normal work week shall be Monday – Friday between the hours of 7:00 a.m. and 3:30 p.m., except during the arena operating season. During the arena operating season the normal work week encompasses seven (7) days and employees are scheduled as required to meet operational needs.

The usual regular workweek shall be Monday through Friday. However, it is understood that some shifts may work at other times and employees may be scheduled as operational requirements dictate.

Section 2.

There will be no changes in wages, hours and working conditions without prior consultation with the Union and providing the proposed changes are not in conflict with any provision of this Agreement.

Section 3.

The Union and its members, unless he/she is physically incapacitated, both collectively and individually, do agree to guarantee that any emergency manpower needs of the Town and/or individual departments shall be met as determined by management provided all emergencies are handled within the provisions of this Agreement.

ARTICLE XVI

Wages

Employees covered by this Agreement shall be compensated according to the following adjusted schedule:

July 1, 2016	0%
July 1, 2017	1%
July 1, 2018	1%

Additionally:

July 1, 2014 add a new Step 7 at 2.5% for all those at Step 6 for more than one (1) year will move on their anniversary date to Step 7.

July 1, 2015 add a new Step 8 at 2.5% for all those employees at Step 7 for at least one (1) year and opt out of the sick bank.

Effective July 1, 2014, any employee working the Arena between 7 p.m. and 7 a.m. will receive a 5% shift differential.

ARTICLE XVII

Overtime

Section 1.

All employees covered by this Agreement, with the exception of those employees who receive a stipend in lieu of overtime, shall receive overtime compensation at the rate of time and one-half the regular rate of pay, for all hours actually worked in excess of the regular workdays and/or workweeks set out in Section 1 of Article XV.

Superintendents, the Loring Arena Director and the Loring Facilities Manager shall receive an annual stipend in lieu of overtime compensation for all hours worked in excess of the regular workdays and workweeks as set out in Article XV. The annual stipend shall be as follows: effective July 1, 2014 - six thousand dollars (\$6,000.00). This stipend shall be paid semi-annually in December and in June to cover the time actually worked in the previous six (6) months.

All employees performing emergency work such as snow and ice removal, and emergency repairs, between twelve midnight and 6:59 a.m. shall be paid at two (2) times the regular rate of pay. However, two (2) times the regular rate of pay shall not apply to scheduled shift work.

Section 2.

All scheduled and unscheduled overtime in all departments shall be rotated as evenly as is reasonably possible between qualified individuals as determined by management.

Section 3.

All employees who report to work for a call-in will, at a minimum, be guaranteed 2 hours of pay at time and one-half their regular rate of pay, regardless of whether or not the event requires 2 hours of work. However, call-back within the initial 2 hour period of the original call-in shall not constitute a new call-in

Section 4.

Employees who do not receive a stipend in lieu of overtime may earn compensation time at the same rate as overtime pay for hours worked in excess of a normal workday/work week. The maximum accrual for compensation time will be forty (40) hours. Compensation time may not be borrowed based on anticipated time earned. Employees must have prior approval from the Department Head before earning compensation time and must have Department Head approval before using compensation time. The taking of compensation time will be subject to staffing requirements and other administrative controls including the approval of the Director.

ARTICLE XVIII
Travel Allowance

Section 1.

Town Vehicles shall be used when available.

Section 2.

If use of a private automobile is authorized by the appropriate elected Department Head, a travel allowance equal to the rate approved from time to time by the Internal Revenue Service shall be paid to the employee for use of the automobile.

ARTICLE XIX
Jury Duty

Any employee called for jury duty will receive the difference between his regular pay and his payment for jury service.

ARTICLE XX
Military Leave

Any employee required to attend annual two (2) week military reserve training shall be paid his regular pay during said period.

ARTICLE XXI
Bereavement Leave

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. Immediate family as used herein shall consist of (spouse) wife, husband, child, step child, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents or legal guardian.

ARTICLE XXII
Paid Sick Leave

Section 1.

Sick leave shall accrue at the rate of one and one-quarter (1¼) days per month and shall be accumulative without limit except as provided below. A doctor's certificate will be required after three (3) consecutive days.

An employee who receives Workers Compensation benefits for twelve (12) consecutive months will not accumulate sick leave benefits after such period until he returns to active employment.

Section 2.

Sick leave may be used for the care of the employee's wife or children, but after three (3) days a doctor's certificate may be required.

Section 3.

The Union agrees to use its best efforts to assure that sick leave will be used for the purpose for which granted. Any employee who fraudulently reports an illness or injury in order to secure the benefit of sick leave with pay shall be subjected to disciplinary measures up to and including discharge.

Section 4.

Except for employees hired after July 1, 1987, the Town will pay an injured employee the difference between workmen's compensation payments and the employee's normal week's pay for up to ninety (90) calendar days. For employees hired after July 1, 1987, the Town shall be required to pay the difference for up to sixty (60) calendar days.

The provisions of this Section shall be applicable only after an employee has been out of work because of a workmen's compensation injury for fifteen (15) consecutive workdays.

Section 5.

Accrued personal sick leave may be used to supplement workmen's compensation payments.

Section 6.

The Town may require employees to explain in writing each absence due to illness in a calendar year in excess of seven (7) days in the aggregate that the employee wishes charged to paid sick leave. Available sick leave shall not be granted until such written explanation, when required, has been received by the Department Head. Where the Town has reasonable basis to question the legitimacy of an employee's use of sick leave, it may require such employee to be examined by the Town's physician or other medical practitioner to investigate any absences due to illness exceed seven (7) days in the aggregate in any calendar year.

Employees are not permitted to call in sick in advance for multiple sick days. The only exception will be a doctor's certificate of illness attesting to the need of an employee to be sick leave for more than one day.

Section 7.

An employee who uses no sick in the prior year will have three (3) personal days added to their benefits leave time.

An employee who uses three or less sick days in the prior year will have one (1) personal day added to their benefit leave time.

Section 8.

An employee who retires, terminates or otherwise leaves the employ of the Town of Framingham and who has accrued sick days at the time of said severance from employment, may donate such accrued sick leave days to the Sick Leave Bank up to a maximum of one (1) sick leave day for each year of the employee's service with the Town.

Section 9.

An employee may take up to three (3) half days for medical appointments per fiscal year.

ARTICLE XXIII
Leave of Absence

Section 1.

Leaves of absence for any purpose are subject to approval by the Personnel Board (See Personnel By-Law).

Requests for leave of absence shall be made in writing to the appropriate elected Department Head.

Such requests for leaves of absence, when recommended by the appropriate elected Department Head, will be referred to the Personnel Board along with that recommendation.

The reply to the employee's request for leave will be made in writing. Such leaves of absence granted will be without pay.

Section 2.

Seniority and other benefits will not accrue during the period of the leave of absence.

Section 3.

The applicant and the Union shall have an opportunity to appear before the appropriate elected Department Head to present case for application of leave.

Section 4.

An employee who is on leave of absence status and who fails to report for work on the first working day following completion for the leave period shall be considered terminated from employment unless an extension was requested in writing, recommended by the appropriate elected Department Head and approved by the Personnel Board.

The applicant and the Union shall be given an opportunity to present the case for extension to the appropriate elected Department Head.

ARTICLE XXIV
Reclassification and Salary Adjustments

A committee made up of two (2) members from the Administration and two (2) from the Union to make recommendations by June 1996 with regard to job reclassifications and salary adjustments.

Section 1.

The Union is requesting a classification review of the member positions, and understands that all requested upgrades need to be supported by appropriate documentation justifying the request. The Town agrees that appropriate grading and compensation for positions is essential.

To that end, the Town agrees to conduct a classification study and make a determination as to whether or not the requested upgrades are warranted. The town agrees the study will begin by September 1st and to negotiate the implementation of any upgrades retroactive to no earlier than July 1,2014.

ARTICLE XXV
Miscellaneous

Section 1.

Workmen's Compensation coverage, life insurance, medical insurance, pension, and reasonable wash-up time shall remain as at present. The Town's contribution to medical insurance shall be as set forth in the coalition agreement between the Town and the Public Employee Bargaining Unit.

Section 2.

In the interest of safety of employees and the public, and in accordance with the law, where special licenses to operate motor equipment is required, an employee without such license will not be required in any case to operate such equipment. The Town and bargaining unit members shall be required to abide by the rules of the town-wide Safety Committee.

Section 3.

Employees shall receive one (1) break of fifteen (15) minutes duration for each four (4) hour period of work.

Section 4.

The Town agrees to pay for specialty licenses for those positions which require specialty licenses. The Town will pay for job related organization memberships if approved in advance by the Director. The renewal forms for the aforementioned shall be submitted to the Department Head for payment directly to the proper authority.

Section 5.

The Town will contribute five (5) cents for each twenty-four (24) cents per hour the employee contributes to the LIUNA Pension Fund. Effective January 1, 2006 the Town will contribute an additional five (5) cents to the employee's share of the pension fund. Effective January 1, 2005 the employees will contribute an additional twelve (12) cents to the pension fund. Effective January 1, 2006 the employees will contribute an additional twelve (12) cents to the pension fund. Effective January 1, 2007 the employees will contribute an additional twelve (12) cents to the pension fund. Effective December 1, 2007, the Town will contribute an additional six (6) cents to the pension fund.

ARTICLE XXVI
Union Activities

Section 1.

The Town will provide a bulletin board for the use of the Union for official notices and other non-controversial matters.

Section 2.

Insofar as the work requirements of the Department permit, Union officers and/or stewards will be excused from duty with pay, when required to help in the processing and servicing of employees with grievances. Union officers and/or stewards shall give the employer reasonable advance notice of their desire to conduct such Union business so that work schedules may be arranged accordingly. One employee may be absent from work to conduct such Union business. With prior approval of the employer, one additional employee may be absent from work if the circumstances of such Union business requires additional representation.

ARTICLE XXVII
Personal Days

Each employee shall be entitled to two (2) personal days each fiscal year.

ARTICLE XXVIII
Waiver

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 this contract and that the present contract constitutes a complete agreement on all matters and that if other proposals have been made, they have been withdrawn in consideration of this Agreement.

ARTICLE XXIX
Sick Leave Bank

Section 1.

A sick leave bank shall be established for this Unit. Effective as of July 1, 1994, the bank shall contain sixty-five (65) days.

Section 2.

Each new employee in the bargaining unit shall contribute two (2) of his sick days to the bank.

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 to serve at its discretion. The sick leave bank committee shall determine the eligibility for use of the bank and the amounts 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; and
- (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 XXX
Sick Leave Buy Back

Upon ordinary retirement or death, a bargaining unit member or his heirs shall be entitled to a buy-back of his unused accumulated sick leave over one hundred (100) days accumulation at the rate of one (1) day for every five (5) days, for example: if the employee had one hundred twenty (120) days of unused accumulated sick leave, he 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 five thousand dollars (\$5,000.00). For purposes of buy-back, one (1) day shall consist of one (1) day's pay at the employee's prevailing base rate of pay.

On July 1, 2015, each employee shall be given the option to either remain covered by the sick leave buy-back program, as outlined above, or to permanently opt out of this program in exchange for having a new “Step 8” at 2.5% added to their pay scale and made available to them once they have completed at least one year of service at Step 7.

All employees hired on or after July 1, 2015 shall not be allowed to participate in the sick leave buy-back program but shall automatically have the above “Step 8” included in their pay schedule. The sick leave buy-back program shall terminate upon the retirement of, and final pay-out to, the last employee to elect to remain covered under the sick leave buy-out program.

ARTICLE XXXI

Longevity

Effective July 1, 2014 – Longevity is removed from the collective bargaining agreement in exchange for a new Step 7.

ARTICLE XXXII

Education Incentive

Employees may receive up to five hundred fifty dollars (\$550.00) in education incentive per fiscal year upon successful completion of an approved course which must be part of a degree program and/or related to employment with the Town. Training may not take place on Town paid time, unless approved in advance.

A “Request for Approval” form must be filed with the Human Resource Department prior to starting the course. The form must be approved by the Department Head and Human Resources Department.

Two members for the union and two members from management will form a committee to establish rules and procedures.

ARTICLE XXXIII

Disciplinary Procedures

The Department Heads or appointing authority shall exercise full disciplinary authority consistent with their responsibilities to direct employees to perform the required work duties in order to achieve departmental goals and satisfactory municipal service to the general public.

All warnings, suspensions and discharges must be stated in writing and a copy given to the employee and union.

All disciplinary actions, including discharges, shall be applied in a fair manner and shall not be inconsistent to the infraction for which disciplinary action is being applied. The following actions, though not inclusive, are prohibited and may result in disciplinary action, up to and including termination:

- The use of profanity or objectionable/offensive language in the presence of any member of the public;
- Use of profanity or objectionable/offensive language in the presence of any employee, once such conduct has been identified as unacceptable by individuals present, even if it is considered to be “shop talk;”
- Theft of Town property, whether personal, public or private;
- Physical fighting, with anyone, except for self-defense, while working;
- Harassment, that creates a hostile work environment, of any sort;
- Failure to wear/use appropriate safety equipment;
- Failure to follow the written or oral orders of supervisory personnel;
- Possession of alcohol or controlled substances in the workplace.

ARTICLE XXXV

Duration

The provisions of this Agreement will be effective July 1, 2016 and will continue and remain in full force and effect through June 30, 2019.

TOWN of FRAMINGHAM
BOARD of SELECTMEN

MASSACHUSETTS LABORERS'
DISTRICT COUNCIL

LICENSE AND CERTIFICATION SCHEDULE

The maximum amount of reimbursement shall be two thousand five hundred dollars (\$2,500.00) per year and all licenses and certifications shall be pro-rated quarterly.

In the event that either the Town or the Union feels the need to review the attached schedule, both parties agree to meet and discuss the issues.



**Town of Framingham
Local Union No. 1116
License and Certificate Compensation Request**

Name: _____ Department: _____

Title: _____ For Submittal On: (Circle One)

July 1 (Q1)
 October 1 (Q2)
 January 1 (Q3)
 March 1 (Q4)

Employees: Place a check mark (✓) in the box next to all licenses/certificates that you currently hold. Total the compensation amount on the last page, sign and date the request.

Return this form to your Office Manager, accompanied by copies of all licenses or certificates for which you are requesting compensation, at least 2 weeks prior to the beginning of each new fiscal quarter.

	License or Certification	Applicability	Total	Supervisor's Approval
<input type="checkbox"/>	Hoisting License Class 1A *	Public Works	\$500.00	
<input type="checkbox"/>	Hoisting License Class 1B *	ALL	\$500.00	
<input type="checkbox"/>	Hoisting License Class 2A *	ALL	\$300.00	
<input type="checkbox"/>	Hoisting License Class 2B *	ALL	\$300.00	
<input type="checkbox"/>	Hoisting License Class 3A	ALL	\$300.00	
<input type="checkbox"/>	Hoisting License Class 4A	ALL	\$300.00	
<input type="checkbox"/>	Hoisting License Class 4E	ALL	\$50.00	
<input type="checkbox"/>	Hoisting License Class 4F	ALL	\$50.00	
<input type="checkbox"/>	Hoisting License Class 4G	ALL	\$50.00	
<input type="checkbox"/>	Commercial Driver's License – Class A *	ALL	\$500.00	
<input type="checkbox"/>	Commercial Driver's License – Class B *	ALL	\$300.00	
<input type="checkbox"/>	Commercial Driver's License – Hazmat Endorsement	ALL	\$50.00	

<input type="checkbox"/>	Commercial Driver's License – Tanker Endorsement	ALL	\$50.00	
<input type="checkbox"/>	Massachusetts Pesticide Applicator License	H & P	\$600.00	
<input type="checkbox"/>	Certified Arborist MMA	H & P	\$1,200.00	
<input type="checkbox"/>	UMASS Green School Landscape Management Certificate	H & P	\$600.00	
<input type="checkbox"/>	UMASS Green School Turf Management Certificate	H & P	\$600.00	
<input type="checkbox"/>	Drinking Water System Distribution Grade 1D *	W & S	\$700.00	
<input type="checkbox"/>	Drinking Water System Distribution Grade 2D *	W & S	\$800.00	
<input type="checkbox"/>	Drinking Water System Distribution Grade 3D *	W & S	\$900.00	
<input type="checkbox"/>	Drinking Water System Distribution Grade 4D *	W & S	\$1,200.00	
<input type="checkbox"/>	Drinking Water System Treatment Grade 1T *	W & S	\$700.00	
<input type="checkbox"/>	Drinking Water System Treatment Grade 2T *	W & S	\$800.00	
<input type="checkbox"/>	Drinking Water System Treatment Grade 3T *	W & S	\$900.00	
<input type="checkbox"/>	Drinking Water System Treatment Grade 4T *	W & S	\$1,200.00	
<input type="checkbox"/>	Backflow and Cross Connection Tester DEP	W & S	\$600.00	
<input type="checkbox"/>	Backflow and Cross Connection Surveyor DEP	W & S	\$700.00	
<input type="checkbox"/>	Wastewater Collection Systems NWEA Grade I *	W, S & H	\$500.00	
<input type="checkbox"/>	Wastewater Collection Systems NWEA Grade II *	W, S & H	\$600.00	
<input type="checkbox"/>	Wastewater Collection Systems NWEA Grade III *	W, S & H	\$700.00	
<input type="checkbox"/>	Wastewater Collection Systems NWEA Grade IV *	W, S & H	\$800.00	
<input type="checkbox"/>	Baystate Roads Scholar	Public Works	\$800.00	
<input type="checkbox"/>	ACI Concrete	ALL	\$700.00	
<input type="checkbox"/>	Drain Layers License	W, S, H & E	\$500.00	
<input type="checkbox"/>	Operation & Maintenance of Waste Water Systems Certificate	W, S, H & E	\$500.00	
<input type="checkbox"/>	Work Zone Traffic Control IMSA	W, S, H & E	\$700.00	
<input type="checkbox"/>	Signs and Markings IMSA Level I *	H & E	\$500.00	
<input type="checkbox"/>	Signs and Markings IMSA Level II *	H & E	\$700.00	
<input type="checkbox"/>	Signs and Markings IMSA Level III *	H & E	\$1,000.00	
<input type="checkbox"/>	Public Contracting Overview	ALL	\$600.00	
<input type="checkbox"/>	Supplies and Services Contracting	ALL	\$600.00	
<input type="checkbox"/>	Design and Construction	ALL	\$600.00	
<input type="checkbox"/>	Certified Public Purchasing Official	ALL	\$1,200.00	
<input type="checkbox"/>	Introduction to ArcGIS 1	ALL	\$500.00	
<input type="checkbox"/>	Massachusetts Inspection Sticker Certified	F	\$500.00	

<input type="checkbox"/>	Construction Supervisor's License	ALL	\$1,000.00	
<input type="checkbox"/>	Licensed Master Electrician	ALL	\$1,200.00	
<input type="checkbox"/>	Journeyman Electrician	ALL	\$1,000.00	
<input type="checkbox"/>	HVAC/R License	P	\$1000.00	
<input type="checkbox"/>	Certified Transfer Station Manager	S	\$700.00	
<input type="checkbox"/>	Certified Collection Systems Manager	S	\$700.00	
<input type="checkbox"/>	Certified Recycling Systems Manager	S	\$700.00	
<input type="checkbox"/>	DOT Hazmat Certification	S & P	\$500.00	
<input type="checkbox"/>	Confined Space Certificate	ALL	\$600.00	
<input type="checkbox"/>	Trench Safety	ALL	\$600.00	
<input type="checkbox"/>	40 Hour Hazwoper Certificate	ALL	\$700.00	
<input type="checkbox"/>	Snow & Ice Control Certificate	ALL	\$500.00	
<input type="checkbox"/>	10 Hour OSHA Card	ALL	\$500.00	
<input type="checkbox"/>	Safe Bucket Truck Operation	H & P	\$500.00	
<input type="checkbox"/>	Public Works Preparing For & Responding To Terrorism Incident Training Certificate	ALL	\$600.00	
<input type="checkbox"/>	ICS 100 *	Public Works	\$500.00	
<input type="checkbox"/>	ICS 200 *	Public Works	\$600.00	
<input type="checkbox"/>	NIMS 700 *	Public Works	\$700.00	
<input type="checkbox"/>	CPR/Defibrillator Certification	ALL	\$100.00	
<input type="checkbox"/>	Scott-Pack Training	ALL	\$100.00	
<input type="checkbox"/>	E.H.A.P.	ALL	\$300.00	
<input type="checkbox"/>	Travel and Tourism Certificate	P	\$800.00	
<input type="checkbox"/>	National Park and Recreation Association – Master Professional	P	\$1200.00	
<input type="checkbox"/>	National Aerobics Instructor Certification	P	\$800.00	
<input type="checkbox"/>	National Playground Safety Inspector Certification	P	\$500.00	
<input type="checkbox"/>	Beach Safety Certificate	P	\$500.00	
<input type="checkbox"/>	Lifeguard Training Certificate	P	\$500.00	

Total Compensation Amount Requested: _____

Employee Signature: _____ **Date:** _____

Department Director's Signature: _____ **Date:** _____

Director of Admin. & Finance's Signature: _____ **Date:** _____