
AGREEMENT

between

TOWN OF FRAMINGHAM

and the

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

on behalf of

**FRAMINGHAM DEPARTMENT OF PUBLIC WORKS SUPERVISORS
PUBLIC EMPLOYEE LOCAL UNION 1116**

Effective: July 1, 2013 - June 30, 2016

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AGREEMENT

This Agreement, made and entered into as of this ____ day of _____, 2013, 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*".

The provisions of this Agreement between the Town of Framingham and the International Union of Operating Engineers dated July 1, 1997 – June 30, 2000 are no longer applicable.

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:

All full-time and regular part-time Inspectors, System Integration Managers, Program Administrators, Engineers, Supervisors, Director of Fleet Maintenance Police Department, and Operation Managers employed by the Town's Highway, Water, Sewer, Automotive, Sanitation and Fire Departments but excluding all managerial, confidential and all other employees.

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, which 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 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.

Any employee changing to a different job classification shall serve a probationary period of six (6) months. This period is to allow the Town time to judge the ability, competency, fitness and other qualification of the employee to meet the requirements of the new position. At any time during the probationary period the Town has the right to return the employee to his/her previous position at the rate of the employee's previous wage compensation. This provision also applies to the employee who has the option to return his/her previous position during such six (6) month period

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.

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 works on Christmas and Thanksgiving shall receive double time. An employee who works any other 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 11:00 P.M. and 7:00 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.

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.

ARTICLE XII
Clothing Allowance

All bargaining unit members shall purchase work clothing from the central supply source and shall be allowed six hundred dollars (\$600.00) per year. Stormy weather clothing or protective clothing which the employee is required to return to the Town shall not be charged against his allowance. Employees shall at all times be properly attired for work at the beginning of their shift. Clothing items worn must be appropriate attire for job functions.

Effective July 1, 2014, the clothing allowance shall be eliminated and \$600.00 added to base wage after which the COLA calculation shall be applied.

ARTICLE XIII
Vacations

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.

There will be no single vacation days given to anyone with less than three (3) weeks vacation. Anyone with two (2) weeks will take the weeks in intervals of no less than five (5) consecutive days. People with three (3) weeks or more must take the first two (2) weeks in intervals of no less than five consecutive days, but may take the third and subsequent weeks in single days by request. The single days will be approved by the Director of Public Works or his designee. When requests for a full week vacation conflict with requests for less than a full week vacation and the operational needs of the Department preclude the granting of both those requests in the same week, then requests for a full week will take preference over requests for a lesser period.

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 prior to December 31st of the calendar year in question. 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. The notice of the employee's intention to do so, must be in writing and must be filed with the department head on or before December 1 of the year in which the vacation was earned. The actual time for taking the deferred vacation week is subject to the approval of the department head.

ARTICLE XIV **Grievance and Arbitration Procedure**

Section 1.

Definitions

"Grievance" -- a dispute between the Employees' Collective Bargaining Representative (ECBR) and the Town as to the following: 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.

(B) 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.

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

Section 3. GRIEVANCE PROCEDURE

Step 1:

The grievance shall be submitted in writing by the grieving party, within five (5) working days to 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 Personnel.

Step 2:

If the grievance is not disposed of at Step 1, it shall be submitted by the grieving party within five (5) working days following receipt of response or date on which response was due to the Director of Personnel. 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 by the grieving party within five (5) working days following receipt of response or date on which response was due to the Town Manager or designee. The Town manager or designee shall respond to the grieving party in writing within ten (10) working days, stating what action is to be taken in response to the grievance and the reasons therefore.

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

Step 4:

If the grievance is not settled at Step 3 or if the appropriate elected board does not respond within the time limits set out in Step 3, the grievance may be submitted to arbitration with the American Arbitration Association or with the Mass. Board of Conciliation and

Arbitration. Any claim for arbitration must be submitted within thirty (30) days after the date of the decision, or the date the decision should have been made, in Step 3.

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.

(B) 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.

(C) Time extensions beyond those stipulated above may be arrived at by mutual Agreement.

ARTICLE XV
Work Week, Work Day and Work Conditions

Section 1.

For employees, the usual regular workday shall consist of eight (8) hours work to start at 7:00 A.M. and end at 3:00 P.M. A time period of one-half hour taken approximately in the middle of the workday shall be the lunch break. Forty (40) hours shall constitute one (1) week's work. The usual regular workweek shall be Monday through Friday. However, it is understood that some shifts may work at other times.

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 schedule attached to this contract.

Effective July 1, 2013: 2% increase

Effective July 1, 2014: 1% increase

Effective July 1, 2015: 1% increase

Effective July 1, 2014: Add a new step 7 at 2.5% for all those at step 6 for more than one (1) year.

Effective July 1, 2015: Add a new step 8 at 2.5% for all those at step 7 for at least one (1) year.

ARTICLE XVII

Overtime

Section 1.

All employees covered by this Agreement, with the exception of the various, 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.

Operations Managers 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 \$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 months.

The maximum accrual for compensation will be forty (40) hours. 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.

With the exception of Operation Managers, all employees performing emergency work such as snow and ice removal, repair of water and sewer breaks, between 11:00 p.m. and 7:00 A.M. shall be paid at two (2) times the regular rate of pay provided that they have received less than twenty-four (24) hours' notice. However, two (2) times the regular rate of pay shall not apply to scheduled shift work.

Section 2.

Night and Saturday calls in all departments shall be rotated as evenly as is reasonably possible.

Section 3.

Employees will not be required to report in on a call in or call back unless they are guaranteed a minimum of three (3) hours of overtime except if an employee is called back within two (2) hours of their scheduled shift, they will be compensated for two (2) hours at two (2) times the regular rate of pay.

Section 4.

The employee on stand-by designated by the Department or Division Head shall be provided with an electrical signal device (beeper) for the twenty-four (24) hour period, 3:00 p.m. one day to 3:00 p.m. the following day while waiting to be engaged. When required to return to work such employee shall receive pay for a minimum of four (4) hours of time at time and one-half (1 ½) his regular rate of pay for the first return each night or day. On subsequent returns in the same twenty-four (24) hour period, 3:00 p.m. to 3:00 p.m., he shall be paid at the rate of one and a half (1½) times his regular rate of pay only for time worked. Stand-by hours worked between 11:00 P.M and 7:00 A.M., will be paid at a double time (2) times rate of pay provided that the employee received less than 24 hours notice.

It is understood that participation in the stand-by program is mandatory and not an employee option. A schedule of assigned stand-by days will be prepared at least two months in

advance providing employees with ample notice of when they must be available. It is also understood that from time to time an employee may have personal commitments which do not allow them to fulfill their stand-by requirement. In such instances, the employee must seek written permission from their Division Head to find alternate coverage for the period of time in which they are not available. It is the employee's responsibility to ensure that their assigned shifts are covered. Supervising Mechanic at the Fire Department added to beeper pay list for being on-call.

Any employee who is required to carry a beeper for one (1) continuous week shall receive effective July 1, 2013 - \$95; effective July 1, 2014 - \$120; effective July 1, 2015 - \$150 for said week. Included within this weekly compensation is the requirement that the stand-by employee conducts communication via telephone or other means, short duration computer work, or similar activities without actually returning to work.

On-Call Program Administrators: One Administrator per week, rotating being on call.

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

Section 1.

An employee shall receive up to five (5) consecutive workdays leave without loss of pay for a death in the immediate family. The immediate family of an employee shall consist of his spouse and the mother, father, sister, brother, mother-in-law, father-in-law, grandparent or grandparent of the spouse, grandchild or step grandchild, child or step child. All bereavement leave must be taken within fifteen (15) days of the date of death or within a reasonable extension to be determined by the Department Head.

Section 2.

An employee shall receive one (1) day leave without loss of pay to attend the funeral of relatives living in his household.

Section 3.

An employee shall receive up to three (3) days leave without loss of pay to attend the funeral of the employee's brother-in-law, sister-in-law, uncle or aunt.

Section 4.

The leave in Sections 1, 2, and 3 shall not be deducted from the employee's sick leave.

Section 5.

Management may request and the employee shall provide proof of death with regard to any leave taken under the provisions of this Article.

ARTICLE XXII
Paid Sick Leave

Section 1.

Sick leave shall accrue at the rate of 1 1/4 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 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.

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.