



CITY OF FRAMINGHAM
and
SEIU, Local 888
Framingham Professional Union

*Collective Bargaining Agreement
July 1, 2020 – June 30, 2023*

Contents

ARTICLE 1 Recognition 2

ARTICLE 2 Management Rights 2

ARTICLE 3 Union Security 3

ARTICLE 4 Committee on Political Education 4

ARTICLE 5 Union Rights 4

ARTICLE 6 No Strike Provision 4

ARTICLE 7 Seniority Language 5

ARTICLE 8 Probationary Period 5

ARTICLE 9 Personnel Records 5

ARTICLE 10 Health Insurance 6

ARTICLE 11 Work Hours 6

ARTICLE 12 No Smoking 7

ARTICLE 13 Vacancies 7

ARTICLE 14 Reduction in Force 8

ARTICLE 15 Grievance Procedure 8

ARTICLE 16 Performance Evaluation 10

ARTICLE 17 Leaves of Absence 10

ARTICLE 18 Holidays 11

ARTICLE 19 Longevity 12

ARTICLE 20 Sick Leave 12

ARTICLE 21 Sick Leave Buyback 13

ARTICLE 22 Sick Leave Bank 14

ARTICLE 23 Vacation Leave 15

ARTICLE 24 Non Discrimination 16

ARTICLE 25 Education 16

ARTICLE 26 Certifications, Licenses, Professional Affiliations & Professional Development 16

ARTICLE 27 Labor/Management Committee 17

ARTICLE 28 Wages 17

ARTICLE 29 Protective Clothing & Gear 17

ARTICLE 30 Job Classification 18

ARTICLE 31 Sub-Contracting/Regionalization 18

ARTICLE 32 Bi-Weekly Pay 19

ARTICLE 33 Customer Service & Ethics Policies 19

ARTICLE 34 Implementation of GPS in City Vehicles 19

ARTICLE 35 Severability & Waiver Provisions 19

ARTICLE 36 Duration 20

ARTICLE 1

Recognition

Section 1.1: The City recognizes the Local 888, SEIU as the exclusive, certified representative for all full-time and regular part-time professional and administrative employees of the City of Framingham who work not less than twenty (20) hours during the regular work week, and listed in Section 1.2 below, but excluding all clerical employees, all employees of the City’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 City policies, programs and statutory obligations, who are neither managerial nor confidential.

Section 1.2: The City recognizes the Union for the purposes of collective bargaining pursuant to G.L. c. 150E for the positions listed below, the titles of which may 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 Public Health Inspector (formerly Chief Sanitarian), Public Health Inspectors (formerly Sanitarians), HSG Rehab Coordinators, Social Service Director, Assistant Social Service Director, Assistant Social Worker, Community Intervention Specialist, Senior Planner-Community & Economic Development, Program Coordinators and System Project Managers, ADA Coordinator, Community Health Coordinator, Community Health Program Coordinator, Medical Assistant

With respect to any grant funded positions, including Community Health Coordinator, Community Health Program Coordinator, and Medical Assistant, expiration of grant funding shall constitute just cause for termination of the employee. Such termination shall not constitute a Reduction in Force under Article 14.

Section 1.3: Any new position created by the City 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 City 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 City and its representatives to manage and direct the employees covered by this Agreement. The City 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 City.

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 City not listed herein. Such inherent management rights shall remain with the City 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 City 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 City'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 City 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 City Treasurer from time to time.

Section 3.2: The erroneous deduction by the City 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 3.3: Providing there is no equipment breakdown or personnel shortage, the City 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 City Treasurer shall require of the Union Treasurer such bond and in such form as shall satisfy the City 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 City harmless against any claim, demand, suit, or other form of liability that may arise out of or by reason of action taken by the City 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.

In accordance with M.G.L. c. 150E § 5A the City shall provide the union the following information about new employees within 10 (ten) calendar days after the date of hire: The employee's name, job, title, worksite location, home address, work telephone number, home and personal cellular telephone number on file with the City, date of hire, work email address and personal email address. The City's Human Resources department will create the method for providing the above information. The Union will provide

to Human Resources by July 1st of every year the name and contact information for the person or persons with whom the information will be shared.

In accordance with M.G.L. c. 150E § 5A, when the City hires new employees into bargaining unit positions the union will have the right, within ten (10) calendar days of the date of hire, to meet with the newly hired employees for up to thirty (30) minutes with no loss of pay or leave time.

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 City 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 Mayor.

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 M.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 City of Framingham shall determine the seniority of the employee, regardless of whether the employee 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 City reserves the right to terminate any employee during the employee's probationary period if in the judgment of the Mayor 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 8.2 shall not be subject to the grievance procedure of this Agreement. The bargaining unit member 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 City and the Union.

ARTICLE 9

Personnel Records

Section 9.1: Personnel files are confidential files and contents must be kept confidential at all times, subject to the provisions of the City's Personnel Records Policy. There shall be only one (1) official personnel file for each employee. Said personnel file shall remain in the custody of the Director of Human Resources or their designee at all times. The employee may show their file to anyone upon written authorization to the Director of Human Resources or their designee. The employee will be notified within ten (10) days of when any material has been placed in their personnel file pertaining to their 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 their personnel file.

Section 9.2: Every employee is entitled to review and reproduce their 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 (1) of the two (2) annually permitted reviews. The City may grant reasonable additional requests by an employee to review their personnel file beyond the two (2) annually permitted reviews. Requests to review personnel files must be in writing and shall be handled pursuant to the City's Personnel Records Policy.

Section 9.3: At any reasonable time, an employee may request and receive information as to the number of sick and vacation days they have used and the number of sick and vacation days they have to their credit.

ARTICLE 10

Health Insurance

Section 10.1: The City 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 City and employee representatives. This Bargaining Unit shall be included in such coalition bargaining.

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 City.

Section 11.2: The work week for bargaining unit members shall be thirty-seven and one-half (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 seven and one-half (7.5) hours, unless authorized by the member's Department/Division Head.

Section 11.4: For required and authorized hours worked in excess of thirty-seven and one-half (37.5) hours up to and including forty (40) hours in a single work week, bargaining unit members shall be paid at straight time or allowed compensatory time at the employee's option at the rate of one (1) hour of compensatory time for one (1) hour worked.

Section 11.5: For required and authorized hours worked in excess of forty (40) hours in a single work week, bargaining unit members shall be paid overtime at the rate of one and one-half (1.5) hours' time for one (1) hour worked or allowed compensatory time at the employee's option at the rate of one and one-half (1.5) hours of compensatory time for one (1) hour worked.

- (a) Employees covered by this agreement member must schedule compensatory time off in advance with their 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 one-half (37.5) hours of earned compensatory time in any fiscal year. When an employee reaches thirty-seven and one-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 one-half over forty (40) hours.
- (c) Any compensatory time not take by June 30th 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 thirty-seven and one-half (37.5) hours in a single work week may be grounds for discipline.

Section 11.8: Call Back Pay:

- (a) Emergency Call Back Pay: Any employee called back to work after having completed their assigned work and left their place of employment, and before their next regularly scheduled starting time, shall be guaranteed a minimum of three (3) hours of straight time. All hours in excess of forty (40) hours will be paid at time and one half.
- (b) Call Back Pay: If the employee can respond to an emergency remotely, without coming on site and without leaving home, the employee will be guaranteed a minimum of two (2) hours of straight time. All hours actually worked in excess of forty (40) hours will be paid at time and one half.
- (c) Scheduled Weekend Inspection: Any employee scheduled to conduct an inspection on a weekend shall be guaranteed two and one-half (2.5) hours of straight time. All hours actually worked in excess of forty (40) hours will be paid at time and one-half.

ARTICLE 12

No Smoking

Section 12.1: Employees covered by this Agreement shall comply with the City’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 City will notify the union president or their designee, by email, of a bargaining unit vacancy within seven (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 City 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 they so request.

Section 13.5: For those existing bargaining unit members receiving the position, the first three (3) 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

Section 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 their 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.

Section 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.

Section 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.

Section 14.4: An employee who is terminated due to a reduction-in-force and subsequently is rehired by the City within a period of two (2) years shall be credited at that time for their 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.

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

ARTICLE 15

Grievance Procedure

Section 15.1: Grievance:

- (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 their 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 Mayor, the Chief Financial Officer/Director of Administration and Finance, and the Director of Human Resources. The Mayor, the Chief Financial Officer/Director of Administration and Finance, and/or the Director of Human Resources, 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 Mayor, the Chief Financial Officer/Director of Administration and Finance, or the Director of Human Resources shall be due in writing within ten (10) working days after the date of the meeting.

Step 3: If the reply does not resolve the grievance, or the Mayor, the Chief Financial Officer/Director of Administration and Finance, or the Director of Human Resources 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 City 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 (2) 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 City 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 Mayor 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 City’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: 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, they 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 Mayor. 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 Mayor. For all death related absences other than those listed above or otherwise approved by the Mayor, the employee is required to use personal or vacation time or not be paid for the day(s).

The employee must notify their 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 City related business are compensated at their regular week's pay.

Section 17.3: Parental Leave:

The City will adhere to all state and federal laws with respect to parental leave and the City's published policy on Parental Leave. Parental Leave will run concurrently with the City's Family Medical Leave policy.

Section 17.4: Military Leave:

Consistent with current practice, the City will provide military leave in accordance with M.G.L. c. 149 § 52A and the City's published Policy on Military Leave.

Section 17.5: Family Medical Leave:

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

Section 17.6: Small Necessities Leave:

Consistent with current practice, the City will provide leave in accordance with Small Necessities Leave Act and the City'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 City's Policy on Unpaid Leave of Absence.

ARTICLE 18

Holidays

Section 18.1: The following holidays shall be recognized by the City 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 Mayor 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 and 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 City Departments.

Section 18.3: Juneteenth will be a paid holiday. In accordance with MA State Law, if Juneteenth falls on a Sunday, it will be observed on Monday. If Juneteenth falls on a Saturday, the City will observe it on Friday only if MA State government is also closed.

Section 18.4: 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 18.5: Non-exempt employees required by their Department Head or the Mayor 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 one-half for all hours worked on a recognized holiday, in addition to pay for the regularly scheduled hours for that holiday.

Section 18.6: 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 18.7a: Members of the bargaining unit may receive the Friday after Thanksgiving Day off only if Framingham City Hall is closed and the closure is recommended by the Mayor and approved by a vote of the City Council. 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. City Hall may or may not be closed depending on approval by the Mayor and/or the City Council.

ARTICLE 19

Longevity

Section 19.1: Effective July 1, 2017, eliminate Longevity pay and add Steps 11 and 12 to the pay scale.

ARTICLE 20

Sick Leave

Section 20.1: Sick leave shall accrue to full-time permanent employees at the rate of one and one-quarter (1.25) 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 illness, injury, health care appointments and to care for a family member with illness, injury or health care appointments, and may be used in two (2) hour increments.

Section 20.4: An employee will not accrue sick leave benefits for any calendar month in which they were 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 Mayor or Department Head has reason to believe that an employee is abusing sick leave, they 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 Mayor or Department Head has reason to believe that there is a pattern of sick leave abuse, they may also 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 their 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, they shall notify their Department Head no less than thirty (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 Mayor 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 City will buy back from a bargaining unit employee or their heirs, any unused accumulated sick leave, in accordance with the formula:

Days of unused, accumulated sick leave beyond one hundred (100) and up to a maximum of two hundred (200) days shall be subject to buy-back at the rate of one (1) for every five (5) days remaining, with one (1) 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 City at least four (4) months written notice of their intent to retire accompanied by the actual

filing of their retirement papers shall be entitled to buy back an additional twenty (20) days of unused, accumulated sick leave, using the same formula as is set forth above. In such a case, the maximum value of such buyback shall be \$6,000.

Section 21.3: A bargaining unit member who retires from the City of Framingham and who has accrued sick days in excess of their buy-back value at the time of said separation from the City, may donate such accrued sick leave days to this bargaining unit's sick bank, up to a maximum of one (1) sick day for each year of the bargaining unit member's City of Framingham employment.

ARTICLE 22

Sick Leave Bank

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

Section 22.2: 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 22.3: 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 Mayor. In the event of a split decision, the Mayor 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 22.4: Withdrawals may be made for no more than twenty (20) day increments.

Section 22.5: In order to be eligible to draw from the sick leave bank, the employee must:

- (a) Have been employed by the City 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 City-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 22.6: Decisions made by the Sick Leave Bank Committee shall be final and binding and not subject to reversal by the City, appeals or grievance/arbitration.

ARTICLE 23

Vacation Leave

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

Completion of Continuous Service Annual Vacation Leave

Up to seven (7) years: Three (3) weeks

More than seven (7) years – Up to sixteen (16) years: Four (4) weeks

More than sixteen (16) years – Up to twenty (20) years: Four (4) weeks and

1. Sixteen (16) years: one (1) additional contract day
2. Seventeen (17) years: one (1) additional contract day for a total of two (2) additional contract days
3. Eighteen (18) years: one (1) additional contract day for a total three (3) additional contract days
4. Nineteen (19) years: one (1) additional contract day for a total four (4) additional contract days
5. At twenty (20) years employees receive five (5) weeks of vacation; contract days end after employee's 19th year.

Twenty (20) years and beyond: Five (5) weeks

One-twelfth of an employee's annual vacation leave will be credited to an employee's 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 twenty (20) hours or more but less than thirty-seven and one-half (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. Additional contract days for years sixteen (16) to twenty (20) will also be proportional.

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 City of Framingham Leave Request and Authorization Form.

Section 23.4: 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. This is time earned for completion of the prior year of service (i.e.: an employee must complete seven (7) years of service in order to be eligible for twenty (20) vacation days).

Section 23.5: 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 (2) hours at one time.

Section 23.6: An employee may, with the written consent of the Mayor, 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 Mayor or their 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 ninety (90) days of the anniversary date of employment unless authorized by the Mayor or their designee.

Section 23.8: Employees who have left the City of Framingham, in good standing, and are rehired within a period of two (2) years, shall be credited with their 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 (1) 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, unless the employee has received written authorization to borrow vacation leave. Any employee with excess vacation time taken at the time of their separation from the City must repay the City at the employee’s then hourly rate.

ARTICLE 24

Non-Discrimination

Section 24.1: The City 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 City’s Educational Tuition Reimbursement Policy. The City will reimburse the following amounts for job related courses and subject to annual appropriation:

BA/BS	Reimburse up to \$1,000
Masters:	Reimburse up to \$1,200

ARTICLE 26

Certifications, Licenses, Professional Affiliations & Professional Development

Section 26.1: The City 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 City, as determined by the Mayor/Designee in their sole discretion. It is expressly understood that employees shall address requests for reimbursement in writing, on a form provided by the City, to the Mayor/Designee (including information about fees, tuition, and related expenses as determined to be appropriate and necessary in the sole discretion of the Mayor/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 City. If the employee fails to renew or to maintain a current license or certificate for which the City had previously reimbursed the employee, the City shall not reimburse the employee for any costs to re-obtain the license or certificate.

Section 26.2: The City shall pay for membership fees for state and national professional associations reasonably related to the employee’s position and job duties, not to exceed \$300 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 City, to the Mayor/Designee for approval prior to the employee incurring any fees.

Section 26.3: The City 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: 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 City, periodically meet with the Human Resources 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 City.

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 City 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.

Section 27.4: Management and the Union shall annually schedule quarterly meetings, upon request of the union.

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, 2020 - 3%
- Effective July 1, 2021 - 2%
- Effective July 1, 2022 - 2%

ARTICLE 29

Protective Clothing & Gear

Section 29.1: The City shall provide necessary protective clothing, footwear and equipment, as determined by the City, 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. There is a \$400 allowance per fiscal year per unit member.

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, they are 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 their regular rate of pay.

Section 30.3: Reclassification:

Effective July 1, 2022, the parties agree to work with a consultant hired by the City’s Human Resources Director, to update unit members’ job descriptions every five (5) years. The first such update will be completed by December 31, 2022. Upon request of the Union, within sixty (60) days of completion of the Compensation and Classification Study, the Union and the City will engage in a wage reopener.

Section 30.4: Promotions:

An employee who receives a promotion from one position to a higher graded position, shall have their pay increased as follows:

- (a) One (1) grade increase will receive an adjustment on the new pay range by multiplying the current base salary by 4% and placed on the next higher step that is at least a 4% increase.
- (b) Two (2) grade increase will receive an adjustment on the new pay range by multiplying the current base salary by 6% and placed on the next higher step that is at least a 6% increase.

ARTICLE 31

Sub-Contracting/Regionalization

Section 31.1: The City 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 forwarded, in writing, to the Mayor 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 City. Employees will be kept whole during the transitional period.

ARTICLE 33

Customer Service & Ethics Policies

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

ARTICLE 34

Implementation of GPS in City Vehicles

Section 34.1: The City will implement a GPS asset management program for City owned vehicles. The primary purpose of this program is to better maintain, manage, monitor, and utilize equipment and resources in a more effective and efficient manner and to help provide a safer working environment for City employees.

The technology advancements with the GPS units have increased their usefulness with the inclusion of tracking vehicle maintenance information. The collection of vehicle data will better support the maintenance management of the City fleet by notifying fleet managers of vehicle trouble codes, servicing intervals, mileage, run time hours and recall information. For the purposes of personnel decisions regarding City employees, while the GPS system will be utilized to track vehicles and equipment, data from the GPS system will only be used by the City under the limited circumstances where the City receives a written complaint from a resident, official, or employee of the City regarding a City vehicle where the City's records show or the complaint alleges that a particular employee was operating or present in a vehicle tracked by the GPS system. The City shall make available to the employee and/or their Union representative any data used as the basis of a disciplinary decision upon request of the Union and/or the disciplined employee.

In the event of an accident resulting in injury to persons or property damage, data from the GPS system may be used as a tool to investigate the situation and help determine information about the events/actions that occurred.

Nothing in this policy shall negate management rights as stated in Article 2.

All vehicles that are equipped with an activated GPS unit will be marked as such within the vehicle. The data from the GPS system will be available for one (1) year.

ARTICLE 35

Severability & 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 M.G.L. c. 150E §7, the terms of this Agreement shall prevail.

Section 34.2: The Union and the City 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 36

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, 2023, 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, 2023, either party notifies the other in writing of its desire to terminate, amend or modify any part of this Agreement.

Agreed to: 5/23/2022, 2022

For the Framingham SEIU Professional/
Technical Union, Local 888



Valerie Leonardo

Valerie Leonardo

For the City of Framingham


