

AGREEMENT

between the

City of Framingham

and the

Massachusetts Laborers' District Council

on behalf of

FRAMINGHAM PARKS DEPARTMENT

PUBLIC EMPLOYEES LOCAL UNION 1156

of the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO



JULY 1, 2022 - JUNE 30, 2025

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AGREEMENT

THIS AGREEMENT, made and entered this _____ day of _____, 20____ by and between the *City of Framingham*, Massachusetts, hereinafter called the "**City**", and the *Massachusetts Laborer's District Council* in behalf of *Local Union No. 1156, Massachusetts Laborers' International Union of North America, AFL-CIO*, hereinafter called the "**Union**".

ARTICLE I PREAMBLE

Delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City, and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

This Agreement is entered into between the City and the duly authorized collective bargaining representative of its employees within the units hereinafter described to provide, insofar as possible, for the continuous employment of labor and to bring about stable conditions of employment, and to establish necessary procedures for the amicable adjustment of all disputes and grievances which may arise between the City and its employees. The term "*employee*" when used in this Agreement shall mean those employees of the City within the units hereinafter described.

In the event that contract language interpretations differ between management and the Union in subsequent sections of this contract, the spirit of this paragraph shall be applied in the interpretation of the language.

ARTICLE II DECLARATION OF PRINCIPLES

There shall be no discrimination against any employee by reason of race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity, or expression, union affiliation or any other characteristic protected by federal, state or local laws. The City will employ and use all means of safety for the protection of the employees in compliance with safety regulations which are in accordance with the law.

ARTICLE III
RECOGNITION

In accordance with the certification of the Labor Relations Commission in Case MCR 94 dated July 25, 1966 and the amendment, Case No. CAS-95 dated July 19, 1972, and the amendment to the bargaining unit as agreed upon by the parties and submitted to the Labor Relations Commission June 1974, the City recognizes the Union as the sole and exclusive bargaining representative for all employees in the bargaining unit as defined in Section 1, below:

Section 1:

The bargaining unit shall be comprised of all employees in the Park Maintenance Department, Arena Night Supervisor, and the Parks Maintenance Mechanic; but excluding all office clerical employees, the, Construction Supervisor, the Director of Parks and Recreation, and the Superintendent of Recreation and Superintendent of Park Maintenance. Park Maintenance and Park and Recreation Construction, Supervisor Loring Arena Director, and Recreation Program Supervisor, Facilities Manager, Recreation Program Supervisor and Activities Supervisor. will perform no unit work except in emergencies.

Section 2:

Temporary and seasonal workers will be excluded from the bargaining unit.

ARTICLE IV
MEMBERSHIP IN THE UNION

Section 1:

The City will advise all new permanent employees at the time of their employment that the Union is their bargaining representative and will notify the Union of each new permanent employee in their bargaining unit.

Section 2:

The Union agrees to hold the City of Framingham harmless from any liability arising from the operation of this article.

City and the Union recognize the right of any employee to become or not to become a member of the Union and will not discourage, discriminate, or in any other way interfere with the employee in the exercise of these rights.

ARTICLE V **MANAGEMENT RIGHTS**

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 City not listed herein. Such inherent management rights shall remain with the City except as they may be shared with the Union by specific provisions of this Agreement.

(a) Among the Management Rights vested in the City are the right in accordance with applicable law to hire, promote, transfer, and such other rights as are granted by law. The City may also suspend, discipline, or discharge any permanent employee but only for just cause.

(b) The City shall have the freedom of action to determine the methods, the means and the personnel for all operations. To determine methods and means of operations and administration; to control the budget; and to promulgate reasonable rules and regulations. The City must take whatever action is necessary to carry out its work in emergency situations. The City shall select and determine the number and types of employees required and shall assign work to such employees in accordance with requirements determined by the City.

ARTICLE VI **NO STRIKE OR LOCK OUT**

Section 1.

No employee shall engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services by themselves or any other employees.

Section 2.

The City agrees that there shall be no lock out of employees.

ARTICLE VII **DUES AND FEES DEDUCTIONS AND/OR PAYMENTS**

Section 1: UNION MEMBERSHIP, DUES AND INITIATION FEES

As sole collective bargaining agent for the employees described under the Recognition provision, the Union agrees to offer Union membership to all persons covered by this Agreement upon a tender by any such persons of uniform and non-excessive dues and initiation fees as are required by the Union. Continued membership in the Union shall be subject to such rules and regulations, by-laws, and constitutions as uniformly applied by the Union to all its members. The City of Framingham will advise the Union in writing of the names, address, clarification, and the department of each new employee.

Upon receipt by the City of Framingham of a signed voluntary authorization by an employee, the City of Framingham agrees to deduct the initiation fee (if any) and monthly Union membership dues from the wages of said employee and remit the aggregate amount to the treasurer of the Union along with a list of employees from whose pay said dues have been deducted.

Such remittance shall be made by the tenth (10) day of the succeeding month.

An authorization may be revoked by an employee by sending a signed written notice thereof to the Director of Human Resources or their designee. Said revocation shall take effect sixty (60) days after the receipt thereof by the Director of Human Resources or their designee. The City of Framingham shall send a copy of the revocation to the Union.

The following authorization of dues form shall be used for Union dues and initiation fees:

AUTHORIZATION FOR PAYROLL DEDUCTION

By _____

Last name First name Middle Name

Department/ Union

To _____

Effective Date _____

I hereby request and authorize you to deduct from my earnings the Union membership and initiation fee (if applicable) and, once each month, an amount established by the Union as dues. The amount deducted shall be paid to the Treasurer of the Union.

This authorization shall continue for a period for a one year from the date hereof, or until the termination of this Agreement (whichever occurs first) and shall be automatically renewed for successive periods of

one year unless written notice of revocation is given by me to you in writing, upon the receipt whereof this authorization shall expire sixty (60) days thereafter.

Signed _____

Date _____

Address _____

The Union shall notify the Director of Human Resources or their designee by certified mail of any change in the sum of money to be deducted as dues pursuant to the authorization hereunder, which amount the City of Framingham shall begin to deduct thirty (30) days after receipt of the notification.

Section 2: DEDUCTIONS FOR UNION PENSION.

The Union agrees to hold the City of Framingham harmless from any liability arising from the operation of this article.

ARTICLE VIII
**TEMPORARY POSITION, TEMPORARY APPOINTMENT,
PROBATIONARY PERIOD AND SENIORITY**

Section 1: TEMPORARY EMPLOYEE.

An employee shall be considered temporary if they are hired on a temporary basis and to fill a temporary position, full-time or part-time.

a) A person may be hired on a temporary basis for a period of no longer than six (6) months and one (1) day.

b) Any employee hired on a temporary basis or hired to fill a temporary position with ninety (90) days continuous service who is laid off for less than sixty (60) days and is rehired, shall be considered to have been in the continuous employment of the City during such period of layoff. The Union shall be notified of the start and finish date.

Section 2: PROBATIONARY PERIOD.

Every employee whether hired on a temporary or permanent basis shall be on a probationary period during the first six (6) months of his employment. Service on a temporary basis shall be counted as service in a probationary status. When an employee is promoted into a new position, they shall serve a six (6) month probationary period during which time their ability to perform shall be evaluated. If the parties agree, this probationary period may be extended for an additional six (6) month period. If, after the six (6) or twelve (12) month probationary period, the employee is found to be unsatisfactory by the Director or their designee, the employee may be returned to their previous position and pay grade; for promotional situations, the employee may be returned to their previous position and pay grade, new hires will be terminated from position.

Section 3: SENIORITY.

a) Seniority is defined as the length of continuous employment in any permanent position covered by this Agreement. An employee shall not acquire seniority during their probationary period of six (6) months but thereafter their seniority will date from the first working date after their initial employment. Departmental seniority for all Parks Division employees begins on their most recent start of service date with the Department. Total seniority time with the City of Framingham will not be credited towards departmental seniority.

b) Seniority list containing the name, date of seniority, classification and location of employees will be made available to the Union in January of each year after written request is made by Union Steward. Protests regarding seniority must be made within thirty (30) days after the lists are posted. No change shall be made in the seniority date established for an employee which has heretofore appeared or hereafter appears on two (2) consecutive annual lists without protest by the employee. In the case of employees who started work on the same day, their relative positions shall be determined by a drawing.

Section 4: REDUCTION IN FORCE.

In the event a reduction in force is required, the most junior employee in the division affected shall be subject to layoff, provided that the more senior employee shall be qualified to do the job. The City shall give not less than two (2) weeks' notice of any layoff, unless the cause of layoff is such as to make notice impossible.

Section 5: RECALLS.

For a period of two (2) years from date of lay-off, employees shall have the right to be recalled to their former positions in accordance with their seniority within their classifications. In the event a position becomes vacant and there are no employees with recall rights to said position, then other employees who are laid off and are qualified to do the job shall in the order of their seniority be given preference to fill said position before any new employees are hired. An employee who is on lay-off status and who fails to report for work within fourteen (14) days after the notice of recall shall be considered terminated unless an extension is granted by the appropriate Department Head.

ARTICLE IX
BULLETINING AND FILLING POSITIONS

Section 1:

Vacancies in regularly assigned positions or newly created positions in that Division or Department that will be of more than thirty (30) days duration shall be bulletined for five (5) working days on all regular bulletin boards within twenty (20) working days after such vacancies occur, or such new positions are established. The daily hours and work week of the vacant position will be included in the posted bulletin

Section 2:

Unit employees desiring such positions shall, within five (5) working days after bulletin is posted, apply in writing to the appropriate Division Head on forms provided by the Department.

Section 3:

Appointments to such positions shall first be made from within the Division or Department where the vacancy exists and shall be made on the basis of qualification and seniority within the Division of the Department. If no employee in said Division or Department is qualified, the appointment shall be made from the bidders in other Divisions or Departments on the same basis. If no qualified employee bids for an opening, the position may be filled from the outside. The name of the appointee shall be bulletined on all regular bulletin boards. Copies of this bulletin shall be furnished to the Shop Steward. At least monthly, the Human Resources Department will publish a report listing all currently unfilled positions.

The City of Framingham will make its best effort to promote the most qualified person to all its positions. When there are qualified candidates for promotion who are relatively equal in qualifications, the most senior employee will be promoted. The decision of the Division Head shall be final.

The following factors will be considered in determining the best qualified candidates for promotion:

- 1.) A "yes" or "no" determination on whether the candidate meets the minimum requirements of the position relative to the mutually agreed upon job descriptions at the time of posting.
- 2.) The actual amount of experience in duties performed at industry standards quality in duties listed under MAJOR DUTIES in the job description.
- 3.) The ability to demonstrate the performance of functions in the MAJOR DUTIES in the job description. The Union may have one observer to insure equality of tests.
- 4.) Level of education and specialized education and training directly related to the MAJOR DUTIES listed in the job description.
- 5.) The relative differences in the last two Performance Evaluations.
- 6.) Unscheduled emergency work availability.
- 7.) Reported accident history on the job.
- 8.) If CDL required for position, the moving violation record on or off the job pursuant to procedures spelled out in section 383.31 Subpart C and section 383.33

Section 4:

Any employee changing to a different job classification shall serve a probationary period of six (6) months. This period is to allow the City time to judge the ability, competency, fitness and other qualifications of the employee to meet the requirements of the new position. At any time during the probationary period the City has the right to return the employee to their previous position at the rate of the employee's previous wage compensation. There shall be a thirty-day (30) trial period during which an employee can decide whether he/she shall keep the new appointment or revert back to their former position. If he/she chooses to revert back to their former position, he/she shall immediately be returned to such position and the new position shall be offered to the next qualified applicant in line pursuant to this article. If the parties agree, the probationary period may be extended for an additional six (6) month

period. Any employee returning to their previous position under the provisions of this section shall retain their department seniority previously held.

ARTICLE X
TRANSFERS

Section 1:

No employee shall be required to accept a permanent transfer.

Section 2:

Employees temporarily transferred to a higher rated job for eight (8) hours or more shall receive the lowest rate of the higher rated job or their own rate, whichever is higher, for all hours worked during such transfer.

Section 3:

The City agrees to provide a training program for the operation of heavy equipment. The City agrees to provide training for CDL and MA Hoisting license once a year. An employee being trained to operate equipment which carries a higher pay grade will be paid they/theirs regular rate of pay while working as a trainee with a qualified operator. This period of time shall not exceed forty-five (45) days, after which he will be paid at the grade level for the job, unless an extension of that time is agreed upon by both parties.

ARTICLE XI
HOLIDAYS

Section 1:

Permanent employees shall be granted the following holidays with pay whenever the holiday falls on a regular workday:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day/or Day after Thanksgiving
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	Day before Christmas
Independence Day	

In accordance with MA state law, if Juneteenth falls on a Sunday, it will be observed on Monday. If Juneteenth falls on a Saturday, the City will observe it on Friday only if MA State government is also closed.

Employees who work on Juneteenth, or the day Juneteenth is observed, or the Day after Thanksgiving, shall be covered under the provisions of Article 11, Section 3.

Any other holiday or emergency declared by the President, Congress, Governor, or General Court as a paid holiday.

Section 2:

When either of these holidays falls on Sunday, that holiday will be recognized and observed on Monday following that Sunday. When one of these days falls on Saturday, the preceding Friday will be observed as the holiday, with the exception of Juneteenth.

Section 3:

Each employee shall be entitled to have the working day before Christmas off with pay; and if he works on said day, he will be paid time and one-half the regular rate of pay in addition to a day's pay.

Section 4:

An employee who works on a holiday will be paid at time and one-half (1½) their regular rate in addition to their holiday pay, except that when an employee is assigned to perform emergency work such as snow and ice removal, or repair of water and sewer breaks, time worked between the hours of 11:00 p.m. and 7:00 a.m. on a holiday shall be paid at two (2) times the employee's regular rate of pay in addition to the holiday pay. However, two (2) times the regular rate of pay shall not apply to scheduled shift work.

Section 5:

Employees shall be paid double time for all hours actually worked on Christmas Day and Thanksgiving Day.

Section 6:

Paid holidays shall be considered as time worked.

Section 7:

In order to be eligible for holiday pay, a permanent employee must have worked the last regularly scheduled work day before and the first regularly scheduled work day following the holiday unless excused by the Department Head.

Section 8:

All employees with rotation day off with holiday falling on scheduled day off will receive a day off with pay within thirty (30) days.

ARTICLE XII **CLOTHING ALLOWANCE**

All bargaining unit members shall receive a "one time" increase of 2% to the FY 15 salary schedule to purchase identifiable work clothing from the central supply source in lieu of the previous annual clothing allowance of \$600.00. It shall be the responsibility of the employee to purchase their own work clothing with this increase to the base pay and to be properly attired at all times for all work conditions, including special events, and as reasonable determined by management. Rain gear or specialized clothing for special events which the employee is required to return to the City shall not be considered the responsibility of the employee. The City agrees to provide employees with personal safety equipment including work gloves, safety goggles, dust masks, earplugs, reflector shirts and foul weather gear.

ARTICLE XIII **VACATIONS**

All employees covered by this agreement shall be granted vacation leave benefits as stated in the following schedule as of July 1, 2022.

Completion of Continuous Service Annual Vacation Leave Unit

- Less than seven (7) years: Three (3) weeks
- More than seven (7) years - less than sixteen (16) years: four (4) weeks
- More than sixteen (16) years- less than twenty (20) years: four (4) weeks and:
 - Sixteen (16) years: one (1) additional contract day (total 21 days)
 - Seventeen (17) years: one (1) additional contract day for a total of two (2) additional contract days (total 22 days)
 - Eighteen (18) years one (1) additional contract day for a total of two (3) additional contract days (total 23 days)
 - Nineteen (19) years one (1) additional contract day for a total of two (4) additional contract days (total 24 days)
- Twenty (20) years and beyond: Five (5) weeks.
- Contract days end after nineteenth year

The single day will be approved by the Director of Parks and Recreation or their designee.

When requests for a full week vacation conflict with requests for less than a full week vacation and the operational needs of the Department preclude the granting of both those requests in the same week, then

requests for a full week will take preference over requests for a lesser period. Notwithstanding anything herein to the contrary, in an emergency situation, the appropriate department head may grant an employee permission to use vacation time in single days subject to the manpower needs of the department and other administrative controls.

Individuals who, because of job-related or other illness or disability, do not take all of their vacation leave may request the right to carry over unused vacation leave from one calendar year to the next. Any such request must be submitted in writing to the appropriate Department Head prior to December 31st of the calendar year in question. In the event that any such request is not approved by the Department Head, the requesting employee will be credited with extra sick leave equal to the number of unused vacation leave days that were not carried over to the next year.

Section 3: Vacation Rollover:

Unit members are allowed to "roll over" accrued vacation time of up to one week. Vacation time rollover of more than five (5) days must be approved by the department supervisor. The notice of the employee's intention to do so, must be in writing and must be filed with the department head on or before December 1 of the year in which the vacation was earned. Unit members should use their rollover amounts by June 30th. In the event that any such request is not approved by the Director of Parks and Recreation or their designee, the requesting employee will be credited with extra sick leave equal to the number of unused vacation leave days that were not carried over to the next year.

ARTICLE XIV
GRIEVANCE AND ARBITRATION

Section 1: DEFINITIONS.

"Grievance" -- A dispute between an employee and the City or between the Employees' Collective Bargaining Representative (ECBR) and the City as to any of the following:

- a) The meaning, interpretation, or application of the collective bargaining agreement.

Section 2: RIGHT TO INITIATE AND PROSECUTE GRIEVANCE.

- a) Nothing in this Agreement shall be interpreted to require the ECBR to prosecute an employee's grievance if it considers it to be invalid or without merit.

- If at any step of the grievance procedure the aggrieved employee decides to accept the decision rendered, he may do so. However, the ECBR shall have the right to pursue the matter through the remaining steps.
- Employees with less than six months of service may not use the grievance and arbitration procedures.

Section 3: GRIEVANCE PROCEDURE.

The City and the Union acknowledge that it is usually most desirable for an employee and the employee's supervisors to resolve problems through free and informal communication. If however, the informal process fails to satisfy the employee or the Union, a grievance may be processed.

Once the grievance is processed, it is understood that full exploration of the pertinent facts is beneficial to all. In efforts to fully explore all facts of a grievance and at all steps, the Division Director (i.e., the Director of Public Works or the Director of Parks and Recreation), the Human Resources Director, and the City Manager may conduct informal hearings, conduct group or individual interviews, review records, and perform needed research. All parties (management and Union members) shall fully cooperate in providing full disclosure of information and relative facts.

STEP 1:

The facts in dispute and the claim of the grieving party arising there from shall be presented in writing to the Division Director within ten (10) working days after the occurrence of the events upon which the grievance is based or when such occurrence was brought to the notice of the grieving party. The Grievance is first filed with the Director or Department Head. Response to the grievance will be made within ten (10) working days, stating what action is to be taken in response to the grievance. A copy of the grievance and decision of this Step and all subsequent steps will be filed with the Director of Human Resources.

STEP 2:

If the grievance is not disposed of at Step 1, it shall be submitted in writing by the grieving party within five (5) working days after the response of the Division Director was given, or should have been given, to the Director of Human Resources. Response to the grievance will be made within five (5) working days, stating what action is to be taken in response to the grievance.

STEP 3:

If the grievance is not disposed of at Step 2, it shall be submitted in writing by the grieving party within five (5) working days following receipt of response or date on which response was due by the Director of Human Resources to the Mayor. The Mayor may decide to hold an informal hearing and/or conference at which time the grieving party shall be allowed to present evidence in support of their grievance. Such a hearing shall be held by the City Manager within ten (10) days of the presentation of the grievance to it. The Mayor shall issue a decision stating the action to be taken by it or its reasons, therefore, within ten (10) working days next following the close of the hearing.

If the grievance is not settled at Step 3 or if the Mayor does not respond within the time limits set in Step 3, then within thirty (30) working days after the expiration of the time limits set out in Step 3, the grievance may be submitted to arbitration with the American Arbitration Association in accordance with the Voluntary Labor Arbitration Rules of that Association, or to the Division of Labor Relations.

The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator shall not have the power to amend, add to, or alter the provisions of the Agreement, but shall, within a reasonable time of their appointment, render a decision based on the evidence submitted by the parties, which decision shall be consistent with the provisions of this Agreement. Expenses, including required travel and other expenses of the Arbitrator, shall be borne equally by the parties.

Section 4: DILIGENT HANDLING OF GRIEVANCE.

a) To encourage their prompt and amicable handling, grievances which are not decided within the time period specified at Steps 1 and 2 shall be considered to have been denied and may be advanced to Step 3.

- If both parties agree, grievances may be instituted at a step other than Step 1. The time limitations provided for in the steps outlined above shall apply.
- Time extensions beyond those stipulated above may be arrived at by mutual agreement.

Section 5: MISCELLANEOUS.

a) All grievances shall be presented by the grieving party in written form to indicate the foreman and department of the grieving party, the date of the events complained of, a statement detailing the events which cause the grievance, and the remedy sought by the grieving party. All grievances must set forth the specific provision of the contract, by Article and Section, claimed to be violated. Copies of

all written grievances and the decisions relating to them shall be filed promptly with the Director of Human Resources.

ARTICLE XV
WORK WEEK, WORK DAY, AND WORK CONDITIONS

Section 1:

The usual regular work day for employees of the Park and Recreation Department shall start at 7:00 A.M. and end at 3:15 P.M. A time period of one-half (1/2) hour taken approximately in the middle of the work day shall be the lunch break. This shall be unpaid time. Employees will receive eight (8) hours pay for the day. There will be no afternoon work stoppage. If any portions of this section are inconsistent with State or Federal Labor Laws, this section shall not apply. The previously mentioned work hours will be on a trial basis for a period of one (1) year. If both parties are in agreement, the work hours shall remain for the duration of the contract.

Forty (40) hours shall constitute a week's work. The usual regular work week shall be Monday through Friday. However, it is understood that some shifts may work at other times.

Employees shall receive one (1) break of fifteen (15) minute duration for each four (4) hour period of work.

Section 2:

There will be no changes in wages, hours and working conditions with out prior consultation with the Union and providing the proposed changes are not in conflict with any provision of this Agreement.

Section 3:

It is agreed that if there are additional regular second and third shifts established, employees assigned to work these shifts on a regular basis shall be paid the same premium now paid to the existing second and third shifts.

Section 4:

A Police Officer shall be on duty on all jobs where the safety of the employees requires the presence of a Police Officer. A determination on this issue will be made by the Superintendent or their designee. The City agrees to use good faith and reasonable efforts to secure the services of a Police Officer if it is determined that one is necessary. If, after such efforts, the City is unable to secure a Police Officer, the City shall use other suitable safety precautions at the work site.

Section 5:

The Union and its members, unless he/she is physically incapacitated, both collectively and individually, do agree to guarantee that any emergency manpower needs of the City and/or individual departments shall be met as determined by management provided all emergencies are handled within the provisions of this Agreement.

Section 6:

During periods of extreme weather conditions, the City will make all reasonable efforts to accommodate its employees' health and well-being.

ARTICLE XVI
WAGES

Effective July 1, 2016 all employees covered by this Agreement shall be paid in accordance with the salary schedule and license and certification schedule attached hereto and made a part hereof. When an employee is promoted from one grade to another, they will be slotted into the new grade at a step at least equal to one step above they/theirs step prior to advancement. If the employee is at step 6, they will receive an increase at least equal to the difference between step 5 and step 6 at their grade prior to their promotion.

Adjustment to base wage:

FY '23:

- 2% COLA
- Add 3 steps at top of wage scale (each 2% higher than pervious step)
- All unit members step upon ratification
- All unit members step on their anniversary date
- On June 30, 2023: Step one of scale is eliminated and steps are renumbered

FY '24

- 2% COLA
- All unit members step on July 1, 2023
- All unit members step on their anniversary date
- On June 30, 2024: Step one of scale is eliminated and steps are renumbered

FY '25

- 2% COLA
- \$.75 wage adjustment on all steps

Salary Schedule:

December 15, 2014: Add a new step 7 to all those at step 6 for more than one (1) year with a step date between July 1 and December 31 and step date will become December 15 for this group.

June 15, 2015: Add a new step 7 for all those at step 6 for at least one (1) year with a step date between January 1 and June 30.

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

Working Supervisors shall receive the following amounts in addition to their regular wages:

Effective July 1, 2010: \$1000.00 annually

This stipend will be paid in two (2) equal installments; one (1) during the third pay period in July and one (1) during the first pay period in December.

All employees scheduled to work Tuesday through Saturday shall receive a 9% differential for scheduled work performed on Saturdays.

ARTICLE XVII
OVERTIME

Section 1:

All time worked over forty (40) hours in any week or after eight (8) hours in any one (1) day shall be paid for at the rate of time and a half (1½). For the purpose of computing the forty (40) hours, time lost because of sickness and vacation time shall be considered as time worked.

Compensatory time provides employees with paid time off rather than the traditional paid overtime policy. Compensatory time allows employees to use "Compensatory Time" with Department Head approval. The parties recognize that it is the responsibility of the City to ensure that adequate

staffing exists to fulfill all job requirements. The accrual rate of compensatory time shall be the same as that used for the accrual of overtime payments with the difference to be that the hourly rate payment for overtime would be converted to compensatory time due the employee. The option to apply compensatory time in place of overtime payment is solely the employee's. There will be a maximum accrual of forty (40) hours.

All overtime, except for call-outs (also known as "call-ins" or "callbacks"), must be approved in advance by a supervisor.

Section 2:

Emergency work performed such as snow and ice removal, between 11:00 P.M. and 7:00 A.M. shall be paid at two (2) times the regular rate of pay. However, two (2) times the regular rate of pay shall not apply to scheduled shift work.

There shall be no pyramiding of overtime.

Section 3:

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

Section 4:

Call list for extra work and overtime work in each division shall be posted in an area where any or all employees have access to same.

Section 5:

Employees will not be required to report in on a call in or call back unless they are guaranteed a minimum of three (3) hours work or three (3) hours pay at time and one-half (1 ½).

Section 6:

It is understood that the nature of the work requires that each employee participate in the "on-call" program.

Section 7:

Storm watch stipend: The four (4) employees who are designated to be on-call for the Department of Public Works to participate in snow plowing operations, will receive a \$250.00 stipend annually for snow plowing duties in recognition of limitations of employees activities while on call. The stipend is only available to those employees who are on call for the entire snow season.

Section 8:

The Parks Department will make every effort to keep overtime voluntary for qualified employees. The Union agrees and has exclusive rights to provide the requested overtime labor. Any mandatory overtime will start with least senior, qualified, employee according to the Divisional seniority list. It is the Union's responsibility to track seniority according to the rules of this contract and provide to the City the labor needed to comply with this section. Qualified labor shall be determined by management and in accordance with other provisions of this contract. Management shall assign employees at its discretion should the Union fail to comply with the provisions of this section.

ARTICLE XVIII
TRAVEL ALLOWANCE

Section 1:

- a. City vehicles shall be used when available.
- b. City vehicles shall only be used in compliance with the City of Framingham Policy on Management of Vehicles for Employment-Related Purposes.

Section 2:

If use of a private automobile is authorized by the appropriate elected Department Head, a travel allowance of equal to the rate approved from time to time by the Internal Revenue Service will be paid to the employee for use of the automobile.

ARTICLE XIX
JURY DUTY

Any employee called for jury duty will receive the difference between their regular pay and their payment for jury service. Employee must submit documentation as provided by the court of demand for jury duty and completion of such.

ARTICLE XX
MILITARY LEAVE

Members of the bargaining unit will be covered by the City of Framingham Policy on Military Leave.

ARTICLE XXI

BEREAVEMENT LEAVE

Section 1:

An employee shall receive three (3) consecutive work days leave without loss of pay for a death in the immediate family. The immediate family of an employee shall consist of they/theirs spouse and the mother, father, sister, brother, child, grandchild, and grandparents of the employee or they/theirs spouse. All bereavement leave must be taken within fifteen (15) days of the date of death or within a reasonable extension to be determined by the Department Head. Effective July 1, 1998, "immediate family" shall include the step-children and step-parents of an employee.

Section 2:

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

Section 3:

An employee shall receive one (1) day leave without loss of pay to attend the funeral of either the employee's or the employee's spouse's uncles and aunts, nieces and nephews.

Section 4:

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

Section 5:

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

ARTICLE XXII **PAID SICK LEAVE**

Section 1:

Sick leave shall accrue at the rate of one and one quarter (1 ¼) days per month and shall be accumulative without limit except as provided below. A doctor's certificate may be required after three (3) consecutive days out sick or five (5) or more days per year.

a. The City may require employees to explain in writing each absence due to illness in a calendar year in excess of five (5) days in the aggregate that the employee wishes charged to paid sick leave.

Available sick leave shall not be granted until such written explanation, when required, has been

received by the Department Head. Where the City has reasonable basis to question the legitimacy of an employee's use of sick leave, it may require such employee to be examined by the City's physician or other medical practitioner to investigate any absences due to illness exceed five (5) days in the aggregate in any calendar year.

Employees are not permitted to call in sick in advance for multiple sick days. The only exception will be a doctor's certificate of illness attesting to the need of an employee to be on sick leave for more than one day.

b. Sick leave incentive- Effective December 1, 2000

- No sick leave usage – City will buy back three (3) days from the employee's sick leave bank to be paid on the second pay period of January. If the employee uses one (1) day of sick leave, the City will buy two (2) days from the employee's sick leave bank to be paid on the second pay period of January.
- If the employees uses two (2) days of sick leave usage the City will buy one (1) day of sick leave from the employee's bank to be paid on the second pay period of January.
- Employees who use no sick leave for three consecutive years, in the forth year the City will increase buy back to five (5) days from the employee's sick leave bank. The amount of such buyback shall remain at five (5) until the employee uses sick leave. Once sick leave is used the employee will revert back to the first three provisions.

OR

- An employee who uses no sick leave may have the option of adding one personal day to their benefit leave time.
- The year will run from January 1 to December 31.
- The Union steward shall bring eligible employees to Management's attention in a reasonable time frame.

An employee who receives Workers Compensation benefits he/she shall accrue contractual benefits only for the first three (3) months only until he/she returns to active employment.

Section 2:

Sick leave may be used for the care of the employee's spouse or children, but after three (3) days a doctor's certificate may be required.

Section 3:

The Union agrees to use its best efforts to assure that sick leave will be used for the purpose for which granted. Any employee who fraudulently reports an illness or injury to secure the benefit of sick leave with pay shall be subjected to disciplinary measures up to and including discharge.

Section 4:

Except for employees hired after July 1, 1987, the City will pay an injured employee the difference between workers' compensation payments and the employee's normal week's pay for up to ninety (90) calendar days. For employees hired after July 1, 1987, the City shall be required to pay the difference for up to sixty (60) calendar days. The provisions of this Section shall be applicable only after an employee has been out of work because of a workmen's compensation injury for fifteen (15) consecutive work days.

Section 5:

Accrued personal sick leave may be used to supplement workmen's compensation payments.

Section 6:

An employee who uses no sick leave in any contract year shall accrue five (5) extra sick leave days for that contract year (or twenty (20) sick leave days in all for that contract period)

Section 7:

An employee who retires, terminates or otherwise leaves the employ of the City of Framingham and who has accrued sick days at the time of said severance from employment, may donate such accrued sick leave days to the Sick Leave Bank up to a maximum of one (1) sick leave day for each year of the employee's service with the City.

ARTICLE XXIII
LEAVE OF ABSENCE

Section 1:

Leaves of absence for any purpose are subject to approval by the Division Director (i.e., the Director of Public Works or the Director of Parks and Recreation) and the Human Resources Director.

Requests for leave of absence shall be made in writing to the appropriate elected Department Head.

Such requests for leaves of absence, when recommended by the appropriate elected Department Head, will be referred to the Human Resources Director along with that recommendation.

The reply to the employee's request for leave will be made in writing. Such leaves of absence granted will be without pay.

Section 2:

Seniority and other benefits will not accrue during the period of the leave of absence.

Section 3:

The applicant and the Union shall have an opportunity to appear before the appropriate Department Head and/or the Human Resources Director to present case for application of leave.

Section 4:

An employee who is on leave of absence status and who fails to report for work on the first working day following completion for the leave period shall be considered terminated from employment unless an extension was requested in writing, recommended by the appropriate Department Head and approved by the Human Resources Director.

The applicant and the Union shall be given an opportunity to present the case for extension to the appropriate elected Department Head and/or the Human Resources Director.

ARTICLE XXIV
RESIDENCY REQUIREMENTS

All employees must reside in close enough proximity to meet the emergency manpower needs of their respective departments as determined by management.

ARTICLE XXV
MISCELLANEOUS

Section 1:

Workmen's Compensation coverage, pension, and wash-up time shall remain as at present. Life and Medical insurance must be bargained through the coalition bargaining process specified in MGL Chapter 32B, Section 19. In the absence of Section 19, the Union reserves the right to bargain this insurance.

Section 2:

In the interest of safety of employees and the public, and in accordance with the law, where special licenses to operate motor equipment is required, an employee without such license will not be

required in any case to operate such equipment. The City and Bargaining Unit members shall be required to abide by the rules of the Safety Committee.

Section 3:

The City requires its mechanics to provide their own basic tools necessary to perform their duties. The City agrees to replace any such tool which is broken on the job. Each mechanic shall be reimbursed up to three hundred dollars (\$300.00) per year for tools which he has purchased and which are necessary to perform their duties. Purchases must be evidenced by paid receipts, and the tools must be stored at the City facilities.

Section 4:

The City assumes the responsibility of having available for the use of its mechanics those metric tools necessary to perform their duties.

Section 5:

Each permanent Public Safety Mechanic will receive a public safety apparatus stipend of \$500 per year and shall be payable in the first pay period of December.

Section 6:

The City agrees to deduct from the employee's earnings the amount as shown on the designated authorization form for the Union Pension Program.

The withheld deductions will be forwarded to the designated Union office as soon as practical following the actual withholding, together with a record of the amount and the names of those for whom deductions have been made.

The two employees transferred from the bargaining unit to the non-bargaining group effective March 14, 2005 who had participated in the LIUNA Pension long term and are identified in the MOA, shall have the right to remain in the LIUNA program at the current contract contribution rate provided by the City. This shall remain in effect until such time as the employee leaves the position to which they have been transferred.

ARTICLE XXVI

LICENSING AND TRAINING CERTIFICATIONS

The City hereby agrees to provide annual incentives for Licensing and Training Certifications by offering stipends to employees who acquire and maintain the following valid licenses and certifications in accordance with the "Reimbursement for Licensing and Training Certifications – Schedule A". The City shall compensate the employee for the cost of the respective exam(s) only upon the successful completion of said exam and the receipt of the certificate or license. The employee is responsible for the license application and renewal process and the costs associated therewith. The City shall reimburse the employee for the renewal costs of said licenses and certifications upon presentation of a valid receipt. If the employee fails to renew, or to maintain, a current license or certificate, for which the City had previously compensated the employee, the City shall not again compensate the employee for the re-testing fees. The licenses and certifications that are established as a progressive process shall not be combined for purposes of reimbursement. The provision of compensation under this clause does not alter the minimum requirements for a certification or license within a specific position description.

The employee is responsible for reporting the current status and the renewal dates of all licenses and certificates to the Division Head on July 1st of each year. The employee shall complete a form provided by the Department in which the employee may request reimbursement and compensation. If the employee is not in possession of the valid license or certification as of the first day in the fiscal year of the application, the stipend shall be calculated from the next full quarter of the fiscal year in which the license or certification was acquired. The request for license and certification stipends must be generally relevant to the function of the Department in which the employee is working. The applicability and number of these licenses and certificates shall be at the discretion of the respective Division Director.

All employees whose current position requires them to have a CDL will possess a CDL within six (6) months of employment in that position. The current list of non-CDL required positions includes the following:

Parks Dept. - Motor Equipment Operator I

Parks Dept. – Arena Night Supervisor

The Union steward shall provide for review by the Director or they/theirs designee, on appropriate City forms, all requested stipend payments with photo copies attached.

The parties agree to create a Stipend Committee to review and recommend an updated stipend list and payment schedule. The committee's work will be completed by January 30, 2025.

The parties agree the following stipends shall be paid for the following tasks:

Needle pick-up stipend: \$500 per year with once per year training provided by the City. This stipend shall be paid notwithstanding the cap for stipends due to licenses.

ARTICLE XXVII **UNION ACTIVITIES**

Section 1:

The City will provide a bulletin board for the use of the Union for official notices and other non-controversial matters.

Section 2:

A steward shall be appointed by the Union. The name of the steward and any alternate shall be given to the Department Head of the Parks and Recreation Department upon ratification of this Agreement by the parties. Any change in these positions shall be promptly reported. The steward shall be responsible to see to it that the provisions of this Agreement are adhered to by the City and the employees. Insofar as the work requirements of the Parks Department permit, Union officers and/or stewards will be excused from duty with pay, when required to help in the processing and servicing of employees with grievances applicable to the Parks Department. Union officers and/or stewards shall give the employer reasonable advance notice of their desire to conduct such Union business so that work schedules may be arranged accordingly. Two (2) employees may be absent from work at one time to conduct such Union business with prior approval of the employer. Additional employees may be absent from work at one time to conduct Union business, with prior approval by the Department Head or

they/theirs designee. Union business may be conducted on City time with reasonable notice and prior permission by the Department Head or they/theirs designee.

Section 3:

Night shift personnel shall be allowed to attend monthly union meetings subject to prior approval of the Department or Division Head. Such personnel shall be required to use a sign-in sheet, shall be subject to recall to duty, and shall not be entitled to overtime pay for attendance at such meetings.

ARTICLE XXVIII
PERSONAL DAY

There shall be one (1) personal day in the first year of employment.

One (1) additional personal day after the first full year for a total of two (2) personal days in the second year.

Personal time may be utilized in units of no less than four (4) hours and cannot be carried forward to the next fiscal year. The use of personal time requires the concurrence of the immediate supervisor. Employees shall provide preferably at least twenty-four (24) hours' notice in advance of the proposed utilization. Request for personal time shall be in writing on the form which has been agreed to by the employer and the Union and shall be provided by the employer. The City recognizes that the circumstances may arise wherein it becomes impractical for the employee to give the preferred advance notice. In such circumstances, the employee shall provide as much advance notice as possible by way of established departmental protocols to their immediate supervisor and upon their return to work, will check in with the supervisor to insure that their personal time has been properly accounted for.

ARTICLE XXIX
WAIVER

The Union and the City agree that each had a right to bargain for any provision that they wished in this contract and each expressly waives the right to reopen the contract for any further demands or proposals that could have been prior to the effective date of this contract and that the present contract constitutes a complete agreement on all matters and that if other proposals have been made, they have been withdrawn in consideration of this Agreement.

ARTICLE XXX
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 new employee in the bargaining unit shall contribute two (2) of their sick days to the bank.

Section 3:

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

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 to serve at its discretion. The sick leave bank committee shall determine the eligibility for use of the bank and the amounts 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 anytime, 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 XXXI
SICK LEAVE BUYBACK

Upon ordinary retirement or death, a bargaining unit member or they/theirs heirs shall be entitled to a buy-back of they/theirs 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 120 days of unused accumulated sick leave, he 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 Three thousand and five hundred dollars (\$3,500.00). Effective July 1, 2011, the maximum value of the sick leave buy back is six thousand dollars (\$6,000). Employees must provide a four (4) month notice if required. For purposes of buy-back one day shall consist of one (1) day's pay at the employee's prevailing base rate of pay.

ARTICLE XXXII
LONGEVITY

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

	Present:	July 1, 2011
10 years	\$200.00 per year	\$250.00
15 years	\$250.00 per year	\$300.00
20 years	\$300.00 per year	\$350.00
25 years	\$350.00 per year	\$400.00
30 years	\$400.00 per year	\$450.00

ARTICLE XXXIII
TRAINING

Each eligible employee will receive a stipend of Six hundred dollars (\$600.00) per year to attend and participate in eight (8) hours of training, including safety training, CPR, and First Aid training per year.

If requested by the City, the Massachusetts Laborer's Council will provide an instructor and program for this training.

This stipend shall be effective for the calendar year commencing January 1, 2016, and shall be payable each December thereafter. The stipend shall not be considered an increase in base compensation, nor shall it be used in calculating any other benefits hereunder.

ARTICLE XXXIV
DISCIPLINARY PROCEDURES

The Department Heads or appointing authority shall exercise full disciplinary authority consistent with progressive discipline, as set forth in Section 24.1 of the City's Personnel Bylaw, and their responsibilities to direct employees to perform the required work duties in order to achieve departmental goals and satisfactory municipal service to the general public.

All warnings, suspensions and discharges must be stated in writing and a copy given to the employee and union.

All disciplinary actions, including discharges, shall be applied in a fair manner and shall not be inconsistent to the infraction for which disciplinary action is being applied. The following actions, though not inclusive, are prohibited and may result in disciplinary action, up to and including termination.

- The use of profanity or objectionable/offensive language in the presence of any member of the public;
- Use of profanity or objectionable/offensive language in the presence of any employee, once such conduct has been identified as unacceptable by individuals present, even if it considered to be "shop talk;"
- Theft of City property, whether personal, public or private
- Physical fighting, with anyone, except for self-defense, while working;
- Harassment, that creates a hostile work environment, of any sort;
- Failure to wear/use appropriate safety equipment;
- Failure to follow the written or oral orders of supervisory personnel;
- Possession of alcohol or controlled substances in the workplace.
- Abandoning post without authorization by supervisor.
- Falsifying documents.
- Violating City of Framingham policies and procedures.
- Not showing up for assigned shift without calling in to notify supervisor.

ARTICLE XXXV
GPS IN CITY VEHICLES

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

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

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

Nothing in this policy shall negate management rights in Article V.

All vehicles that are equipped with an activated GPS unit will be marked as such within the vehicle.

The data from the GPS system will be available for one year.

ARTICLE XXXVI

DURATION

The provisions of this Agreement will be effective July 1, 2022 and will continue and remain in full force and effect through June 30, 2025 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 its desire to terminate this Agreement.

Signed as of the 15 day of August, 2024.

CITY OF FRAMINGHAM

MAYOR

BY:

**MASSACHUSETTS LABORERS'
 DISTRICT COUNCIL LOCAL 1156**

BY:

7/26/24

Schedule A

Reimbursement for Licensing and Certifications

Commonwealth of Massachusetts:

	6/30/11	7/1/11	7/1/12	Total Change:
Hoisting License Class 1A	\$500.00	\$500.00	\$500.00	\$0
Hoisting License Class 1B	\$300.00	\$500.00	\$500.00	\$0
Hoisting License Class 2A	\$200.00	\$300.00	\$300.00	\$0
Hoisting License Class 2B	\$0	\$300.00	\$300.00	\$300.00
Commercial Driver's License – Class A	\$300.00	\$500.00	\$500.00	\$200.00
Commercial Driver's License – Class B	\$0	\$300.00	\$300.00	\$300.00
Commercial Driver's License – Tanker Endorsement	\$150.00	\$150.00	\$150.00	\$0
Commercial Driver's License – Hazmat Endorsement	\$150.00	\$150.00	\$150.00	\$0
Construction Supervisor's License	\$500.00	\$1000.00	\$1000.00	\$500.00
H/VAC/R License		\$1000.00	\$1000.00	\$1000.00
Master Plumber's License	\$800.00	\$1000.00	\$1000.00	\$200.00
Journeyman Plumber's License	\$500.00	\$500.00	\$500.00	\$0
Master Electrician's License	\$800.00	\$1000.00	\$1000.00	\$200.00
Journeyman Electrician's License	\$500.00	\$500.00	\$500.00	\$0

Commercial Pesticide Applicator License	\$300.00	\$700.00	\$700.00	\$200.00
Commercial Pesticide Applicator Certification	\$700.00	\$1200.00	\$1200.00	\$500.00
Certified Arborist MAA	\$750.00	\$1200.00	\$1200.00	\$450.00
Certified Horticulturist	\$750.00	\$1200.00	\$1200.00	\$450.00
Certified Landscape Professional MCLP	\$500.00	\$800.00	\$800.00	\$300.00
Landscape Architect	\$800.00	\$1200.00	\$1200.00	\$400.00
Umass Green School Arboriculture Certificate	\$0	\$600.00	\$600.00	\$600.00
Umass Green School Landscape Management Cert.	\$0	\$600.00	\$600.00	\$600.00
Umass Green School Turf Management Cert.	\$0	\$600.00	\$600.00	\$600.00
Landscape Design Certificate	\$0	\$800.00	\$800.00	\$800.00
Master Gardener Certificate	\$0	\$800.00	\$800.00	\$800.00
Backflow and Cross Connection Tester DEP	\$250.00	\$600.00	\$600.00	\$600.00
Backflow and Cross Connection Surveyor DEP	\$400.00	\$700.00	\$700.00	\$300.00
<u>American National Standards Institute (ANSI):</u>				
Vertical Welding – ANSI Structural Welding Code D.1.1	\$250.00	\$350.00	\$350.00	\$100.00
Horizontal Welding – ANSI Structural Welding Code D.1.1	\$250.00	\$450.00	\$450.00	\$200.00
Overhead Welding – ANSI Structural Welding Code D.1.1	\$250.00	\$550.00	\$550.00	\$300.00
Safe Bucket Truck Operation	\$0	\$500.00	\$500.00	\$500.00
Snow and Ice Control Certificate	\$0	\$500.00	\$500.00	\$500.00
National Playground Safety Inspector Certification	\$0	\$500.00	\$500.00	\$500.00