

# AGREEMENT

*between*

The Town of Framingham

*and*

The Framingham School Police  
“Union”

JULY 1, 2016 - JUNE 30, 2019

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*THIS AGREEMENT*, entered into by and between the TOWN OF FRAMINGHAM, of the Commonwealth of Massachusetts, a municipal corporation chartered by said Commonwealth, and hereinafter referred to as the “Town” and the FRAMINGHAM SCHOOL POLICE “UNION”, hereinafter referred to as the “Union.”

**WITNESSETH**

*NOW, THEREFORE*, in consideration of their mutual promises, the parties agree as follows:

**ARTICLE I**  
**PURPOSE**

It is the intention of the parties hereto to promote and improve the effective administration and operation of the Framingham School Police and to establish a basic understanding relative to personnel policies.

**ARTICLE II**  
**MANAGEMENT RIGHTS CLAUSE**

The listing of the following specific rights of management in this Article is not intended to be a waiver of any of the rights of the Town not listed herein. Such inherent management rights shall remain with the Town except as they may be shared with the “Union” by specific provisions of this Agreement:

- a) Among the management rights that are vested with the Town are the right to hire, promote, transfer, suspend, demote, discharge and to relieve employees from duty with just cause.
- b) The Town shall have the freedom of action to determine the methods, the means, and the personnel for all operations, including the starting and quitting time. The Town must take whatever action necessary to carry out its work in emergency situations. The Town shall select and determine the number and types of employees required and shall assign work to such employees in accordance with requirements determined by the Town. Appointments to the position of Crossing Guard will be made by the Police Chief based upon the recommendation of the Director of Human Resources and the Safety Bureau. Such appointments will be on an indefinite basis, providing the individual continues to reside in a contiguous Town (Natick, Ashland, Marlboro, Sudbury, or Wayland). This requirement is final and binding and not subject to the grievance procedure.
- c) The Police Chief and Safety Officer will update the School Police rules and regulation of 1983 to properly define location, the length of a tour and to

consist the present agreement.

- d) "Swapping" or shift/assignments may only be done at the discretion of the Chief and/or his/her designee. Notice of "swapping" of shift/assignment must be given to the Chief or his/her designee, in writing, at least twenty-four (24) hours in advance of the affected shift/assignment.

### **ARTICLE III** **RECOGNITION**

The Town recognizes the "Union" as the sole and exclusive representative for the purpose of collective bargaining for the Framingham School Police excluding the Supervisor(s). The Town and the "Union" agree not to take a prejudicial view of a member of the School Police regardless of whether he/she elects to become or not to become a member of the "Union".

### **ARTICLE IV** **UNION DUES AND AGENCY FEE**

The Town agrees to deduct the Union dues from the earnings of any 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 monthly, together with a record of the amount and the names of those for whom deductions have been made.

Members of the bargaining Unit who have not signed a membership form and authorized dues deduction form as of the date of execution of the contract shall be required to pay an agency service fee in lieu of dues. Said agency service fee shall be established in accordance with the requirements of MGL c 150E. The Union shall annually provide the Town's payroll department in writing with its calculation of the applicable agency fee. The Town agrees to deduct and remit such fee in accordance with the procedure used for the deduction and remittance of Union dues.

### **ARTICLE V** **GRIEVANCE PROCEDURE**

*Section 1.* A grievance shall be defined as any dispute arising out of the interpretation or application of this Agreement.

*Section 2.* Nothing in this Agreement shall be so interpreted as to require the "Union" to process an employee grievance if the "Union" considers the grievance to be invalid or without merit. If, at any step of the grievance procedure hereinafter set forth, the aggrieved employee decides to accept the decision rendered by a responsible official of the Town, the grievance shall be terminated. However, if the "Union" feels that a significant

issue of general application still requires resolution, the “Union” may pursue the matter for a final determination as provided under the provisions of this Agreement.

*Section 3.*

**Step 1.**

A grievance, in writing, shall be taken up within fourteen (14) calendar days of the alleged violation of the Agreement. It shall be first taken up by the aggrieved employee, with the “Union” representative, and the Chief of the Police Department, who must give his answer in writing within fourteen (14) calendar days of discussion with him.

**Step 2.**

If no satisfactory settlement is reached at this time, the grievance may be submitted to the Town Manager or designee within fourteen (14) calendar days after the answer by the Chief, or the date on which such answer was due, if not given. The Town Manager or designee, and not more than a five (5) member Committee for the “Union”, shall meet within fourteen (14) calendar days after the grievance is submitted to the Board and shall attempt to settle the grievance.

**Step 3.**

If the matter cannot be settled satisfactorily at Step 2, it shall then be submitted to arbitration as provided in Article V.

**Step 4.**

A copy of all written grievances and all grievance decisions must be filed in the Office of the Director of Human Resources.

**ARTICLE VI**  
**ARBITRATION**

Any grievance that cannot be settled through the regular grievance procedure shall be submitted for arbitration before the Commonwealth of Massachusetts Department of Labor Relations, whose decision shall be final and binding on the parties. Each party shall bear the expense of preparing and presenting its own case. However, the arbitration hearing shall be held during the basic week of Monday through Friday, and the aggrieved employee, employee’s witnesses and employee representatives shall be permitted to participate in such proceedings without loss of pay.

No employee shall have the right to require arbitration, that right being reserved to the Town and the “Union”.

**ARTICLE VII**  
**SALARIES AND WAGES**

See Wage Schedule attached. In addition to the wages provided, the following provisions shall apply:

- a) All School Police will be available for any additional tours of duty as required and shall be paid at the employee's regular hourly rate of pay.
- b) In the event that an employee is laid off and then is recalled or transferred, the employee shall be paid on the same schedule the employee was on at the time of layoff or transfer.
- c) All School Police who are in actual attendance at a training day held the day before the first day of school, will be paid at employee's regular hourly rate of pay.
- d) Employees who work a single post will be paid for 1.5 hours per day. Employees who work a double post will be paid for 3 hours per day.
- e) Employees must have fifteen (15) years of service before going to the fifth (5<sup>th</sup>) step.

**ARTICLE VIII**  
**SENIORITY**

An employee's seniority shall date from the first day of employment following his/her permanent appointment by the Police Chief to the position of School Police Crossing Guard. Should the date of employment of two (2) or more guards begin on the same date, their seniority then shall be determined by the order of appointment.

**ARTICLE IX**  
**DISABILITY, INSURANCE AND RETIREMENT BENEFITS**

The disability, life and medical insurance and retirement plans presently in effect shall continue for the life of this Agreement or any extension or renewal thereof.

Employees hired after July 1, 2004 will not be eligible for health insurance benefits.

**ARTICLE X**  
**CLOTHING ALLOWANCE**

Each employee shall, at the commencement of his/her employment, be supplied by the Town with a complete uniform that shall be approved by the Police Chief.

Each employee shall receive an annual clothing allowance as follows: July 1, 2017: Four hundred seventy five dollars (\$475.00). July 1, 2018: Five hundred dollars (\$500.00).

After five (5) years of employment, an employee may be given a new uniform at the discretion of management.

These articles of clothing shall remain as property of the Town.

School Police will wear uniforms to and from and while on the post and at other times only at the discretion of the Chief.

## **ARTICLE XI** **NO STRIKE PROVISIONS**

It shall be unlawful and a violation of this Agreement for any employee, individually or collectively, to engage in, induce or encourage any strike, work stoppage, slow-down or the withholding of services.

## **ARTICLE XII** **LEAVES**

*Section 1.* In the event of a death occurring in the immediate family or an employee, or his/her spouse, that employee shall, during the bereavement period, be granted not more than three (3) consecutive days off without loss of pay. *Immediate family* shall consist of husband, mother, father, child, sister, brother, mother-in-law, father-in-law, grandparents, grandchildren and significant other of person living in the immediate household. An employee shall be entitled to one day off without loss of pay, to attend the funeral of a daughter-in-law, son-in-law, brother-in-law and sister-in-law.

*Section 2.* Each employee shall be entitled to one and one-quarter (1 ¼) sick days per month for each month of the school year from September to June to be earned after completion of each months employment, with unlimited accumulation for unused sick leave. Any bargaining unit member who uses no sick days in any full school year will receive a bonus of \$450.00 in the last paycheck in June of each year. Effective 7/1/17 the bonus will increase to \$500 for the 2017-2018 school year, any member not using sick leave from September 1, 2017 to the end of the school year in June will be eligible for the bonus. . Effective 7/1/18 the bonus will increase to \$550 for the 2018-2019 school year, any member not using sick leave from September 1, 2018 to the end of the school year in June will be eligible for the bonus. The provisions of the Personnel By-Law, Section 19 will be followed. Any employee who only uses 1 sick day in any full school year will receive a bonus of \$300 in the last paycheck of the school year.

The Chief may require a physician's certificate when an employee is absent for three (3) days or is absent on five (5) separate instances in a contract year. The Chief may require that the certificate be from a physician designated by the Town. In such case, the

Town shall pay for the examination and the report. If the Chief accepts a certificate from the employee's physician, the employee shall pay for the examination and the report.

*Section 3.* Members of the bargaining committee, but no more than three (3) in number, shall have time off to attend all grievance hearings without loss of pay.

*Section 4.* Leaves of absence, for any purpose, are subject to approval by the Head of the Safety Bureau and the Chief of Police. Requests for leaves of absence shall be made in writing to the Officer designated as the Head of the Safety Bureau.

Such requests for leaves of absence, when recommended by the Head of the Safety Bureau and the Chief of Police, will be referred to the Personnel Board along with his recommendation.

The reply to the person requesting leave will be made in writing. Such leaves of absence will be without pay.

*Section 5.* Any employee who cannot report to work due to personal illness or injury shall call their supervisor ninety (90) minutes before the start of their scheduled shift.

*Section 6.* At the start of each school year, in the first meeting, members of the bargaining unit will receive a statement of their leave accruals.

### **ARTICLE XIII** **PERSONAL DAY**

Each full-time employee covered by this Agreement shall be eligible to use three tours of personal leave in each fiscal year. A tour is defined as a morning or afternoon.

This personal tour is for personal use without loss of pay and may be taken only after approval by the Chief of Police or his designee, and only at a time in which the employee's absence will not create a staffing problem or interfere with the operations of the department.

Employees have the option to add personal tours to sick leave for the purpose of accrual.

### **ARTICLE XIV** **SICK LEAVE BANK**

A sick leave bank for use by members of the bargaining unit covered by this Agreement who have exhausted their own sick leave and who have a serious illness shall be established.

Each employee in the bargaining unit shall contribute two (2) of his/her sick days to the bank effective upon the execution of this Agreement.



The number of days that can be drawn by an individual will be limited to sixty (60) sick leave bank days per calendar year.

The sick leave bank shall be administrated by a sick leave bank committee consisting of six 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 at its discretion. The sick bank committee shall determine the eligibility for use of the bank and the amount 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:

- Adequate medical evidence of serious illness
- Prior utilization of all eligible sick leave

If at any time, the sick leave bank falls below two hundred (200) sick leave days; it shall be replenished by the contribution of one-half (½) 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 twelve (12) days of sick leave.

An employee, who retires, terminates, or otherwise the employ of the Town and who has accrued sick days at the time of said severance from employment, may donate such 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.

#### **ARTICLE XV** **SICK LEAVE BUY BACK**

Upon ordinary retirement or death, a bargaining unit member or her heirs shall be entitled to a buy-back of her unused accumulated sick leave over one hundred (100) days accumulation at the rate of one (1) day for every five (5) days (e.g. if the employee had one hundred twenty (120) days of unused accumulated sick leave, she 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 One thousand two hundred and fifty dollars (\$1250.00). For purposes of buy-back, one (1) day shall consist of the employee's annual total base pay divided by the number of days she is scheduled to work.

#### **ARTICLE XVI** **TRAINING**

Each member of this bargaining unit must complete and maintain CPR Certification. This training must be provided by the Red Cross or by the American Heart Union sponsored provider. Employees will be given a stipend annually upon receiving the required Certification. Effective July 1, 2017, the stipend increased to \$175.00. Effective July 1, 2018, the stipend increased to \$200.00. The Crossing Guard Instructor will receive \$150.00 for acting as a supplemental trainer/participant in the CPR training. The Town will provide all employees with a CPR Ventilation Bag. Every employee in this bargaining

unit must complete or bring up to date their current CPR Certification no later than January 2006. All new staff hired after August 2005, will have six (6) months from their date of hire, to complete the required certification. The Town will continue to provide “in-house” First Aid Training.

The Safety Bureau may request an employee(s) to assist the Safety Officer or Assistant Safety Officer by attending a school related safety presentation for no additional compensation.

**ARTICLE XVII**  
**COMMUNICATION DEVICES**

Crossing Guards shall have with them on their post a cell phone to facilitate communication with the Police Department for public safety. Cell phone expense shall be paid entirely by the employee. A stipend of \$100.00 shall be paid to employee who abides by this policy. Effective July 1, 2014, increase stipend to \$125.00. Effective July 1, 2015, increase stipend to \$150.00.

**ARTICLE XVIII**  
**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 XIX**  
**NO SMOKING**

The Framingham School Police will adhere to the Town’s “No Smoking” policy. There will be no smoking while on duty.

**ARTICLE XX**  
**LONGEVITY**

Longevity pay shall be paid to all permanent employees covered by this Agreement, as follows:

5 years	\$200.00 per year
10 years	\$250.00 per year
15 years	\$300.00 per year
20 years	\$350.00 per year
25+ years	\$400.00 per year

**ARTICLE XXI**  
**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, and shall be automatically renewed from year to year thereafter unless at least ninety (90) days prior to the expiration date either party notifies the other in writing of its desire to change, amend or terminate this Agreement.

SIGNED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**TOWN OF FRAMINGHAM**  
**BOARD OF SELECTMEN**

**FRAMINGHAM SCHOOL**  
**POLICE "UNION"**

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EFFECTIVE DATE	BU	GRADE	STEP	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
07/01/2016	CGRD	CG 1	1	19.68	29.52	442.76	5313.12
	CGRD	CG 1	2	20.74	31.11	466.69	5600.28
	CGRD	CG 1	3	23.19	34.78	521.70	6260.40
	CGRD	CG 1	4	24.30	36.45	546.78	6561.36
	CGRD	CG 1	5	25.51	38.26	573.89	6886.68
	CGRD	CG 2	1	19.68	59.03	885.52	10626.24
	CGRD	CG 2	2	20.74	62.23	933.38	11200.56
	CGRD	CG 2	3	23.19	69.56	1043.40	12520.80
	CGRD	CG 2	4	24.30	72.90	1093.56	13122.72
	CGRD	CG 2	5	25.51	76.52	1147.78	13773.36

EFFECTIVE DATE	BU	GRADE	STEP	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
07/01/2017	CGRD	CG 1	1	19.88	29.81	447.19	5366.25
	CGRD	CG 1	2	20.95	31.42	471.36	5656.28
	CGRD	CG 1	3	23.42	35.13	526.92	6323.00
	CGRD	CG 1	4	24.54	36.82	552.25	6626.97
	CGRD	CG 1	5	25.76	38.64	579.63	6955.55
	CGRD	CG 2	1	19.88	59.63	894.38	10732.50
	CGRD	CG 2	2	20.95	62.85	942.71	11312.56
	CGRD	CG 2	3	23.42	70.26	1053.83	12646.00
	CGRD	CG 2	4	24.54	73.63	1104.50	13253.94
	CGRD	CG 2	5	25.76	77.28	1159.26	13911.10