

Framingham Professional Union
Collective Bargaining Agreement
July 1, 2017 – June 30, 2020

AGREEMENT
BETWEEN
THE TOWN OF FRAMINGHAM
AND
FRAMINGHAM PROFESSIONAL UNION
SEIU, LOCAL 888
Effective
July 1, 2017 – June 30, 2020

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ARTICLE 1
Recognition

Section 1.1: The Town recognizes the Local 888, SEIU as the exclusive, certified representative for all full-time and regular part-time professional and administrative employees of the Town of Framingham who work not less than 20 hours during the regular work week, and listed in Section 1.2 below, but excluding all clerical employees, all employees of the Town's Department of Public Works, Police Department, and Fire Department, all other currently represented employees, all Human Resources employees, and all managerial and confidential employees. For purposes of this Agreement, "professional employees" shall have the meaning set forth in G.L. c. 150E § 1. "Administrative employees" shall mean non-clerical office employees, whose work usually does not involve manual labor, who hold responsible positions involved in carrying out Town policies, programs and statutory obligations, who are neither managerial nor confidential.

Section 1.2: The Town recognizes the Union for the purposes of collective bargaining pursuant to G.L. c. 150E for the positions listed below, the titles of which may change over time as job descriptions are updated:

Field Assessors, Electrical Inspectors, Building Plans Examiners, Code Enforcement Inspectors, Code Compliance Officers, Local Building Inspectors, Inspectors, Assistant Sign Officers, Plumbing and Gas Inspectors, Inspector of Weights and Measures, Sealer of Weights and Measures, Chief Public Health Nurse, Public Health Nurses, Chief Public Health Inspector (formerly Chief Sanitarian), Public Health Inspectors (formerly Sanitarians), HSG Rehab Coordinators, Social Service Director, Assistant Social Service Director, Assistant Social Worker, Community Intervention Specialist, Senior Planner-Community & Economic Development, Program Coordinators and System Project Managers.

Section 1.3: Any new position created by the Town which would be considered within the group of employees described in Section 1.1 shall be a subject of bargaining between the parties to determine its impact on the unit. In no case shall this impact bargaining prevent the Town from creating a position or establishing a compensation schedule for this position.

ARTICLE 2
Management Rights

Section 2.1: The Union recognizes the right of the Town and its representatives to manage and direct the employees covered by this Agreement. 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.

Section 2.2: The list of the following specific rights of management in this article is not intended to be a waiver of any of the rights of the 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.

Section 2.3: Among the management rights vested solely in the Town are the rights, in accordance with applicable law, and consistent with the provision of this Agreement, to appoint, promote, assign and transfer employees; to establish qualifications, specifications and classifications for positions and determine the necessity for filling a vacancy; to direct employees, to evaluate the performance of an employee; to assign additional, lesser or different work or responsibility to an employee; to determine the qualifications and competence of an employee; to take disciplinary action against employees for just cause; to relieve employees from duties because of lack of work or lack of money; to maintain and improve the efficiency

of governmental operations; to set standards for quality of service; to determine the facilities and methods by which the Town's operations are to be conducted, including but not limited to work locations and hours, employee work schedules, and the use of temporary and part-time employees; to introduce new programs and procedures; and to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement.

ARTICLE 3 **Union Security**

Section 3.1: The Union dues of employees covered by this Agreement will be deducted by the employer from the wages of each employee covered by this Agreement who has signed an authorization form for the deduction of such dues, and presents it to the Treasurer of the Town in accordance with the provisions of Section 17A of Chapter 180 of the General Laws, as amended. The amount of such dues shall be in accordance with the Constitution of the Union, as certified to the Town Treasurer from time to time.

Section 3.2: In accordance with the provisions of General Laws, Chapter 180, Section 17G, the employer also agrees to deduct any agency service fee, as a condition of employment, from the salary of every employee in the bargaining unit who has not executed an authorization for deduction of Union dues as provided above.

Section 3.3: The erroneous deduction by the Town of Union dues or agency service fees from the wages of any employee who is not covered by this Agreement shall not be a basis for the particular employee, or the job position or classification in which the particular employee serves, to be accreted into the bargaining unit.

Section 3.4: Providing there is no equipment breakdown or personnel shortage, the Town shall remit to the Union Treasurer by the second pay period of the succeeding month the deducted union dues and agency fees, together with a list of the employees from whose wages, such union dues and agency fees shall have been deducted and the amount of such deductions. The Town Treasurer shall require of the Union Treasurer such bond and in such form as shall satisfy the Town Treasurer in accordance with the provisions of Section 17A and 17G of Chapter 180 of the General Laws. The Union further agrees that it shall indemnify and save the Town harmless against any claim, demand, suit, or other form of liability that may arise out of or by reason of action taken by the Town for the purpose of complying with this Section. The dues/service fee check shall be accompanied by a copy of all bargaining unit Personnel Action forms generated during that previous month.

ARTICLE 4 **Committee on Political Education**

Section 4.1: The Employer will honor voluntary contribution deduction authorizations from employees in the bargaining unit for contributions to SEIU Committee on Political Education (COPE). The employer, upon demand of the Union and a forty-five (45) day notice in writing to the employer, will deduct the authorized amounts from individual employees' paychecks and promptly remit those sums to SEIU, Local 888, along with a list of employees who have had amounts deducted and amounts for each of those employees.

ARTICLE 5 **Union Rights**

Section 5.1: The Union shall furnish the Employer with a written list of Union representatives immediately after the designation of such representatives; and the Union shall notify the Employer of any changes in the list of representatives.

Section 5.2: The Union Officers shall be granted reasonable time off from work with full pay for the purpose of meeting with management to present and adjust grievances at levels one, two and three of the grievance procedure. Permission for time off shall be requested as far in advance as possible except in emergency situations and where practical no less than twenty-four (24) hours in advance of the proposed meeting time.

Section 5.3: If collective bargaining meetings with management are scheduled during working hours, members of the bargaining team will be excused from work with full pay to attend such meetings.

Section 5.4: Two (2) union representatives will be granted reasonable time off with pay for the purpose of attending the annual union convention.

Section 5.5: The Town shall provide forty (40) hours, in the aggregate, of paid release time, annually, for union officials and representatives to attend union training, bargaining preparation meetings and for other union business with prior notification to the Town Manager.

Section 5.6: Bulletin boards shall be provided for the use of the Union. The Union is responsible for maintaining the bulletin boards.

ARTICLE 6 **No Strike Provision**

Section 6.1: Consistent with G.L. c. 150E § 9A, employees covered by this Agreement shall not engage in, participate in, induce, encourage or condone any strike, work stoppage, slowdown or withholding of services of his own or those of any other employee. Conduct in violation of this Article may be grounds for discipline.

ARTICLE 7 **Seniority Language**

Section 7.1: The length of service of the employee with the Town of Framingham shall determine the seniority of the employee, regardless of whether she/he is regular part-time or full-time.

ARTICLE 8 **Probation Period**

Section 8.1: The first six (6) months of continuous employment after the initial hiring date shall be considered a probationary period.

Section 8.2: The Town reserves the right to terminate any employee during the employee's probationary period if in the judgment of the Town Manager or the employee's supervisor the employee is not qualified to perform the duties of the position.

Section 8.3: Any termination pursuant to Section 5.2 shall not be subject to the grievance procedure of this Agreement. Employees shall otherwise enjoy all rights and benefits as provided by the collective bargaining agreement, except for just cause, until the term of this probation period has been met.

Section 8.4: The probationary period may be extended for a reasonable time by mutual written agreement between the Town and the Union.

ARTICLE 9
Personnel Records

Section 9.1: Personnel files are confidential files and its contents must be kept confidential at all times, subject to the provisions of the Town's Personnel Records Policy. There shall be only one official personnel file for each employee. Said personnel file shall remain in the custody of the Director of Human Resources or his/her designee at all times. The employee may show his/her file to anyone upon written authorization to the Director of Human Resources or his/her designee. The employee will be notified within 10 days of when any material has been placed in his/her personnel file pertaining to his/her job performance that may result in disciplinary action. The employee shall be given the opportunity to respond in writing to such material and such response shall be filed in his/her personnel file.

Section 9.2: Every employee is entitled to review and reproduce his/her own personnel file twice per calendar year; provided, however, that the notification and review caused by the placing of negative information in the personnel file set forth in Section 13.1 above shall not be deemed to be one of the two annually permitted reviews. The Town may grant reasonable additional requests by an employee to review their personnel file beyond the two annually permitted reviews. Requests to review personnel files must be in writing and shall be handled pursuant to the Town's Personnel Records Policy.

Section 9.3: At any reasonable time, an employee may request and receive information as to the number of sick and vacation days he/she has used and the number of sick and vacation days he/she has to his/her credit.

ARTICLE 10
Health Insurance

Section 10.1: The town will continue to offer group life and accidental death and dismemberment insurance, as well as group medical and dental coverage for all employees in the bargaining unit who are eligible for such coverage. The provision of these benefits is subject to coalition bargaining between the town and employee representatives.

ARTICLE 11
Work Hours

Section 11.1: The work hours for the employees covered by this bargaining unit shall be established by individual employees' Department Head and/or Appointing Authority, and may differ from employee to employee and from week to week depending upon the needs of the department and the Town.

Section 11.2: The work week for bargaining unit members shall be 37.5 hours in a consecutive seven (7) day period, starting Sunday and ending Saturday.

Section 11.3: The maximum number of hours that a bargaining unit member may work in a single day (24 hour period, starting 12:00 AM and ending 11:59 PM) is 7.5 hours, unless authorized by the member's Department/Division Head.

Section 11.4: For required and authorized hours worked in excess of 37.5 hours up to and including 40 hours in a single work week, bargaining unit members shall be paid at straight time or allowed compensatory time at the employees option at the rate of one hour of compensatory time for one hour worked.

Section 11.5: For required and authorized hours worked in excess of 40 hours in a single work week, bargaining unit members shall be paid overtime at the rate of one and a half hours' time for one hour worked

or allowed compensatory time at the employee's option at the rate of one and a half hours of compensatory time for one hour worked.

- (a) Employees covered by this agreement member must schedule compensatory time off in advance with his/her supervisor. Compensatory time must be taken or paid for within ninety (90) days of the date it is earned. An employee must use compensatory time prior to using any vacation time.
- (b) Employees may accumulate thirty-seven and a half (37.5) hours of earned compensatory time in any fiscal year. When an employee reaches thirty-seven and a half (37.5) hours of compensatory time, all additional overtime will be paid out at straight time up to forty (40) hours and then time and a half over forty (40) hours.
- (c) Any compensatory time not take by June 30 of any fiscal year, will be paid in the first pay period in July of each fiscal year.
- (d) Upon promotion or transfer to another department or position, compensatory time will be paid out at the member's current rate of pay prior to the promotion or transfer on or before the next regular payday following the date of transfer.
- (e) Upon termination (including resignation and retirement) of an employee covered by this agreement, compensatory time will be paid at the member's current rate of pay at the time of termination by the department on or before the next regular payday following the date termination.

Section 11.6: Holiday, sick, vacation and personal leave hours are not considered hours worked.

Section 11.7: The Union shall be provided a written copy of each department's procedures regarding obtaining prior authorization and emergency situations. Failure to obtain authorization to work hours in excess of 37.5 hours in a single work week may be grounds for discipline.

Section 11.8: Call Back Pay:

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

ARTICLE 12 **No Smoking**

Section 12.1: Employees covered by this Agreement shall comply with the Town's Policy on Smoking in the Workplace dated January 1, 2005. Conduct in violation of this Article may be grounds for discipline.

ARTICLE 13
Vacancies

Section 13.1: Vacancies and/or newly created positions in the bargaining unit will be posted on department bulletin boards, for a period of five (5) working days.

Section 13.1a: The town will notify the union president or his/her designee, by email, of a bargaining unit vacancy within seven (7) days of former employee's last day on payroll.

Section 13.2: Employees of the bargaining unit having the qualifications to fill a posted position and desiring to be considered shall apply in the manner provided in the job posting.

Section 13.3: Employees of the bargaining unit will be considered before an individual from outside is appointed to fill a vacancy, but the town reserves the right to hire applicants not covered under the Agreement.

Section 13.4: Any employee, who applied for a position which was posted, and not selected, shall be given denial in writing if he/she so requests.

Section 13.5: For those existing bargaining unit members receiving the position, the first six (6) months of continuous employment after the hiring date for the vacant position shall be considered a probationary period in accordance with Article 8 of this Agreement.

Section 13.6: Upon promotion, an employee shall be placed at a step within their new grade which is equivalent to the base rate in their current position without resulting in a decrease in base pay. The date of said promotion shall become the employee's annual step date.

ARTICLE 14
Reduction in Force

Section 14.1: Employees shall have seniority rights in their specific classification according to date of hire in that classification. Where there are Departments served by a single unit member within his/her classification, longevity and seniority rights will apply. In the event that there are classifications served by a single unit member, seniority will be determined by longevity.

Section 14.2: In the event of a reduction in force termination or a reduction of hours, part time employees in a particular classification shall be terminated or reduced before any full time employees in the same classification.

Section 14.3: In the event of a reduction in force termination, affected employees shall be entitled to be compensated for all compensatory time and all vacation days to which they are entitled as of the layoff date.

Section 14.4: An employee who is terminated due to a reduction-in-force and subsequently is rehired by the Town within a period of two (2) years shall be credited at that time for his/her prior continuous service for the purpose of longevity and vacation eligibility only. Should prior continuous service have been worked on a part-time basis, credit shall be given provided the average hours were equal to or greater than twenty (20) hours per week over the work period. Said credit for such part-time continuous service shall be computed on a pro-rata basis, however.

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

ARTICLE 15
Grievance Procedure

Section 15.1: Grievance:

- (a) "Grievance" is hereby defined to mean a dispute involving the meaning, interpretation, violation or application of this Agreement.
- (b) Employees shall not be disciplined or discharged except for just cause. No notice of reprimand shall be placed in an employee's file unless first shown to the employee. An employee shall have the right to inspect his or her personnel file. An employee shall also have the right upon request to have a union representative present at any meeting in which disciplinary action is taken.

Section 15.2: Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and to the Union shall permit the aggrieved party or parties to proceed to the next step. A working day shall be Monday through Friday, excluding holidays.

Section 15.3: Failure at any step of this procedure to appeal the decision to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

Section 15.4: No reprisal of any kind shall be taken by any party of this Agreement against any party in interest, any witness, any members of the Union or any other participant in the grievance procedure by reasons of participation.

Section 15.5: Procedure:

- Step 1: The grievance shall be presented by the Union in written form to the employee's Division Head within ten (10) working days after the occurrence of the matter which gave rise to the grievance. The Division Head shall hold a meeting on the grievance with the employee and the representative(s) of the Union within ten (10) working days of receipt of the written grievance. The Direct Supervisor shall give his/her answer in writing within ten (10) working days of the date of the meeting.
- Step 2: If the reply does not resolve the grievance, or the Division Head fails to reply, the Union within ten (10) working days may refer it in writing to the Town Manager or designee. The Town Manager and/or its authorized representative, the employee and the representative(s) of the Union will meet within ten (10) working days after receipt of the written grievance for further discussion thereof in an attempt to dispose of such grievance. The response of the Town Manager shall be due in writing within ten (10) working days of the date of the meeting.
- Step 3: If the reply does not resolve the grievance, or the Town Manager/designee fails to reply, the Union may submit the grievance to arbitration in accordance with the voluntary rules of the American Arbitration Association. A written demand for arbitration must be received by the Town within thirty (30) calendar days of receipt of Step 2 answer or when Step 2 answer was due, whichever is first. The decision of the arbitrator on all questions of fact shall be final and binding on both parties. The arbitrator shall not have the power to amend, add to, or alter the provision of the agreement but shall, within a reasonable time of his appointment, render a decision based on the evidence submitted by the parties, which decision shall be consistent with the provisions of this Agreement.

Section 15.6: No employee shall have the right to require arbitration, that right being reserved to the Union and the employer.

Section 15.7: Each party shall bear the expense of preparing and presenting its own case. The cost of the arbitrator and incidental expenses mutually agreed to in advance shall be shared equally between the two parties.

Section 15.8: Any of the time limits set forth herein may be extended by mutual written agreement of the parties. Time limits applicable to Steps 1 and 2 of the grievance procedure may be extended by agreement of the person from the Town responsible for responding to that particular grievance step, and by the Union Steward. Time limits applicable to Step 3 of the grievance procedure may be extended by agreement of the Town Manager and the Union's regional representative or counsel.

ARTICLE 16 **Performance Evaluation**

Section 16.1: Performance evaluations of employees shall be in accordance with the Town's Policy on Performance Review.

Section 16.2: If an employee covered by this agreement obtains a certification or license that was recommended during the prior year's performance review, the employee may be eligible for an additional step increase if the evaluation is excellent.

Section 16.3: Any employee who becomes MAA certified will receive a step increase at the time of presenting certificate to supervisor. This step will not impact regular step date.

ARTICLE 17 **Leaves of Absence**

Section 17.1: Bereavement Leaves:

In the event of a death in an employee's immediate family, he/she shall be eligible for up to five (5) days leave with pay. Additional days without loss of pay, if needed, may be granted at the discretion of the Town Manager. Immediate family shall be defined as the employee's spouse, children, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents or legal guardian.

Eligible employee will be granted a period of one (1) work days' absence, if necessary, without loss of pay each time there is a death of the employee's aunt or uncle.

When there is a death in the family other than those listed above, bereavement leave may be granted at the discretion of the Department Head with the approval of the Town Manager. For all death related absences other than those listed above or otherwise approved by the Town Manager, the employee is required to use personal or vacation time or not be paid for the day(s).

The employee must notify his/her supervisor of the death and request bereavement leave, and provide the supervisor with a copy of the death notice if requested do so.

Section 17.2: Jury Duty:

Employees will be compensated the difference between their regular week's pay and the amount of the court pay voucher as applicable by law. This compensation does not take into consideration travel and other allowances paid by the court. Employees must submit documentation as provided by the court of demand for jury duty and completion of such.

Employees subpoenaed to appear in court on Town related business are compensated at their regular week's pay

Section 17.3: Maternity leave:

Consistent with current practice, the Town will provide maternity leave in accordance with Massachusetts General Laws, Chapter 149, Section 105D and the Town's published Policy on Maternity Leave. Maternity Leave will run concurrently with the Town of Framingham Family Medical Leave as outlined in policy.

Section 17.4: Military Leave:

Consistent with current practice, the Town will provide military leave in accordance with Massachusetts General Laws, Chapter 149, Section 52A and the Town's published Policy on Military Leave.

Section 17.5: Family Medical Leave:

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

Section 17.6: Small Necessities Leave:

Consistent with current practice, the Town will provide leave in accordance with Small Necessities Leave Act and the Town's published Small Necessities Leave Policy.

Section 17.7: Unpaid Leave:

Unpaid leave is available to eligible employees covered by this Agreement pursuant to the Town's Policy on Unpaid Leave of Absence.

ARTICLE 18
Holidays

Section 18.1: The following holidays shall be recognized by the Town on the day on which they are **legally observed by the Commonwealth of Massachusetts. On said days, all employees covered by this Agreement shall be excused from all regularly scheduled duty without loss of pay, except in cases where the Town Manager or Department Head determines that the employee's service is required to maintain essential services:**

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
	Christmas day

Section 18.2: When any of the above holidays fall on Sunday that holiday will be recognized an observed on Monday following that Sunday. When one (1) of these days falls on Saturday, the preceding Friday will be observed as the holiday by the Town Departments.

Section 18.3: When one (1) of the above holidays fall during an employee's vacation leave, the holiday shall be counted as a paid holiday in accordance with Section 15.1, and will not count against the employee's vacation leave.

Section 18.4: Non-exempt employees required by their Department Head or the Town Manager to work on a recognized holiday shall be paid at time and one-half their regular rate of pay for the hours worked on the holiday in addition to payment for the regularly scheduled hours for that holiday. Exempt employees may elect to earn compensatory leave at the rate of time and a half for all hours worked on a recognized holiday, in addition to pay for the regularly scheduled hours for that holiday.

Section 18.5: In addition to the days listed in Section 18.1 above, all employees covered by this Agreement shall have one (1) floating holiday that may be used during the anniversary year and cannot be carried over into the next anniversary year.

Section 18.5 a: Members of the bargaining unit may receive the Friday after Thanksgiving Day off only if Framingham Town Hall is closed and the closure is recommended by the Town Manager and approved by a vote of the Selectmen. This action will not be considered a practice, is not precedent setting and is not subject to Article 15 Grievance Procedure. Closing for the day after Thanksgiving will be considered on an annual basis. Town Hall may or may not be closed depending on approval by the Town Manager and/or the Selectmen.

Section 18.6: In order to be eligible for holiday pay, a regular employee must have worked the last regularly scheduled workday before and the first regularly scheduled workday following the holiday unless the absence is excused and approved by the Department Head or Town Manager. A Department Head may request a doctor's note as documentation for any sick calls that fall on the last regularly scheduled workday before or the first regularly scheduled workday following a holiday. If the absence is not excused, the employee will not be entitled to be paid for either the day absent or the holiday. Employees in a no-pay status will not receive holiday pay.

Section 18.7: Part-time employees covered by this Agreement and working the schedule of twenty (20) hours per week but less than the established weekly hours shall be eligible for holiday pay in proportion to the relationship of the individual's annual scheduled hours to that of the established annual hours if the holiday falls on a day of their regular work schedule.

ARTICLE 19 **Longevity**

Section 19.1: Effective 7/1/2017, eliminate Longevity pay and add steps 11 and 12 to the pay scale.

ARTICLE 20 **Sick Leave**

Section 20.1: Sick leave shall accrue to full-time permanent employees at the rate of one and one-quarter (1¼) days per month. An unlimited number of sick days may be accumulated. All oversight of sick leave will be updated no less than monthly by designated department employee.

Section 20.2: Regular part-time employees shall accrue sick leave on a pro-rated basis, in the ratio that their part-time employment bear to full-time employment. Said sick leave may be accumulated without limit.

Section 20.3: Sick leave shall only be used for personal injury or illness. The use of sick leave for routine appointments or absences is prohibited.

Section 20.4: An employee will not accrue sick leave benefits for any calendar month in which he/she was on leave without pay, absent without pay, or on worker's compensation for more than five (5) days

Section 20.5: In the event an illness extends beyond three (3) consecutive workdays, a doctor's certificate shall be required as to nature of illness, the condition of the employee, and the ability of the employee to resume work. When the Town Manager or Department Head has reason to believe that an employee is abusing sick leave, she/he shall require the employee to provide verification of illness from a physician. Any employee who does not provide such documentation, when requested, within five (5) working days, shall be denied payment for the absent days in question and may be subject to disciplinary action. In cases where the Town Manager or Department Head has reason to believe that there is a pattern of sick leave abuse, she/he also may require the submission of a doctor's certificate for future illnesses in that fiscal year.

Section 20.6: Up to four (4) days sick leave may be used per fiscal year for the care of the employee's spouse, children, parents, and members of the employee's immediate household due to serious illness. A Department Head may require a physician's statement attesting to the illness of the member of the household and the need for the employee's absence to care for the family member.

Section 20.7: An employee who uses no sick leave in his/her anniversary year (based upon date of hire) shall accrue five (5) extra sick leave days for that year or twenty (20) sick leave days for that anniversary year.

Section 20.8: Accrued personal sick leave may be used to supplement Workers' Compensation benefits.

Section 20.9: Sick leave may be available from The Framingham Administrators and Professional Sick Bank Policy as set forth in Article 22.

Section 20.10: If the employee is to be absent from work due to sickness or injury, he/she shall notify his/her Department Head no less than 30 minutes prior to the start of that employee's workday unless otherwise directed by the Department Head. Failure to notify the Department Head shall be grounds for the denial of sick leave and the absence shall become unexcused absence. In this case, the non-work day will become an unpaid day and the employee may be subject to disciplinary action.

Section 20.11: An employee who exhausts their sick leave and is not eligible for or denied use of the Framingham Administrators and Professional Sick Bank shall be docked personal and/or vacation time by the number hours that exceeded the available sick time. This action shall be automatic. If there is no vacation or personal time accrued, the days will be unpaid.

Section 20.12: In order to ensure fitness to perform the essential functions of their positions, employees may be required to submit medical verification of their current ability to perform their essential job functions upon return to work following use of sick leave in the discretion of the Town Manager or the employee's Department Head.

Section 20.13: Sick time use will be tracked by Department Heads and will be kept on file in the Human Resources Department and incorporated into the payroll process.

ARTICLE 21

Sick Leave Buyback

Section 21.1: Upon ordinary retirement or death, the Town will buy back from a bargaining unit employee or his/her heirs, any unused accumulated sick leave, in accordance with the formula:

Days of unused, accumulated sick leave beyond 100 and up to a maximum of 200 days shall be subject to buy-back at the rate of one for every five days remaining, with one day defined as a normal work day at the employees prevailing rate of base pay, and a maximum payment of \$3,000.

Section 21.2: Notwithstanding the limits set out above, an employee who takes ordinary retirement, after giving the Town at least four 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 20 days of unused, accumulated sick leave, using the same formula as is set forth above. In such a case, the maximum value of such buyback shall be \$6,000.

ARTICLE 22 **Sick Leave Bank**

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

Section 22.2: The Town shall make a one-time start-up contribution of fifty (50) days upon execution of this agreement which shall be transferred from the non-bargaining personnel Sick Leave Bank.

Section 22.3: Employees shall not be obligated to contribute if on any July 1st the Sick Leave Bank has a balance of more than two hundred (200) days.

Section 22.4: Withdrawals from the bank shall be approved by a majority vote of a Sick Leave Bank Committee consisting of three (3) persons designated by the Union and three (3) persons designated by the Town Manager. In the event of a split decision, the Town Manager shall be considered an ex-officio member of the Sick Leave Bank Committee, and as such, shall render a final determination concerning a request to withdraw days from the Sick Leave Bank.

Section 22.5: Withdrawals may be made for no more than twenty (20) day increments.

Section 22.6: In order to be eligible to draw from the sick leave bank, the employee must:

- (a) Have been employed by the Town for at least one (1) year;
- (b) Be absent because of a personal illness or injury anticipated to last more than eight (8) weeks;
- (c) Completed a Town-supplied Sick Leave Bank request form;
- (d) Verify said illness or injury and the expected length of the absence in accordance with the provisions outlined in Article 17, and to the extent requested by the Sick Leave Bank Committee;
- (e) Have exhausted their accumulated sick leave, or expect to exhaust their sick leave during the anticipated absence;

Section 22.7: Decisions made by the Sick Leave Bank Committee shall be final and binding and not subject to reversal by the Town, appeals or grievance/arbitration.

ARTICLE 23
Vacation Leave

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

Completion of Continuous Service Annual Vacation Leave

Less than Five Years: Two weeks

More than Five Years - Less than Ten: Three weeks

More than Ten Years - Less than Twenty: Four Weeks

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

Twenty Years and beyond: Five Weeks

One-twelfth of an employee's annual vacation leave will be credited to an employee's bank, proportionate with the above listed schedule, on a monthly basis.

Section 23.2: Regular part time employees working a regularly scheduled work week of 20 twenty hours or more but less than 37.5 hours shall be entitled to vacation leave in the same proportion that their scheduled hours bear to the regular schedule hours of full-time employees. Vacation leave may only be borrowed within four weeks of the accrual/anniversary date of employment.

Section 23.3: All vacation requests are subject to the approval of the Department Head and shall be subject to departmental guidelines regarding staffing levels, peak work periods and vacation approval. Requests for Vacation Leave must be made in writing via use of the Town of Framingham Time Usage Request Form.

Section 23.4: Employees will be eligible to accrue vacation leave upon completion of their first month of employment although no vacation time will be available for use prior to an employee completing six months of service. New employees will be allowed to use up to one week of accrued vacation time after six months of employment. If an employee leaves the service of the Town before completing one full year of service, that vacation time taken, prior to the completion of one year, must be "repaid" to the Town. Only those who continue employment with the Town beyond one year of continuous service are considered to have earned their full vacation leave entitlement.

Section 23.5: Vacation time will be allocated through the Payroll Department monthly, at the end of each month. Accrual rates will be updated, as appropriate on each corresponding anniversary date in accordance with the schedule listed above (5 years, 10 years, 20 years). This is time earned for completion of the prior year of service (ie: an employee must complete five years of service in order to be eligible for 15 vacation days).

Section 23.6: Vacation time, used and available balance will be indicated on each individual's pay stub and will be tracked in hours, not days. Vacation time may not be taken in increments less than two hours at one time.

Section 23.7: An employee may, with the written consent of the Town Manager, accrue vacation amounts beyond those stated in this policy. Employees must use their annual entitlement of vacation leave before their next anniversary date. Vacation leave may be carried over annually with the written approval from the

Town Manager or his designee. Documentation of such approval is mandatory in order for an employee to be credited with carry over vacation leave. Vacation leave, which has been carried over, must be used within 90 days of the anniversary date of employment unless authorized by the Town Manager. Vacation leave may only be borrowed within four weeks of the accrual/anniversary date of employment.

Section 23.8: Employees who are have left the Town of Framingham, in good standing, and are rehired within a period of two years, shall be credited with his/her prior service for the purpose of calculating continuous service for vacation accrual for the vacation benefit levels set forth in Section 23.1.

Section 23.9: Vacation benefits do not accrue while an employee is in unpaid status.

Section 23.10: Vacation benefits do not accrue for employees out on Worker's Compensation for more than one continuous month (unless otherwise entitled by law).

Section 23.11: Use of excess vacation time will result in a no-pay status for the number of hours used beyond available vacation time.

ARTICLE 24 **Non-Discrimination**

Section 24.1: The Town and the Union agree that, consistent with their present policy and practice, they shall not discriminate against any member on the basis of race, creed, color, national origin, sex, sexual preference, age, physical handicap, religious belief, union activity, participation in or association with the activities of any employee organization, or any other basis protected by law.

ARTICLE 25 **Education**

Section 25.1: Bargaining unit members shall be eligible for tuition reimbursement pursuant to the Town's Educational Tuition Reimbursement Policy. The Town will reimburse the following amounts for job related courses and subject to annual appropriation:

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

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

Section 26.1: The Town agrees to reimburse employees who for the reasonable costs of obtaining and maintaining certificates or licenses that are beyond those required by statute, job and employment qualifications or requirements, or any combination thereof, for an employee's position but that are reasonably related to the employee's position and job duties and provide a benefit to the Town, as determined by the Town Manager/Designee in their sole discretion. It is expressly understood that employees shall address requests for reimbursement in writing, on a form provided by the Town, to the Town Manager/Designee (including information about fees, tuition, and related expenses as determined to be appropriate and necessary in the sole discretion of the Town Manager/Designee) for approval before incurring any expenses toward such certificate or license. Further, it is expressly understood that employees shall provide their Division Head with copies of said certifications or licenses and the approved request for reimbursement to be eligible to receive reimbursement from the Town. If the employee fails to renew or to maintain a current license or certificate for which the Town had previously reimbursed the employee, the Town shall not reimburse the employee for any costs to re-obtain the license or certificate.

Section 26.2: The Town shall pay for membership fees for state and national professional associations reasonably related to the employee's position and job duties, not to exceed three-hundred dollars (\$300.00) per unit member per year. To be eligible to receive payment for such membership fees, unit members must submit a written request, on a form provided by the Town, to the Town Manager/Designee for approval prior to the employee incurring any fees.

Section 26.3: The Town will provide appropriate training for any technological changes that have a significant and adverse impact on the bargaining unit members. Any such training shall be at no cost to the bargaining unit member.

ARTICLE 27 **Labor/Management Committee**

Section 27.1: In recognition that this is a new bargaining unit, the unit shall designate a standing committee consisting of the Union representative and the employee chairperson of the Union, which committee may, upon request of the bargaining unit or the Town, periodically meet with the HR Director and other representatives of management, as may be appropriate based on the particular issue, to discuss matters of concern to the bargaining unit or the Town.

Section 27.2: The party requesting the meeting shall submit to the other party, at the time of the request, an agenda of matters to be discussed. The meeting shall be held within a reasonable time at a mutually convenient date and location for both the Town and the Unions.

Section 27.3: There shall be no deduction in pay for committee members while in attendance at such scheduled meetings. The Department Head shall notify all affected supervisors of such scheduled meetings. Failure to do so shall in no way affect the pay of said members or their right to attend such meetings.

Section 27.4: Labor/Management Committee Meetings: Management and the Union shall annually schedule quarterly meetings, which may be cancelled by mutual agreement, this does not preclude holding additional meetings in the event that such a need arises. Such meetings will take place on the first Tuesday of each tax quarter at 2 PM. For the duration of this collective bargaining agreement meeting will take place on the following dates:

FY 18:
November 7, 2017
February 6, 2018
May 8, 2018

FY 19:
August 7, 2018
November 6, 2018
February 5, 2019
May 7, 2019

FY 20:
August 6, 2019
November 5, 2019
February 4, 2020
May 5, 2020

ARTICLE 28 **Wages**

Section 28.1: The Wage Schedule for the unit is attached to this Agreement as Exhibit A.

Section 28.2: Wage adjustments:

- Effective July 1, 2017 - 1%
- Effective July 1, 2018 - 2%
- Effective July 1, 2019 - 1%

On July 1, 2017 – add step 11 & 12 @ 2% each

ARTICLE 29
Protective Clothing & Gear

Section 29.1: The Town shall provide necessary protective clothing, footwear and equipment, as determined by the Town, to employees whose responsibilities require field visits and/or emergency response, at no cost to the employee.

Section 29.2: Requests for protective clothing and equipment shall be made in writing to the Department Head for approval.

ARTICLE 30
Job Classification

Section 30.1: The Employee shall receive a copy of their job description each year no later than July 1st or in conjunction with the start of the employee review process, whichever is first.

Section 30.2: Working in Higher Classification:

Where an employee is requested to perform the work of a position classified at a higher level in the absence of an incumbent, on a temporary basis, he/she is to be considered “acting” in that higher position. While an employee has temporarily assumed the duties of the higher ranked position for more than fifteen (15) consecutive days and a Human Resource Action Form has been submitted and approved by the appropriate parties, the “acting” employee will be paid at a higher rate during this period retroactive to day one in the post. When the position is filled, the employee shall be returned to his/her regular rate of pay.

Section 30.3: **Reclassification of Six Positions:**

- a. **Chief Public Health Nurse** – from PR 4 to PR 5 with added duties:
 1. Of supervision and training of a Public Health Nurse
- b. **Social Services Director** – from PR 4 to PR 5 with added duties:
 1. Of Supervision and training of a Assistant Director of Social Services.
- c. **Senior Building Inspector** – from PR 4 to PR 5 with added duties:
 1. training and mentoring other inspectors in department, especially in the field and with code interpretation
- d. **Senior Plumbing and Gas Inspector** – from PR 4 to PR 5 with added duties:
 1. training and mentoring other Plumbing & Gas inspectors in department, especially in the field and with code interpretation
- e. **Senior Electrical Inspector** – from PR 4 to PR 5 with added duties:
 1. training and mentoring other Electrical inspectors in department, especially in the field and with code interpretation
- f. **Senior Field Assessor** – from PR 4 to PR 5
 1. Similar duties to all seniors who do field training, supervision and mentoring with new employees.

Section 30.4: Promotions:

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

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

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

ARTICLE 31
Sub-Contracting/Regionalization

Section 31.1: The Town shall, upon discussions and/or planning for the subcontracting and/or regionalization of any of the bargaining unit's work, notify the Union in writing.

Section 31.2: Upon written request by the Union the parties shall meet within a reasonable time of the request to discuss alternatives and/options to sub-contracting/regionalization of the unit's work.

Section 31.3: These alternatives/options shall be forward, in writing, to the Town Manager for consideration.

ARTICLE 32
Bi-Weekly Pay

Section 32.1: The Union and all employees covered by this Agreement agree to transition to bi-weekly pay upon agreement by all of the bargaining units (non-school) in the Town. Employees will be kept whole during the transitional period.

ARTICLE 33
Customer Service and Ethics Policies

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

ARTICLE 34
Severability and Waiver Provisions

Section 34.1: Should any provision of this Agreement contain a conflict with a municipal personnel ordinance, By-Law, rule or regulation or any statute as defined in General Laws, Chapter 150E, Section 7, the terms of this Agreement shall prevail.

Section 34.2: 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 the contract and that the present contract constitutes the complete agreement on all matters and that if other proposals have been made, they have been withdrawn in consideration of this Agreement.

ARTICLE 35
Duration

Section 35.1: The provisions of this Agreement will be effective upon execution. This Agreement shall remain in force and effective through June 30, 2020 or until such time thereafter as a new agreement is voluntarily negotiated between the parties. This agreement shall be automatically renewed for a period of

one (1) year unless by January 1, 2020 either party notifies the other in writing of its desire to terminate, amend or modify any part of this Agreement.

Signed this _____ day of _____, 2018.

TOWN OF FRAMINGHAM

**FRAMINGHAM PROFESSIONAL
ASSOCIATION, SEIU LOCAL 888**

APPROVED AS TO LEGAL FORM:

Christopher J. Petrini, Town Counsel

EFFECTIVE DATE	BU	GRADE	DESCRIPTION	STEP	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
07/01/2017	PROF	PR1	SEIU PROF ADMIN	1	22.0721	165.54	827.7	43040.4
07/01/2017	PROF	PR1	SEIU PROF ADMIN	2	22.5141	168.856	844.28	43902.56
07/01/2017	PROF	PR1	SEIU PROF ADMIN	3	22.9634	172.226	861.13	44778.76
07/01/2017	PROF	PR1	SEIU PROF ADMIN	4	23.4255	175.692	878.46	45679.92
07/01/2017	PROF	PR1	SEIU PROF ADMIN	5	23.8939	179.204	896.02	46593.04
07/01/2017	PROF	PR1	SEIU PROF ADMIN	6	24.369	182.768	913.84	47519.68
07/01/2017	PROF	PR1	SEIU PROF ADMIN	7	24.8565	186.424	932.12	48470.24
07/01/2017	PROF	PR1	SEIU PROF ADMIN	8	25.3513	190.134	950.67	49434.84
07/01/2017	PROF	PR1	SEIU PROF ADMIN	9	25.8587	193.94	969.7	50424.4
07/01/2017	PROF	PR1	SEIU PROF ADMIN	10	26.403	198.022	990.11	51485.72
07/01/2017	PROF	PR1	SEIU PROF ADMIN	11	26.9311	201.984	1009.92	52515.84
07/01/2017	PROF	PR1	SEIU PROF ADMIN	12	27.4698	206.024	1030.12	53566.24
07/01/2017	PROF	PR2	SEIU PROF ADMIN	1	24.2772	182.08	910.4	47340.8
07/01/2017	PROF	PR2	SEIU PROF ADMIN	2	24.7657	185.742	928.71	48292.92
07/01/2017	PROF	PR2	SEIU PROF ADMIN	3	25.2605	189.454	947.27	49258.04
07/01/2017	PROF	PR2	SEIU PROF ADMIN	4	25.7676	193.258	966.29	50247.08
07/01/2017	PROF	PR2	SEIU PROF ADMIN	5	26.2823	197.118	985.59	51250.68
07/01/2017	PROF	PR2	SEIU PROF ADMIN	6	26.8089	201.066	1005.33	52277.16
07/01/2017	PROF	PR2	SEIU PROF ADMIN	7	27.3427	205.07	1025.35	53318.2
07/01/2017	PROF	PR2	SEIU PROF ADMIN	8	27.8892	209.17	1045.85	54384.2
07/01/2017	PROF	PR2	SEIU PROF ADMIN	9	28.4489	213.366	1066.83	55475.16
07/01/2017	PROF	PR2	SEIU PROF ADMIN	10	29.0419	217.814	1089.07	56631.64
07/01/2017	PROF	PR2	SEIU PROF ADMIN	11	29.6227	222.17	1110.85	57764.2
07/01/2017	PROF	PR2	SEIU PROF ADMIN	12	30.2152	226.614	1133.07	58919.64
07/01/2017	PROF	PR3	SEIU PROF ADMIN	1	26.712	200.34	1001.7	52088.4
07/01/2017	PROF	PR3	SEIU PROF ADMIN	2	27.2446	204.334	1021.67	53126.84
07/01/2017	PROF	PR3	SEIU PROF ADMIN	3	27.7912	208.434	1042.17	54192.84
07/01/2017	PROF	PR3	SEIU PROF ADMIN	4	28.3449	212.586	1062.93	55272.36
07/01/2017	PROF	PR3	SEIU PROF ADMIN	5	28.911	216.832	1084.16	56376.32
07/01/2017	PROF	PR3	SEIU PROF ADMIN	6	29.4899	221.174	1105.87	57505.24

EFFECTIVE DATE	BU	GRADE	DESCRIPTION	STEP	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
07/01/2017	PROF	PR3	SEIU PROF ADMIN	7	30.0818	225.614	1128.07	58659.64
07/01/2017	PROF	PR3	SEIU PROF ADMIN	8	30.6809	230.106	1150.53	59827.56
07/01/2017	PROF	PR3	SEIU PROF ADMIN	9	31.2922	234.692	1173.46	61019.92
07/01/2017	PROF	PR3	SEIU PROF ADMIN	10	31.944	239.58	1197.9	62290.8
07/01/2017	PROF	PR3	SEIU PROF ADMIN	11	32.5829	244.372	1221.86	63536.72
07/01/2017	PROF	PR3	SEIU PROF ADMIN	12	33.2345	249.258	1246.29	64807.08
07/01/2017	PROF	PR4	SEIU PROF ADMIN	1	29.3661	220.2467	1101.23	57264.13
07/01/2017	PROF	PR4	SEIU PROF ADMIN	2	29.9517	224.6382	1123.19	58405.92
07/01/2017	PROF	PR4	SEIU PROF ADMIN	3	30.5509	229.1327	1145.66	59574.49
07/01/2017	PROF	PR4	SEIU PROF ADMIN	4	31.1624	233.718	1168.59	60766.69
07/01/2017	PROF	PR4	SEIU PROF ADMIN	5	31.7872	238.4044	1192.02	61985.15
07/01/2017	PROF	PR4	SEIU PROF ADMIN	6	32.4248	243.1858	1215.93	63228.3
07/01/2017	PROF	PR4	SEIU PROF ADMIN	7	33.0755	248.0661	1240.33	64497.19
07/01/2017	PROF	PR4	SEIU PROF ADMIN	8	33.7392	253.0434	1265.22	65791.28
07/01/2017	PROF	PR4	SEIU PROF ADMIN	9	34.4157	258.1176	1290.59	67110.58
07/01/2017	PROF	PR4	SEIU PROF ADMIN	10	35.1323	263.4928	1317.46	68508.14
07/01/2017	PROF	PR4	SEIU PROF ADMIN	11	35.8349	268.7621	1343.81	69878.14
07/01/2017	PROF	PR4	SEIU PROF ADMIN	12	36.5517	274.1373	1370.69	71275.71
07/01/2017	PROF	PR5	SEIU PROF ADMIN	1	32.3203	242.4017	1212.01	63024.45
07/01/2017	PROF	PR5	SEIU PROF ADMIN	2	32.9645	247.2347	1236.17	64281.01
07/01/2017	PROF	PR5	SEIU PROF ADMIN	3	33.6216	252.1623	1260.81	65562.19
07/01/2017	PROF	PR5	SEIU PROF ADMIN	4	34.292	257.1894	1285.95	66869.25
07/01/2017	PROF	PR5	SEIU PROF ADMIN	5	34.9755	262.3161	1311.58	68202.18
07/01/2017	PROF	PR5	SEIU PROF ADMIN	6	35.6779	267.5848	1337.92	69572.04
07/01/2017	PROF	PR5	SEIU PROF ADMIN	7	36.3939	272.9531	1364.77	70967.8
07/01/2017	PROF	PR5	SEIU PROF ADMIN	8	37.1227	278.4209	1392.1	72389.43
07/01/2017	PROF	PR5	SEIU PROF ADMIN	9	37.8645	283.9835	1419.92	73835.7
07/01/2017	PROF	PR5	SEIU PROF ADMIN	10	38.6464	289.8475	1449.24	75360.36
07/01/2017	PROF	PR5	SEIU PROF ADMIN	11	39.4192	295.645	1478.22	76867.69
07/01/2017	PROF	PR5	SEIU PROF ADMIN	12	40.2077	301.5578	1507.79	78405.04

EFFECTIVE DATE	BU	GRADE	DESCRIPTION	STEP	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
07/01/2017	PROF	PR6	SEIU PROF ADMIN	1	36.836	276.2698	1381.35	71830.14
07/01/2017	PROF	PR6	SEIU PROF ADMIN	2	37.5712	281.7849	1408.92	73264.08
07/01/2017	PROF	PR6	SEIU PROF ADMIN	3	38.32	287.3996	1437	74723.89
07/01/2017	PROF	PR6	SEIU PROF ADMIN	4	39.0875	293.1563	1465.78	76220.64
07/01/2017	PROF	PR6	SEIU PROF ADMIN	5	39.8683	299.0128	1495.06	77743.32
07/01/2017	PROF	PR6	SEIU PROF ADMIN	6	40.6688	305.0159	1525.08	79304.13
07/01/2017	PROF	PR6	SEIU PROF ADMIN	7	41.4824	311.1186	1555.59	80890.84
07/01/2017	PROF	PR6	SEIU PROF ADMIN	8	42.3152	317.3635	1586.82	82514.52
07/01/2017	PROF	PR6	SEIU PROF ADMIN	9	43.1611	323.7078	1618.54	84164.03
07/01/2017	PROF	PR6	SEIU PROF ADMIN	10	44.0536	330.401	1652.01	85904.27
07/01/2017	PROF	PR6	SEIU PROF ADMIN	11	44.9347	337.01	1685.05	87622.6
07/01/2017	PROF	PR6	SEIU PROF ADMIN	12	45.8333	343.75	1718.75	89375

EFFECTIVE DATE	BU	GRADE	DESCRIPTION	STEP	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
07/01/2018	PROF	PR1	SEIU PROF ADMIN	1	22.5135	168.852	844.26	43901.52
07/01/2018	PROF	PR1	SEIU PROF ADMIN	2	22.9644	172.234	861.17	44780.84
07/01/2018	PROF	PR1	SEIU PROF ADMIN	3	23.4227	175.67	878.35	45674.2
07/01/2018	PROF	PR1	SEIU PROF ADMIN	4	23.894	179.206	896.03	46593.56
07/01/2018	PROF	PR1	SEIU PROF ADMIN	5	24.3718	182.788	913.94	47524.88
07/01/2018	PROF	PR1	SEIU PROF ADMIN	6	24.8564	186.424	932.12	48470.24
07/01/2018	PROF	PR1	SEIU PROF ADMIN	7	25.3536	190.152	950.76	49439.52
07/01/2018	PROF	PR1	SEIU PROF ADMIN	8	25.8583	193.938	969.69	50423.88
07/01/2018	PROF	PR1	SEIU PROF ADMIN	9	26.3759	197.82	989.1	51433.2
07/01/2018	PROF	PR1	SEIU PROF ADMIN	10	26.9311	201.984	1009.92	52515.84
07/01/2018	PROF	PR1	SEIU PROF ADMIN	11	27.4697	206.022	1030.11	53565.72
07/01/2018	PROF	PR1	SEIU PROF ADMIN	12	28.0192	210.144	1050.72	54637.44
07/01/2018	PROF	PR2	SEIU PROF ADMIN	1	24.7627	185.72	928.6	48287.2
07/01/2018	PROF	PR2	SEIU PROF ADMIN	2	25.261	189.458	947.29	49259.08
07/01/2018	PROF	PR2	SEIU PROF ADMIN	3	25.7657	193.242	966.21	50242.92
07/01/2018	PROF	PR2	SEIU PROF ADMIN	4	26.283	197.122	985.61	51251.72
07/01/2018	PROF	PR2	SEIU PROF ADMIN	5	26.8079	201.06	1005.3	52275.6
07/01/2018	PROF	PR2	SEIU PROF ADMIN	6	27.3451	205.088	1025.44	53322.88
07/01/2018	PROF	PR2	SEIU PROF ADMIN	7	27.8896	209.172	1045.86	54384.72
07/01/2018	PROF	PR2	SEIU PROF ADMIN	8	28.447	213.352	1066.76	55471.52
07/01/2018	PROF	PR2	SEIU PROF ADMIN	9	29.0179	217.634	1088.17	56584.84
07/01/2018	PROF	PR2	SEIU PROF ADMIN	10	29.6227	222.17	1110.85	57764.2
07/01/2018	PROF	PR2	SEIU PROF ADMIN	11	30.2152	226.614	1133.07	58919.64
07/01/2018	PROF	PR2	SEIU PROF ADMIN	12	30.8195	231.146	1155.73	60097.96
07/01/2018	PROF	PR3	SEIU PROF ADMIN	1	27.2462	204.346	1021.73	53129.96
07/01/2018	PROF	PR3	SEIU PROF ADMIN	2	27.7895	208.422	1042.11	54189.72
07/01/2018	PROF	PR3	SEIU PROF ADMIN	3	28.347	212.602	1063.01	55276.52

EFFECTIVE DATE	BU	GRADE	DESCRIPTION	STEP	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
07/01/2018	PROF	PR3	SEIU PROF ADMIN	4	28.9118	216.838	1084.19	56377.88
07/01/2018	PROF	PR3	SEIU PROF ADMIN	5	29.4892	221.17	1105.85	57504.2
07/01/2018	PROF	PR3	SEIU PROF ADMIN	6	30.0797	225.598	1127.99	58655.48
07/01/2018	PROF	PR3	SEIU PROF ADMIN	7	30.6834	230.126	1150.63	59832.76
07/01/2018	PROF	PR3	SEIU PROF ADMIN	8	31.2945	234.708	1173.54	61024.08
07/01/2018	PROF	PR3	SEIU PROF ADMIN	9	31.918	239.386	1196.93	62240.36
07/01/2018	PROF	PR3	SEIU PROF ADMIN	10	32.5829	244.372	1221.86	63536.72
07/01/2018	PROF	PR3	SEIU PROF ADMIN	11	33.2346	249.26	1246.3	64807.6
07/01/2018	PROF	PR3	SEIU PROF ADMIN	12	33.8992	254.244	1271.22	66103.44
07/01/2018	PROF	PR4	SEIU PROF ADMIN	1	29.9536	224.6516	1123.26	58409.41
07/01/2018	PROF	PR4	SEIU PROF ADMIN	2	30.5507	229.1309	1145.65	59574.04
07/01/2018	PROF	PR4	SEIU PROF ADMIN	3	31.1621	233.7153	1168.58	60765.98
07/01/2018	PROF	PR4	SEIU PROF ADMIN	4	31.7856	238.3924	1191.96	61982.02
07/01/2018	PROF	PR4	SEIU PROF ADMIN	5	32.4229	243.1725	1215.86	63224.85
07/01/2018	PROF	PR4	SEIU PROF ADMIN	6	33.0733	248.0495	1240.25	64492.87
07/01/2018	PROF	PR4	SEIU PROF ADMIN	7	33.7371	253.0274	1265.14	65787.13
07/01/2018	PROF	PR4	SEIU PROF ADMIN	8	34.4139	258.1043	1290.52	67107.11
07/01/2018	PROF	PR4	SEIU PROF ADMIN	9	35.104	263.28	1316.4	68452.79
07/01/2018	PROF	PR4	SEIU PROF ADMIN	10	35.8349	268.7627	1343.81	69878.3
07/01/2018	PROF	PR4	SEIU PROF ADMIN	11	36.5517	274.1373	1370.69	71275.7
07/01/2018	PROF	PR4	SEIU PROF ADMIN	12	37.2827	279.6201	1398.1	72701.22
07/01/2018	PROF	PR5	SEIU PROF ADMIN	1	32.9667	247.2498	1236.25	64284.94
07/01/2018	PROF	PR5	SEIU PROF ADMIN	2	33.624	252.1793	1260.9	65566.63
07/01/2018	PROF	PR5	SEIU PROF ADMIN	3	34.2941	257.2055	1286.03	66873.43
07/01/2018	PROF	PR5	SEIU PROF ADMIN	4	34.9779	262.3332	1311.67	68206.64
07/01/2018	PROF	PR5	SEIU PROF ADMIN	5	35.6749	267.5624	1337.81	69566.22
07/01/2018	PROF	PR5	SEIU PROF ADMIN	6	36.3915	272.9365	1364.68	70963.48
07/01/2018	PROF	PR5	SEIU PROF ADMIN	7	37.1216	278.4122	1392.06	72387.16

EFFECTIVE DATE	BU	GRADE	DESCRIPTION	STEP	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
07/01/2018	PROF	PR5	SEIU PROF ADMIN	8	37.8653	283.9893	1419.95	73837.22
07/01/2018	PROF	PR5	SEIU PROF ADMIN	9	38.6219	289.6631	1448.32	75312.41
07/01/2018	PROF	PR5	SEIU PROF ADMIN	10	39.4192	295.6445	1478.22	76867.57
07/01/2018	PROF	PR5	SEIU PROF ADMIN	11	40.2077	301.5578	1507.79	78405.04
07/01/2018	PROF	PR5	SEIU PROF ADMIN	12	41.012	307.589	1537.95	79973.14
07/01/2018	PROF	PR6	SEIU PROF ADMIN	1	37.5728	281.7952	1408.98	73266.74
07/01/2018	PROF	PR6	SEIU PROF ADMIN	2	38.3227	287.4206	1437.1	74729.36
07/01/2018	PROF	PR6	SEIU PROF ADMIN	3	39.0864	293.1476	1465.74	76218.37
07/01/2018	PROF	PR6	SEIU PROF ADMIN	4	39.8693	299.0194	1495.1	77745.05
07/01/2018	PROF	PR6	SEIU PROF ADMIN	5	40.6659	304.993	1524.97	79298.19
07/01/2018	PROF	PR6	SEIU PROF ADMIN	6	41.4821	311.1162	1555.58	80890.21
07/01/2018	PROF	PR6	SEIU PROF ADMIN	7	42.312	317.341	1586.7	82508.66
07/01/2018	PROF	PR6	SEIU PROF ADMIN	8	43.1613	323.7108	1618.55	84164.81
07/01/2018	PROF	PR6	SEIU PROF ADMIN	9	44.0243	330.182	1650.91	85847.31
07/01/2018	PROF	PR6	SEIU PROF ADMIN	10	44.9347	337.0091	1685.05	87622.36
07/01/2018	PROF	PR6	SEIU PROF ADMIN	11	45.8333	343.7502	1718.75	89375.05
07/01/2018	PROF	PR6	SEIU PROF ADMIN	12	46.7501	350.625	1753.13	91162.5

EFFECTIVE DATE	BU	GRADE	DESCRIPTION	STEP	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
07/01/2019	PROF	PR1	SEIU PROF ADMIN	1	22.7386	170.54	852.7	44340.4
07/01/2019	PROF	PR1	SEIU PROF ADMIN	2	23.194	173.956	869.78	45228.56
07/01/2019	PROF	PR1	SEIU PROF ADMIN	3	23.6569	177.426	887.13	46130.76
07/01/2019	PROF	PR1	SEIU PROF ADMIN	4	24.1329	180.996	904.98	47058.96
07/01/2019	PROF	PR1	SEIU PROF ADMIN	5	24.6155	184.616	923.08	48000.16
07/01/2019	PROF	PR1	SEIU PROF ADMIN	6	25.105	188.288	941.44	48954.88
07/01/2019	PROF	PR1	SEIU PROF ADMIN	7	25.6071	192.054	960.27	49934.04
07/01/2019	PROF	PR1	SEIU PROF ADMIN	8	26.1169	195.876	979.38	50927.76
07/01/2019	PROF	PR1	SEIU PROF ADMIN	9	26.6397	199.798	998.99	51947.48
07/01/2019	PROF	PR1	SEIU PROF ADMIN	10	27.2004	204.004	1020.02	53041.04
07/01/2019	PROF	PR1	SEIU PROF ADMIN	11	27.7444	208.084	1040.42	54101.84
07/01/2019	PROF	PR1	SEIU PROF ADMIN	12	28.2994	212.246	1061.23	55183.96
07/01/2019	PROF	PR2	SEIU PROF ADMIN	1	25.0103	187.578	937.89	48770.28
07/01/2019	PROF	PR2	SEIU PROF ADMIN	2	25.5136	191.352	956.76	49751.52
07/01/2019	PROF	PR2	SEIU PROF ADMIN	3	26.0234	195.176	975.88	50745.76
07/01/2019	PROF	PR2	SEIU PROF ADMIN	4	26.5458	199.094	995.47	51764.44
07/01/2019	PROF	PR2	SEIU PROF ADMIN	5	27.076	203.07	1015.35	52798.2
07/01/2019	PROF	PR2	SEIU PROF ADMIN	6	27.6186	207.14	1035.7	53856.4
07/01/2019	PROF	PR2	SEIU PROF ADMIN	7	28.1685	211.264	1056.32	54928.64
07/01/2019	PROF	PR2	SEIU PROF ADMIN	8	28.7315	215.486	1077.43	56026.36
07/01/2019	PROF	PR2	SEIU PROF ADMIN	9	29.3081	219.81	1099.05	57150.6
07/01/2019	PROF	PR2	SEIU PROF ADMIN	10	29.9189	224.392	1121.96	58341.92
07/01/2019	PROF	PR2	SEIU PROF ADMIN	11	30.5174	228.88	1144.4	59508.8
07/01/2019	PROF	PR2	SEIU PROF ADMIN	12	31.1277	233.458	1167.29	60699.08
07/01/2019	PROF	PR3	SEIU PROF ADMIN	1	27.5187	206.39	1031.95	53661.4
07/01/2019	PROF	PR3	SEIU PROF ADMIN	2	28.0674	210.506	1052.53	54731.56
07/01/2019	PROF	PR3	SEIU PROF ADMIN	3	28.6305	214.728	1073.64	55829.28
07/01/2019	PROF	PR3	SEIU PROF ADMIN	4	29.2009	219.006	1095.03	56941.56

EFFECTIVE DATE	BU	GRADE	DESCRIPTION	STEP	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
07/01/2019	PROF	PR3	SEIU PROF ADMIN	5	29.7841	223.38	1116.9	58078.8
07/01/2019	PROF	PR3	SEIU PROF ADMIN	6	30.3805	227.854	1139.27	59242.04
07/01/2019	PROF	PR3	SEIU PROF ADMIN	7	30.9902	232.426	1162.13	60430.76
07/01/2019	PROF	PR3	SEIU PROF ADMIN	8	31.6074	237.056	1185.28	61634.56
07/01/2019	PROF	PR3	SEIU PROF ADMIN	9	32.2372	241.78	1208.9	62862.8
07/01/2019	PROF	PR3	SEIU PROF ADMIN	10	32.9087	246.816	1234.08	64172.16
07/01/2019	PROF	PR3	SEIU PROF ADMIN	11	33.5669	251.752	1258.76	65455.52
07/01/2019	PROF	PR3	SEIU PROF ADMIN	12	34.2382	256.786	1283.93	66764.36
07/01/2019	PROF	PR4	SEIU PROF ADMIN	1	30.2531	226.8981	1134.49	58993.5
07/01/2019	PROF	PR4	SEIU PROF ADMIN	2	30.8563	231.4222	1157.11	60169.78
07/01/2019	PROF	PR4	SEIU PROF ADMIN	3	31.4736	236.0525	1180.26	61373.64
07/01/2019	PROF	PR4	SEIU PROF ADMIN	4	32.1035	240.7763	1203.88	62601.84
07/01/2019	PROF	PR4	SEIU PROF ADMIN	5	32.7472	245.6042	1228.02	63857.1
07/01/2019	PROF	PR4	SEIU PROF ADMIN	6	33.404	250.53	1252.65	65137.8
07/01/2019	PROF	PR4	SEIU PROF ADMIN	7	34.0744	255.5577	1277.79	66445
07/01/2019	PROF	PR4	SEIU PROF ADMIN	8	34.7581	260.6853	1303.43	67778.18
07/01/2019	PROF	PR4	SEIU PROF ADMIN	9	35.4549	265.9128	1329.56	69137.32
07/01/2019	PROF	PR4	SEIU PROF ADMIN	10	36.1933	271.4503	1357.25	70577.08
07/01/2019	PROF	PR4	SEIU PROF ADMIN	11	36.9171	276.8787	1384.39	71988.46
07/01/2019	PROF	PR4	SEIU PROF ADMIN	12	37.6555	282.4163	1412.08	73428.23
07/01/2019	PROF	PR5	SEIU PROF ADMIN	1	33.2963	249.7223	1248.61	64927.79
07/01/2019	PROF	PR5	SEIU PROF ADMIN	2	33.9603	254.7012	1273.51	66222.3
07/01/2019	PROF	PR5	SEIU PROF ADMIN	3	34.6371	259.7775	1298.89	67542.16
07/01/2019	PROF	PR5	SEIU PROF ADMIN	4	35.3275	264.9566	1324.78	68888.71
07/01/2019	PROF	PR5	SEIU PROF ADMIN	5	36.0317	270.238	1351.19	70261.88
07/01/2019	PROF	PR5	SEIU PROF ADMIN	6	36.7555	275.6658	1378.33	71673.11
07/01/2019	PROF	PR5	SEIU PROF ADMIN	7	37.4928	281.1963	1405.98	73111.03
07/01/2019	PROF	PR5	SEIU PROF ADMIN	8	38.244	286.8292	1434.15	74575.59

EFFECTIVE DATE	BU	GRADE	DESCRIPTION	STEP	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
07/01/2019	PROF	PR5	SEIU PROF ADMIN	9	39.008	292.5597	1462.8	76065.53
07/01/2019	PROF	PR5	SEIU PROF ADMIN	10	39.8133	298.601	1493	77636.25
07/01/2019	PROF	PR5	SEIU PROF ADMIN	11	40.6099	304.5734	1522.87	79189.09
07/01/2019	PROF	PR5	SEIU PROF ADMIN	12	41.4219	310.6649	1553.32	80772.87
07/01/2019	PROF	PR6	SEIU PROF ADMIN	1	37.9485	284.6131	1423.07	73999.41
07/01/2019	PROF	PR6	SEIU PROF ADMIN	2	38.7059	290.2948	1451.47	75476.65
07/01/2019	PROF	PR6	SEIU PROF ADMIN	3	39.4773	296.079	1480.4	76980.55
07/01/2019	PROF	PR6	SEIU PROF ADMIN	4	40.268	302.0096	1510.05	78522.5
07/01/2019	PROF	PR6	SEIU PROF ADMIN	5	41.0723	308.043	1540.21	80091.17
07/01/2019	PROF	PR6	SEIU PROF ADMIN	6	41.8971	314.2273	1571.14	81699.11
07/01/2019	PROF	PR6	SEIU PROF ADMIN	7	42.7352	320.5144	1602.57	83333.75
07/01/2019	PROF	PR6	SEIU PROF ADMIN	8	43.5931	326.9479	1634.74	85006.46
07/01/2019	PROF	PR6	SEIU PROF ADMIN	9	44.4645	333.4838	1667.42	86705.78
07/01/2019	PROF	PR6	SEIU PROF ADMIN	10	45.384	340.3792	1701.9	88498.58
07/01/2019	PROF	PR6	SEIU PROF ADMIN	11	46.2917	347.1877	1735.94	90268.8
07/01/2019	PROF	PR6	SEIU PROF ADMIN	12	47.2176	354.1313	1770.66	92074.13

**Town of Framingham
Framingham Professional Union, SEIU, Local 888
September 6, 2017**

1. **Article 35: Duration:**

- a. A three-year contract from 7/1/2017-6/30/2020.

1. **Article 28: Wages:**

- a. Adjustment to base wage:

July 1, 2017	1%
July 1, 2018	2%
July 1, 2019	1%

On July 1, 2017 – add step 11 & 12 @ 2% each

2. **Article 1 Section 1.2 Recognition:**

- a. Propose adding the following positions to the bargaining unit, effective 7/1/2017
1. **Full time Assistant Social Worker** - previously less than 20 hours
 2. **Public Health Nurse, 20 hours per week** – previously per diem
 3. **Public Health Inspector** – added another position to bargaining unit
 4. **Program Coordinator** – grant position
- b. Propose removing the follow position from the Bargaining Unit
1. **One Network Systems Project Manager IV** – supervises and has significant access to highly confidential information

3. **Article 11 Work Hours:**

- a. **Proposed Revision:**

Add Article 11.8 a: Emergency Call Back Pay: Any employee called back to respond to an emergency after having completed his/her assigned work and left his/her assigned place of employment, and before his/her next regularly scheduled starting time, shall be guaranteed three (3) hours of straight time. All hours actually worked in excess of forty (40) hours will be paid at time and one half.

Add Article 11.8 b: Call Back Pay: If the employee can respond to an emergency remotely, without coming on site and without leaving home, the employee will be guaranteed a minimum of two (2) hours of straight time. All hours actually worked in excess of 40 hours will be paid at time and a half.

Add Article 11.8 c: Scheduled Weekend Inspection: Any employee scheduled to conduct an inspection on a weekend shall be guaranteed two and one half (2.5) hours of straight time. All hours actually worked in excess of 40 hours will be paid at time and a half.

4. Article 16.3 Performance Evaluation:

- a. Delete section 3 and re-number.

5. Article 19: Longevity:

- a. Effective 7/1/2017, eliminate entire article and add steps 11 and 12 to the pay scale.

6. Article 23.1: Vacation:

- a. Sixteen years: one additional contract day
- b. Seventeen years: one additional contract day for a total of two additional contract days
- c. Eighteen years: one additional contract day for a total three additional contract days
- d. Nineteen years: one additional contract day for a total four additional contract days
- e. At twenty years employees receive 5 weeks of vacation and contract days end after employee's 19th year.

7. Article 25: Education:

- a. Increase Education Reimbursement increase to:
 1. Undergraduate: \$1000
 2. Graduate: \$1200

8. Article 27: Labor/Management Committee:

- a. Add: Management and the Union shall annually schedule quarterly meetings, which may be cancelled by mutual agreement, this does not preclude holding additional meetings in the event that such a need arises. Such meetings will take place on the first Tuesday of each tax quarter at 2 PM.

1. For FY 18:

1. November 7, 2017
2. February 6, 2018
3. May 8, 2018

2. For FY 19:

1. August 7, 2018
2. November 6, 2018
3. February 5, 2019
4. May 7, 2019

3. For FY 2020:

1. August 6, 2019
2. November 5, 2019
3. February 4, 2020
4. May 5, 2020

9. **Town Mileage Policy attached:**

- a. All bargaining unit members will be subject to the Town policy regarding reimbursement for business travel.

10. **New Article: Promotions:**

- a. An employee who receives a promotion from one position to a higher graded position, shall have their pay increased as follows:
 1. One grade increase will receive an adjustment on the new pay range by multiplying the current base salary by 4% and placed on the next higher step that is at least a 4% increase
 2. Two grade increase will receive an adjustment on the new pay range by multiplying the current base salary by 6% and placed on the next higher step that is at least a 6% increase

11. **Reclassification of six positions:**

- a. **Chief Public Health Nurse** – from PR 4 to PR 5 with added duties:
 1. Of supervision and training of a Public Health Nurse
- b. **Social Services Director** – from PR 4 to PR 5 with added duties:
 1. Of Supervision and training of a Assistant Director of Social Services.
- c. **Senior Building Inspector** – from PR 4 to PR 5 with added duties:
 1. training and mentoring other inspectors in department, especially in the field and with code interpretation
- d. **Senior Plumbing and Gas Inspector** – from PR 4 to PR 5 with added duties:
 1. training and mentoring other Plumbing & Gas inspectors in department, especially in the field and with code interpretation
- e. **Senior Electrical Inspector** – from PR 4 to PR 5 with added duties:
 1. training and mentoring other Electrical inspectors in department, especially in the field and with code interpretation
- f. **Senior Field Assessor** – from PR 4 to PR 5
 1. Similar duties to all seniors who do field training, supervision and mentoring with new employees.

12. **Orientation:**

- a. A member of Framingham Professional Union, SEIU, Local 888 will be provided with 10 minutes during a new member's orientation to introduce the new member to the union.

Signed this _____ Day of _____, 2017

Town of Framingham

Framingham Professional Union,
SEIU, Local 888

~~Carl Tracy Hill~~

~~[Handwritten signature]~~

Carl Tracy Hill