

AGREEMENT

between

THE TOWN OF FRAMINGHAM

and

LOCAL 475,

INTERNATIONAL BROTHERHOOD OF

POLICE OFFICERS,

SUPERIOR OFFICERS

JULY 1, 2004 THROUGH JUNE 30, 2007

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AGREEMENT

THIS AGREEMENT, entered into by and between the **TOWN OF FRAMINGHAM**, of the Commonwealth of Massachusetts, a municipal corporation chartered by said Commonwealth, and thereafter referred to as the "*Town*" and the **LOCAL 475, INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS, SUPERIOR OFFICERS**, thereafter referred to as the "*Union*".

WITNESSETH

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

ARTICLE I
INTENT

Section 1.

It is the intention of the parties hereto to promote and improve the effective administration and operation of the Town's Police Department and the well-being of the sergeants and lieutenants, and captains; to establish a basic understanding relative to personnel policies, practices, procedures and matters affecting wages, hours, and other condition of employment; and to provide means for amicable discussions and adjustment of matters of mutual interest between the parties.

Section 2.

Nothing in the Agreement shall diminish the authority and power of the Civil Service Commission, the Retirement Board or the Personnel Board. In the event that any part or provisions of this Agreement is in conflict with any law or By-Law, such law or By-Law shall prevail so long as such conflict remains.

ARTICLE II
BARGAINING AGENT

The Town recognizes the Union as the exclusive representative for the purpose of collective bargaining relative to wages, hours, and other conditions of employment, of all sergeants, lieutenants, and captains in the service of the Town Police Department but excluding the Chief and the Administrative Assistant of the Department. The Town and the Union agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Union.

ARTICLE III
MANAGEMENT RIGHTS

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 therein. 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 vested in the Town are the rights, in accordance with applicable law, to hire, promote, transfer, suspend, demote, discharge and to relieve employees from duty, consistent with applicable Civil Service rules and regulations.

(b) The Town shall have the freedom of action to determine the methods, and means and the personnel for all operations, including the starting and quitting time. The Town must take whatever action is 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 the requirements determined by the Town.

(c) No employee shall be reprimanded, suspended, discharged or otherwise disciplined except for just cause. Just cause shall be interpreted consistent with G.L.c. 31.

ARTICLE IV
NO STRIKE PROVISION

It shall be unlawful for any employee to engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services of such employees.

ARTICLE V
GRIEVANCE PROCEDURE

Section 1.

A grievance shall be defined as any dispute arising out of the interpretation, application, violation, or meaning of this Agreement, but shall not include any matter as to which an employee shall have the right of appeal or review under Civil Service Laws.

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. An attorney representing the Union may file a grievance for and on behalf of either the Union or for an individual officer or officers, providing the Union in accordance with its by-laws considers the grievance to be valid and with merit. If, at any step of the grievance procedure thereafter 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 significant issue of the 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.

Any grievance shall first be submitted orally by the grieving party to the Chief within thirty (30) days of the event upon which the grievance is based. The grieving party shall have the right to have a union representative present at the time of the submission of the grievance. If no satisfactory resolution is reached at this level within forty-eight (48) hours, the grievance shall then be submitted in writing to the Chief within fifteen (15) additional days of the occurrence of the event upon which the grievance is based. A written response must be given by the Town's representative within fourteen (14) calendar days of receipt of this written grievance.

If no satisfactory resolution is reached at this level, the grievance may be submitted to the Town Manager. Such submission shall be in writing and shall be within ten (10) calendar days from the answer of the Chief. The Town Manager shall meet with the Union and give his response within ten (10) calendar days of said meeting.

Failure of the Town to respond at any step of this procedure within the time limits set forth shall be taken to be a negative response and the Union may proceed to the next step.

By mutual agreement, time periods may be extended.

If the grievance cannot be settled satisfactorily, at this step, it shall be submitted to arbitration as provided in Section 4.

Section 4.

(a) When a grievance is not settled through the regular grievance procedure in Step 3 above, the Town or the Union shall have the right to request that it be submitted to arbitration. Such submission must be within fourteen (14) calendar days of the written answer of the Town Manager.

(b) Either party may request the American Arbitration Association to provide a panel of arbitrators from which a selection of a single arbitrator shall be made in accordance with the rules of the American Arbitration Association.

(c) The decision of the arbitrator shall be final and binding upon the parties; however, he/she shall make no decision which alters amends, adds to, or detracts from this Agreement.

(d) Each party shall bear the expense of preparing and presenting its own case. The parties shall bear equally the cost of the arbitrator's services. However, if the arbitration hearing is held during the basic work week of Monday through Friday, the grieving employee, the employee's witnesses and the members of the Union's Grievance Committee (not to exceed three) shall be granted leave of absence without loss of pay while participating in arbitration proceedings.

ARTICLE VI **SENIORITY**

Section 1.

The provisions of this Article apply to all questions of seniority except those arising under the Civil Service Laws, as to which question the Civil Service Laws and the rules and regulations of the Civil Service Commission shall govern.

Section 2.

There shall be a seniority list established. Employees shall be placed on such list in accordance with their date of first employment with the police department. In cases where more than one employee begins work on the same day, the order of appointment shall be governing. In the event two or more employees are appointed to the force on the same day, seniority shall then be based upon the grades earned by each on the entrance

examination with the man having the highest grade being the senior. If such grades cannot be obtained, seniority will be based upon a drawing of lots.

Section 3.

Shift assignments shall be determined by rank by seniority with senior employees within rank having preference. Employees shall bid for any line position on each of the three work shifts once each year. Employees shall bid for any line position on each of the three (3) work shifts once each year. Bidding shall take place during the month of January. Bids shall close at the end of said month. New shift assignments shall be posted by February 15. New shift assignments shall go into effect on the second Sunday in March of each year. Shift assignments shall remain in effect until the next bid cycle.

Section 4.

Should an opening occur on a shift, a notice shall be posted within seven (7) days for seven (7) days to that effect on the bulletin board. Any officer wishing to apply for the opening shall sign his/her name to the notice. At the end of the seven (7) day period, the employee signing the notice who has the greatest amount of seniority shall be appointed to fill the opening. Failure to sign the notice within a seven (7) day period will waive any rights to the opening that a man with more seniority may have had at that time.

Section 5.

With reference to changes in a shift assignment for a particular officer, at least seven (7) days written notice must be given by the Chief to the officer in question with reference to any change in his/her work shift except in an emergency situation.

Section 6.

Seniority shall prevail with regard to rank. That is, the newest appointed ranking officer in a certain rank while retaining his/her seniority in the department on matters

regulated by the rules of Civil Service, would have the lowest seniority with regard to his/her position on the ranking officers list of a particular rank.

Section 7.

The Lieutenant with the most seniority assigned to a shift will be the commanding officer, unless the Chief designates another lieutenant. If the Chief exercises his discretion he will provide a letter to the appointment Lieutenant explaining his reasons for the appointment. The decision is not subject to the grievance procedure.

Section 8.

The continuous service of an employee shall not be deemed to have been broken by service in the Armed Forces of the United States providing such employee returns to the Town employment within two years of his/her service termination date, and provided further that the employee's time in the Armed Forces is limited to four years of service time unless it is involuntary service, in which case it may exceed four years.

ARTICLE VII
VACATIONS

Section 1.

The vacation plan shall be in accordance with the personnel by-laws in effect during Fiscal Year 1978 except that three (3) weeks vacation shall be granted after five (5) years of service and four (4) weeks after ten (10) years of service. Vacation leave of five weeks with pay shall be granted to any employee who has been employed by the Town for twenty (20) years and over. Subject to appropriate administrative controls, up to one week of an employee's vacation leave may be taken in single days. In order to be eligible for vacation, an employee must have worked a minimum of one thousand (1,000) hours during the preceding contract year.

Section 2.

If the employee's vacation falls in a "short week" he/she may receive the fifth working day either at the beginning or at the end of that vacation.

Section 3.

If a death covered by Article XIII, Section 2 occurs in the family of a police officer during his/her vacation, such bereavement days shall not be charged to vacation. The lost vacation days must be taken at another time or the vacation may be extended by mutual agreement.

Section 4.

Any employee may, if he/she so requests, begin his/her vacation period at the end of his/her Friday shift rather than on Saturday. A vacation period may begin on any other day with the prior approval of the Chief.

Section 5.

Each employee is entitled one (1) week's vacation during the period from the last week in June through Labor Day week.

Section 6.

Choice of available vacation time shall be in accordance with shift seniority.

ARTICLE VIII
HOLIDAYS

Section 1.

The following shall be the recognized holidays for all employees of the Police Department covered by this Agreement.

New Years Day
Independence Day
Thanksgiving Day
Christmas Day
Third Monday in February (Washington's Birthday)
Third Monday in April (Patriot's Day)
Last Monday in May (Memorial Day)
First Monday in September (Labor Day)
Second Monday in October (Columbus Day)
Veteran's Day
Martin Luther King Day

Section 2.

Holiday pay shall be computed as provided in Paragraph 1, Additional Compensation, of Article X. The holiday pay shall be computed on the basis of 25 percent (25%) of a week's base pay for each of the above holidays.

Section 3.

Holiday pay shall be paid in the following manner: Five (5) holidays in the pay week in which Independence Day falls. Six (6) holidays in the pay week in which Christmas Day falls.

Officers shall be allowed to choose compensatory time off in lieu of pay. The choice between time off and pay may be made twice per year, at least thirty (30) days prior to the pay period in question, i.e. thirty (30) days prior to the pay week in which Independence Day falls, and thirty (30) days prior to pay week in which Christmas Day falls. Holiday pay shall be computed on the basis of twenty five percent (25%) of a week's

base pay for each holiday. Compensation time shall be computed as one (1) working shift for each holiday.

Section 4.

No employees shall be scheduled to work both Christmas and New Year's Day (Christmas and New Year's Eve for the 3:30 P.M. to 12:20 A.M. shift). Those employees whose regular schedule provides for both of the above holidays off, shall continue to be off.

Section 5.

With reference to this Article, Section 1, with reference to those employees of the Jewish faith seeking to substitute Yom Kippur as a paid holiday for the Christmas holiday so stated in Section 1, he/she shall have the option to do so.

ARTICLE IX
HOURS

Section 1.

Scheduling of Police Officers will be the responsibility of the Chief.

The work day shall consist of eight (8) hours and fifty (50) minutes, and the weekly hours shall average 38.9 hours per week over the calendar year. The standard shifts shall be 7:30 A.M. to 4:20 P.M.; 3:30 P.M. to 12:20 A.M. and 11:30 P.M. to 8:20 A.M.; provided that the Chief may schedule other shifts as he/she deems them necessary. Assignment to special shifts shall be equitably distributed and except in unusual circumstances shall not exceed thirty (30) days duration.

Effective April 1, 1998, the work day shall consist of eight (8) hours and forty-five (45) minutes, and the weekly hours shall average 38.38 hours per week over the calendar year. The standard shifts shall be 7:30 A.M. to 4:15 P.M.; 3:30 P.M. to 12:15

A.M. and 11:30 P.M. to 8:15 A.M., provided that the Chief may schedule other shifts as he deems them necessary. Assignment to special shifts shall be equitably distributed and except in unusual circumstances shall not exceed thirty (30) days duration.

All employees, except those having special assignments or duties, shall have their shift arranged in such a manner that they work five (5) days consecutively and then have three (3) days off. This schedule is then repeated -- work five (5) days consecutively and then have three (3) days off, etc.

Employees having a special assignment or duties will be scheduled in the interest of effective operations and will receive the same number of days off in the year as other employees.

Section 2.

There shall be a good faith effort made by management to have every assignment properly covered.

Section 3.

Any employee who works beyond the average of forty (40) hours per week shall be compensated at one and one-half (1½) the straight time hourly rate for such hours worked.

Section 4.

No employee will be compelled to drive a motorcycle, servi-cycle, or bicycle When it is raining, snowing, or When the temperature is below thirty four degrees (34°) Fahrenheit; except for purpose of returning the vehicle to an appropriate place of shelter on Town property.

Section 5.

Any employee who completes his/her regular shift, then is recalled back to work shall be guaranteed a minimum of one (1) hour of work at overtime rate of pay. With reference to any employee held over on a particular shift, he/she shall be paid a minimum of one-half ($\frac{1}{2}$) hours. If the time exceeds one-half hour ($\frac{1}{2}$), the officer shall be paid to the next one-half ($\frac{1}{2}$) hour held.

Section 6.

All officers shall have a thirty (30) minute lunch period. Within the confines of a thirty (30) minute limitation, such lunch period may be taken at any place of the officer's choice.

Section 7.

Line rank officers may at their discretion rotate shifts on a three (3) month basis; provided no officer who doesn't so wish shall be required to rotate shifts.

Section 8.

The designated shift commander may be allowed some flexibility in his/her work schedule for short term absences. Such flex time is subject to the requirement for adequate staffing levels and appropriate administrative controls, and shall not result in any extra cost to the Town. Any time taken by the shift commander pursuant to this section must be made up in the same pay period in which the time is taken.

Section 9.

An employee who is absent on sick leave for three (3) consecutive days in a contract year may not work an overtime shift for twenty-four (24) hours after the third day. An employee who is absent on sick leave for five (5) separate instances in a contract year, may not work an overtime shift for twenty-four (24) hours after the fifth instance.

ARTICLE X
WAGES

ANNUAL SALARY SCHEDULE

SEE ATTACHED SCHEDULE*

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ADDITIONAL COMPENSATION FOR POLICE DEPARTMENT PERSONNEL, which compensation shall not be used in computation of overtime payment or for other benefits:

*Effective July 1, 2005 the additional payments previously made under the following categories will be eliminated: Night pay, print and photo pay, hazardous duty pay, weekend pay, defibulator pay, specialist pay, and longevity pay. In return, the Town will increase all steps on the salary scale by 13% after the 2% increase due on July 1, 2005 is added.

Section 1:

Each employee covered by this Agreement, will receive additional salary for each of the eleven (11) recognized holidays as provided in Article VIII.

Section 2:

Police Officers shall receive additional compensation as educational incentive, in increments or amounts equal to the percent of base pay, predicted upon the following:

- Not less than 10 semester hour credits toward Baccalaureate Degree in law enforcement - 1 ½% of base pay.
- Not less than 25 semester hour credits toward Baccalaureate Degree in law enforcement - 3% of base pay.
- Not less than 40 semester hour credits toward Baccalaureate Degree in law enforcement - 5% of base pay. Associate Degree

in law enforcement - 7 ½% of base pay. Baccalaureate Degree in law enforcement -10% of base pay. Master's Degree in law enforcement or a related specialty approved in advance by the Chief and/or the Director of the Personnel Department - 15% of base pay.

A copy of transcript or other appropriate evidence of credits or degree earned must be presented to the Chief of the Department, with copy to the Director of Personnel, who will maintain complete and on-going records for participants. Credit for individual courses will be given only if a grade of "C" or better is achieved.

A. Employees receiving benefits or credits toward payment under this section, who have earned such credits prior to June 30, 1980 shall continue to receive said benefits and/or credits, the details of which are outlined in Appendix A of this Agreement.

B. Any employee who takes a course in this program after March 1, 1981 shall be required to earn a grade of "C" or better to claim credit even if previously participating in this program prior to March 1, 1981.

C. The requirement of a grade of "C" or better shall only apply to those employees seeking payment for forty (40) semester hours or less. Credit claimed for the Associate, Baccalaureate or Master's Degrees, once awarded shall be unaffected by individual course grades.

The amount of payment will be determined by the amount of base pay received in that fiscal year and the appropriate percentage. Base pay shall include holiday pay, night differential, specialist pay and hazardous duty pay.

Section 3.

Neither the Town nor any office or official of the Town shall withhold the payment of wages of an officer for any reason without due process. This shall not be interpreted as expanding or changing the definition of "*grievance*" as it appears in Article V, Section 1.

Section 4.

In 1993, the Town of Framingham adopted the provisions of G.L.c. 41 § 108L. These provisions will become effective during the first year in which the town is able to certify credits for reimbursement to the state, but no earlier than the fiscal year commencing July 1, 1993.

In the event § 108L is repealed by the Legislature, the educational incentive program contained in the labor contract effective July 1, 1991, shall be resumed.

Any employee hired after July 1, 1993 must qualify under §108L in order to received educational incentive benefits.

Any employee hired prior to July 1, 1993, may qualify for educational incentive benefits either under § 108L or under the July 1, 1991 contract provisions, but not under both.

The town will pay only for actual, physical attendance at classes. No correspondence schools will be acceptable.

In December of 1993, and in each December thereafter, Officers shall be paid educational incentive payments in accordance with the eligibility, and in the amounts set forth in c. 41, section 108L, subject, however, to the following conditions:

Thereafter, the Town of Framingham shall deduct from the payment made to each eligible Officer the pro-rata amount, if any, by which the Commonwealth reimbursement

to the Town under the said program has fallen short of the statutory fifty percent (50%) during the most recent fiscal year for which such reimbursement has been received by the Town.

In the event that deductions as aforesaid are made by the Town from such educational incentive payments, it is agreed that individual Officers are deemed to have authorized such deductions, as well as the Union.

In the event that the Town has made deductions from any December payment as aforesaid and the Commonwealth thereafter augments the reimbursement to the Town upon which the deduction was based, Officers shall receive such augmenting payment proportionately.

At no time will an employee receive less money under Quinn than he/she would have received under the education provisions contained in the collective bargaining agreement effective as of July 1, 1989.

Section 5.

Any member that notifies the Chief in writing of his or her intended retirement one (1) year or more in advance of such retirement will receive a two-year salary increase of one thousand dollars (1,000.00). If an employee fails to retire after providing such notification, the employee will be disqualified from using this benefit in the future and the Town shall be reimbursed for any such salary increases, within six (6) months of the original intended retirement date. The Town may recover such funds via payroll deductions equal monthly installments..

Section 6

The Town and the Union agree to amend the detail rate to \$38 an hour effective July 1, 2003. For details where one member is deemed to be in command an hourly stipend

of \$5 will be added to the base detail rate. All detail rates for picket lines involving labor disputes will be twice the applicable rate.

ARTICLE XI
ATTENDANCE IN COURT

Section 1.

Any employee covered hereunder, on duty at night or on vacation, furlough, or on a day off, who is required to attend as a witness in any legal proceeding in his/her official capacity will in lieu of any witness fee to which he/she would otherwise be entitled, receive pay for the time during which he/she was in attendance at such proceeding which shall not be less than three (3) hours pay at time and a half or his/her regular base rate of pay. Providing it does not create a manpower problem, an officer by giving four (4) days notice, may receive compensatory time off instead of pay provided above.

Section 2.

Court time is subject to appropriate administrative reporting controls established by management.

ARTICLE XII
ATTENDANCE IN TRAINING PROGRAM

Section 1. When an employee is required by the Chief of the Department to attend a training program, time spent shall be considered the same as duty for pay purposes and the employees will be paid provided in this Agreement.

Section 2.

When training time is in excess of the average of forty (40) hours in a week, the officer shall be compensated as provided in Article IX, Section 3.

Section 3.

The Chief, at his/her discretion, may reschedule temporarily any employee from his/her regular full shift to another full shift during which the training program is scheduled to enable the employee to take such training within his/her basic work week.

ARTICLE XIII
LEAVE WITH PAY

Section 1.

Personal Day Off.

Employees covered by this Agreement shall each receive two (2) days off annually of their own choice for personal use without loss of pay, and the employee shall not have to give a reason when requesting the personal days except to state that he/she is requesting a personal day. Whenever possible, the employee shall give at least two (2) hours notice prior to the start of the shift on which the absence is to occur. Employees eligible for five (5) weeks vacation and employees hired on or after July 1, 1978 shall receive one personal day per year.

For the period of July 1, 2003 to June 30, 2004 only, one additional personal day will be granted. This provision does not carry beyond June 30, 2004.

Section 2.

Bereavement Leave.

In the event of a death occurring in the immediate family or family of his/her spouse, that employee shall be granted a minimum of three (3) calendar days and a maximum of five (5) days off without loss of pay. "*Immediate family*" shall consist of spouse, mother, father, child, sister, brother, mother-in law, father-in law, step-mother,

step-father, step-brothers, step-sisters, grandparents, or persons living in the immediate household.

Section 3.

Sick Leave.

Employees covered by this Agreement shall be allowed sick leave with pay for on-duty related injuries or sickness accrued at the rate of one and one quarter(1¼) days per month (fifteen (15) days per year), accumulation unlimited. Accumulated sick leave as of July 1, 1980 shall be accurately computed for each employee. The amount of accumulation shall be based upon fifteen (15) days per year for the total years of service of each employee. Subtracted from that are the actual sick days taken by each employee during his/her years of service. An employee may use up to five (5) days per year of his/her accumulated sick leave to care for a member of his/her "immediate family" which, for the purpose of this section, shall consist of spouse, mother, father, child, brother, mother-in-law, father-in-law, step-mother, step-father, step-brothers, step-sisters, or grandparents. The administrative controls set out in section 3 b. shall not apply

to such use.

The Chief may require a doctor's certificate When an employee is absent for three (3) consecutive days or is absent on five (5) separate instances in a contract year.

The Chief may require that the certificate be from a doctor 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 doctor, the employee shall pay for the examination and the report.

Properly reported job-related sickness or injury shall not be changed against accumulated sick leave. An employee disabled under the so-called heart or lung law who receives a medical determination that he/she will be unable to return to work shall apply for a disability retirement. In cases involving job-related sickness or injury, the Town may require an employee to be examined by a doctor of the Town's choosing.

Section 4.

Injury Leave.

An employee who is injured on duty (G.L.c. 41, §111F) will be carried on the day shift for administrative purposes. An employee on injury leave under G.L. c. 41 s. 111F for one month or more will not accrue sick or vacation leave nor be able to use benefits under section 2 of this article. An employee on injury leave under G.L.c.41 s. 111F will be able carry over the existing and accrued vacation at the time of injury.

ARTICLE XIV
UNION ACTIVITIES

Section 1.

Union Meetings.

The Town shall grant a leave of absence of two (2) days without loss of pay to not more than three (3) employees who attend the annual convention of Massachusetts Police Association as official delegates or alternates, provided said convention is held within the Commonwealth and further provided that not more than two delegates or alternates are selected from any one shift.

Section 2.

Grievances Hearing and Bargaining Meetings.

Members of the bargaining committee, or, in the case of a grievance hearing, the grievance committee, but in either case no more than three (3) in number shall have time off to attend all grievance hearings and bargaining meetings without loss of pay.

Section 3.

Employees Rights as Stated in Chapter 1078 of the Acts of 1973.

Employees shall have the right of self-organization and the right to form, join, or assist any employee organization for the purpose of bargaining collectively through representatives of their own choosing on questions of wages, hours, and other terms and conditions of employment, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection, free from interference, restraint, or coercion. An employee shall have the right to refrain from any or all such activities, except to the extent of making such payment of service fees to an exclusive representative as provided in Section Twelve of this Chapter 1078 of the Acts of 1973.

Section 4.

The Town recognizes its responsibility to furnish to each employee within a reasonable time of the signing of the new contract a copy of such contract.

ARTICLE XV
CLOTHING ALLOWANCE

Section 1.

Each employee shall receive a clothing allowance of five hundred dollars (\$500.00) during the first year of his/her appointment, and each year thereafter. Effective July 1, 1998, the annual clothing allowance shall be five hundred and seventy five dollars

(\$575.00). Effective July 1, 1999, the annual clothing allowance shall be six hundred and fifty dollars (\$650.00).

Section 2.

Any employee who is promoted in rank shall receive an additional one hundred and fifty dollars (\$150.00) in the contract year in which the promotion occurs to purchase necessary uniform items.

Section 3.

Any employee whose clothing is lost or damaged while he/she is performing his/her duties as a police officer may apply to the District Court for an appropriate order for reimbursement for such lost or damaged clothing. If the Court makes such an order, the Town shall reimburse the officer accordingly, and then the Town shall seek such reimbursement from the defendant in the court proceedings.

Section 4.

The commanding officer of each shift shall be required to wear a tie; all other shift personnel may wear a turtleneck shirt.

ARTICLE XVI
DISABILITY, INSURANCE AND RETIREMENT BENEFITS

The Disability, Insurance, and Retirement Plan presently in effect, including, but not limited to all past practices, interpretations and procedures shall continue for the life of this Agreement or any extension or removal thereof.

ARTICLE XVII
AGENCY FEE AND DUES DEDUCTION

Section 1.

As a condition of continued employment, all employees after the 30th day of employment or the 30th day following the execution of the Agreement, whichever is later, shall pay to the Union an Agency Fee commensurate with the cost of collective bargaining services.

Section 2.

The Town shall for the duration of this Agreement deduct regular periodic Union dues each week from the pay check of each employee who individually and voluntarily certifies in writing authorization for such deduction. The Union agrees to indemnify and save the Town harmless against any and all claims, suits, and other forms of liability arising out of the Agency Fee provision or the deduction of money so deducted once it has been turned over to the Treasurer of the Union by the Town.

Section 3.

The Town shall also make regular periodic deductions each week from the paycheck of each employee for the employee's credit union.

Section 4.

Deductions for non-bargaining unit employees who work details or other special assignments shall be made in accordance with paragraph G of the Memorandum of Understanding.

ARTICLE XVIII
STABILITY OF AGREEMENT

Section 1.

No amendment, alteration, or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by said parties.

Section 2.

The failure of the Town or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or the Union to future performance of any such term or provision, and the obligations of the Union and the Town to such future performance shall continue in full force and effect.

ARTICLE XIX
LEGALITY

It is understood and agreed that all provisions of this Agreement are subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings, and orders of all agencies and commissions having jurisdiction. In the event of any change in the said laws, regulations, rulings, or orders, the affected provisions of this Agreement shall be superseded, but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XX
PRIVACY

Section 1.

An employee shall be permitted at reasonable times at least quarterly, to review his/her personal file or dossier and shall have the right to refute derogatory statements therein. He/she shall also have the right to forbid and to limit disclosure of any information from the personal file or dossier to any non-governmental agency. On the request for such disclosure, the Town or the Police Department shall first obtain the employee's written permission.

Section 2.

Only written complaint against an officer will be considered by the Town. Such written complaint(s) will be processed by the Chief of Police.

Section 3.

No person and no body shall be given the address or telephone numbers of an officer without his/her expressed permission, unless the Town is required to disclose such information.

ARTICLE XXI
SAFETY

Section 1.

The Town shall continue the practice of initially issuing employees the equipment required by and under the rules and regulations of the Police Department.

Section 2.

The Town is concerned with the safety and health of its employees. The Town will continue to take steps to insure that working conditions are in compliance with applicable statutes.

Section 3.

Employees shall not be required to drive vehicles which are unsafe. At the beginning of each tour of duty, employees will inspect their vehicles. If a vehicle is unsafe, it shall be brought immediately to the attention of the employee's superior officer. If no action is taken, the employee shall in writing so notify the Chief of Police.

Section 4.

The Framingham Police insignia will be worn only by regular and provisional police officers.

Section 5.

A safety Committee will be appointed consisting of three members of the Union to be appointed by the Union officers and three members of management to include the Chief of Department (or his/her designee), the Personnel Director (or his/her designee) and the Town Manager (or his/her designee). The Chairmanship shall rotate and alternate commencing with a Union Chairman and change every six (6) months. Meetings will be held during the first week of each month, September through June.

Section 6.

Among the areas of concern of the Committee shall be any and all issues regarding the health and safety of the employees of the department.

ARTICLE XXII
EQUIPMENT

Section 1.

When new vehicles are purchased, six (6) such vehicles which are used by line personnel for sector patrol shall be air conditioned.

ARTICLE XXIII
FUNERAL AND BURIAL EXPENSES

Pursuant to Chapter 41, Section 100G, the Town shall pay funeral and burial expenses for police officers killed in the performance of their duties up to a maximum of seven thousand and five hundred dollars (\$7,500.00).

ARTICLE XXIV
WAIVER

The Union and the Town agree that each had a right to bargain for any provision that they wished in the 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 of all matters and that if other proposals have been made, they have been withdrawn in consideration of this Agreement.

ARTICLE XXV
SICK LEAVE BANK

Section 1.

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 serious illness shall be established.

Section 2.

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

Section 3.

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

Section 4.

The sick leave bank shall be administered by a sick leave bank committee consisting of six (6) members. Three (3) members shall be designated by the Employer to serve at its discretion and three (3) members shall be designated by the Union at its discretion. The sick leave 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.

- a) adequate medical evidence of serious illness.
- b) Prior utilization of all eligible sick leave.

Section 5

If, at any time, the sick leave bank falls below one hundred (100) sick leave days, it shall be replenished by the contribution of one (1) additional day of sick leave by each member of the unit staff covered by this Agreement. Such additional day will be deducted from the employee's annual fifteen (15) days of sick leave.

ARTICLE XXVI
NO SMOKING POLICY

Each sector will be provided with its own designated smoking location. Smoking on duty will be allowed in designated areas only. There will be no smoking in the cruisers. The designated smoking locations are as follows:

- Sector A: Framingham Fire Department Headquarters – Back Lot
- Sector B: Framingham Police Station – Rear Lot
- Sector C: Framingham, Route 9 Center Fire Station – Back Lot
- Sector D: Framingham, Nobscot Fire Station – Rear Lot

ARTICLE XXVII
SICK LEAVE BUY-BACK

Upon ordinary retirement or death, a bargaining unit member or his/her heirs shall be entitled to a buy-back of his/her unused accumulated sick leave over one hundred (100) days accumulation at the rate of one day for every five days (e.g. if the employee had one hundred and twenty (120) days of unused accumulated sick leave, he/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 five thousand dollars (\$5,000.00). For purposes of buy-back, one (1) day shall consist of twelve (12) hours pay at the employee's prevailing base rate of pay.

Notwithstanding the limits set out above, an employee who takes ordinary retirement, after giving the town at least four (4) months written notice of his/her intent to retire accompanied by the actual filing of his/her 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 case, the maximum value of such buy-back shall be ten thousand dollars (\$10,000.00).

ARTICLE XXVIII
MATERNITY LEAVE

The Town will provide maternity leave in accordance with M.G.L. c. 149, Section 105D and the Town's published Policy on Maternity Leave.

ARTICLE XXIX
LIMITED DUTY

Police Officers who are injured on duty or sick and who are out on sick leave or injury leave shall be eligible to participate in the light duty program set forth in this article.

Either a Police Officer or the Chief may request that a police officer perform light duty work pursuant to this article. Light duty work shall consist of: 1) dispatching, 2) training, 3) general clerical work, 4) computer operation, 5) teletype operator, 6) crime prevention, 7) assist in property and evidence room, 8) suicide prevention watch, 9) supervision (applicable to supervisors only), and 10) other limited or light duty tasks agreed upon by the Chief and the Union.

The Chief shall make reasonable efforts whenever possible to make assignments of light duty on the same shift as the police officer is currently assigned. The Chief may, however, assign light duty tasks to an injured police officer during the day shift When necessary.

In the event that the Chief requests a police officer to perform light duty, or the police officer requests light duty, the Chief shall determine whether an appropriate light duty position is available. If so the Chief shall provide in writing a written job description of such duties to the police officer. The police officer shall immediately take all reasonable steps necessary to present that job description to his/her physician and to request a letter from his/her physician as to whether or not the police officer is capable of performing said light duty position. The physician shall be asked whether the light duty position can be performed by the police officer and the number of hours such duty can be performed. The police officer shall obtain a written response from his/her physician stating his/her fitness to perform such light duty. As soon as possible after receipt of such medical information

stating that the police officer is capable of performing such light duty, the Chief may request the police officer to perform such light duty position.

If a police officer refuses the chief's request to perform light duty after there is medical verification that such police officer can perform light duty, said police officer shall be excluded from eligibility for this light duty program for five years and may not request light duty during this time.

In the event that there are no available light duty positions When such a request is made by a police officer, then the Town need not honor such request for light duty, but will give that police officer the next available light duty position if such police officer continues to be disabled. The Chief will not discriminate in filling light duty positions between those on sick or injury leave.

If an employee receiving sick leave and requesting light duty has not presented a letter from his/her physician stating that he/she is capable of performing light duty work, then such police officer may not invoke the grievance procedure, and the Union will not prosecute any such grievance.

It is understood that light duty work is temporary work during the duration or partial duration of the police officer's injury. Light duty positions are not intended to be permanent. A police officer may not be required to participate in such light duty work until he/she has been out on injury or sick leave for at least thirty calendar days. However, a police officer may voluntarily participate in such light duty work prior to the thirtieth day of such illness or injury.

Such light duty work shall also not apply to police officers who are injured, and who have applied for super annuation, disability or accidental disability retirement

benefits. However, a police officer who has so applied for retirement benefits may voluntarily ask to participate in this light duty program.

Notwithstanding anything therein to the contrary, dispatching or suicide prevention watch are voluntary light duty assignments and no employee shall be penalized for refusing to work at such assignments.

ARTICLE XXX
LIFE INSURANCE

The town agrees to establish and maintain life insurance coverage which covers all members of the bargaining unit in the event that any member of the bargaining unit dies in the lawful performance of his/her duty as a police officer. Death benefit payments will be made to the officers' stated beneficiaries in the sum of one hundred thousand dollars (\$100,000.00)

ARTICLE XXXI
DURATION

The provisions of this Agreement will be effective July 1, 2004 and will continue and remain in full force and effect through June 30, 2007 and shall be automatically renewed from year to year thereafter unless at least ninety (90) days prior to the expiration date either party notifies the other in writing of its desire to terminate this Agreement. , either party has the right to re-open negotiations specific to wages in year two (2) and three (3) of the contract. Request for wage re-opener must be agreed to by both parties and requested between April 1 and May 31 of the respective year.

ARTICLE XXXII

SICK LEAVE NON-USE BONUS

Beginning January 1, 2005, any officer who has not used any sick leave including sick leave for family illnesses for a period of one calendar year shall be granted three (3) days of compensatory time. This Article will expire at the end of the contract term.

ARTICLE XXXIII **BI-WEEKLY PAY**

Bi-weekly pay will be instituted, at management's discretion, if a majority of the Town's unions agree.

ARTICLE XXXIV **ETHICS POLICY**

The union agrees to accept the Town's policy on ethics without any further bargaining.

IN WITNESS THEREOF, the Town has caused this instrument to be signed and sealed by its proper officers hereunto duly authorized, and the Union has caused this instrument to be signed and sealed by its proper officers hereunto duly authorized, this

_____ day of _____, 2005

**TOWN OF FRAMINGHAM
BOARD OF SELECTMEN**

**LOCAL 475, INTERNATIONAL
BROTHERHOOD OF
POLICE OFFICERS**

SIDE LETTER AGREEMENT

KENNEDY-WESTERN

Any employee holding a degree as of July 1, 1993 will continue to be paid for said degree until December, 2003 or until he/she is no longer employed. The payment in December 1993 will include monies that were due in December 1991, 1992 and 1993.

An employee will cease receiving payments for Kennedy-Western degrees once he/she becomes eligible for compensation pursuant to G.L.c. 41 § 108L.

**TOWN OF FRAMINGHAM
BOARD OF SELECTMEN**

**LOCAL 475, INTERNATIONAL
BROTHERHOOD OF
POLICE OFFICERS**

Police Superior Officers

1.0200		Increase	July 1, 2004 - December 31, 2004			
2.00%						
		Step 1	Step 2	Step 3	Step 4	Step 5
PS	2	45,839	47,245	48,648	50,109	51,612
PS	3	52,709	54,334	55,945	57,623	59,353
PS	4	60,619	62,483	64,337	66,268	68,255
An employee must hold the position of Captain for eight (8) years before attaining step five (5)						
An employee must hold the position of Lieutenant for eight (8) years before attaining step five (5)						
An employee must hold the position of Sergeant for eight (8) years before attaining step five (5)						

Police Superior Officers						
1.0100		Increase	January 1, 2005 - June 30, 2005			
1.00%						
		Step 1	Step 2	Step 3	Step 4	Step 5
PS	2	46,297	47,717	49,134	50,610	52,128
PS	3	53,236	54,877	56,504	58,199	59,947
PS	4	61,225	63,108	64,980	66,931	68,938
An employee must hold the position of Captain for eight (8) years before attaining step five (5)						
An employee must hold the position of Lieutenant for eight (8) years before attaining step five (5)						
An employee must hold the position of Sergeant for eight (8) years before attaining step five (5)						
Police Superior Officers						

1.0200		Increase	July 1, 2005 - December 31, 2005				
2.00%							
1.13			Add additional 13% to salary grades				
			Step 1	Step 2	Step 3	Step 4	Step 5
PS	2		53,362	54,998	56,632	58,333	60,083
PS	3		61,360	63,252	65,126	67,080	69,095
PS	4		70,569	72,738	74,896	77,145	79,458
An employee must hold the position of Captain for eight (8) years before attaining step five (5)							
An employee must hold the position of Lieutenant for eight (8) years before attaining step five (5)							
An employee must hold the position of Sergeant for eight (8) years before attaining step five (5)							

Police Superior Officers							
1.0100		Increase	January 1, 2006 - June 30, 2006				
1.00%							
			Step 1	Step 2	Step 3	Step 4	Step 5
PS	2		53,896	55,548	57,199	58,916	60,684
PS	3		61,974	63,884	65,778	67,751	69,786
PS	4		71,274	73,346	75,645	77,917	80,253
An employee must hold the position of Captain for eight (8) years before attaining step five (5)							
An employee must hold the position of Lieutenant for eight (8) years before attaining step five (5)							
An employee must hold the position of Sergeant for eight (8) years before attaining step five (5)							
Police Superior Officers							

1.0200		Increase		July 1, 2006 - December 31, 2006			
							2.00%
		Step 1	Step 2	Step 3	Step 4	Step 5	
PS	2	54,974	56,659	58,343	60,094	61,898	
PS	3	63,213	65,162	67,094	69,106	71,182	
PS	4	72,699	74,934	77,158	79,475	81,858	
An employee must hold the position of Captain for eight (8) years before attaining step five (5)							
An employee must hold the position of Lieutenant for eight (8) years before attaining step five (5)							
An employee must hold the position of Sergeant for eight (8) years before attaining step five (5)							

Police Superior Officers							
1.0100		Increase		January 1, 2007 - June 30, 2007			
							1.00%
		Step 1	Step 2	Step 3	Step 4	Step 5	
PS	2	55,524	57,226	58,926	60,695	62,517	
PS	3	63,845	65,814	67,765	69,797	71,894	
PS	4	73,426	75,683	77,930	80,270	82,677	
An employee must hold the position of Captain for eight (8) years before attaining step five (5)							
An employee must hold the position of Lieutenant for eight (8) years before attaining step five (5)							
An employee must hold the position of Sergeant for eight (8) years before attaining step five (5)							