

**City of Framingham
Off the Record Proposals to
Framingham Police Superior Officers Association
March 2, 2020**

The City of Framingham (hereinafter "City") and the Framingham Police Superior Officers Association (hereinafter "FPSOA" or "Union") hereby agree to amend the current collective bargaining agreement between the City and the FPSOA as set forth in this Memorandum of Agreement ("MOA"):

1. Duration: Three (3) year agreement, FY 2019 – FY 2021 (July 1, 2018 to June 30, 2021).

2. Wages:

- a. 7/1/2018 one percent (1%) cost of living increase
- b. 7/1/2019 zero percent (0%) cost of living increase
- c. 7/1/2020 one percent (1%) cost of living increase
- d. Effective upon City Council approval, a new pay schedule which is set forth in **Attachment A** (pay schedule) shall be adopted, in exchange for the FPSOA agreeing to replace the current civil service system with the system set forth in **Attachment B** (Promotions) without further bargaining.

3. Sick Leave Buy Back:

- a. Amend contract language in Article XXVII as follows:

Effective January 1, **2020**, any member of the bargaining unit who thereafter commences his/her/their **twenty-fifth (25th)** year as a **sworn municipal police officer**, shall receive a **salary increase equivalent to two-percent (2%) of said employee's annual base salary**. Each such employee shall receive an additional **two-percent (2%) annual salary increase in the 26th year of employment as a sworn municipal police officer** and an additional **two-percent (2%) annual salary increase in the 27th year of employment as a sworn municipal police officer, consistent with the existing practice of payment.**

4. Contract "clean up."

A committee of three to four people from the City and the Union will be assigned to prepare an integrated collective bargaining agreement updating all articles in accordance with this and other recent memoranda of agreement, removing terms and conditions that are no longer applicable and incorporating any side letters of agreement into the contract proper. At least one principal officer of the Union shall serve on the committee. The review and revision shall be done within 90 days of the execution of the agreement, following which time the integrated collective bargaining agreement shall be executed by the City and the Union.

5. Commanding Officer Rate: Add a new section to Article X, Wages as follows:

A Sergeant serving as the commanding officer for a shift or unit shall receive the pay equivalent to that of a Lieutenant with the same years of service in rank.

6. **Educational Incentive:** FPSOA members will be eligible to receive educational incentive payments as set forth in **Attachment C**, which amends Article X, Section 4.

7. **Shift Assignments Amend Article VI, Section 3 as follows:**

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

If there is a vacancy during the year, shift bids will be reopened at that time and will remain in effect until the next bid cycle.

8. **Vacations - Amend Article VII, Section 1 as follows:**

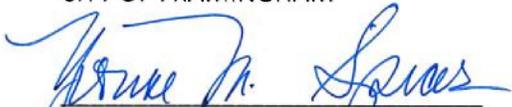
The vacation plan shall be in accordance with the personnel by-laws in effect during Fiscal Year 1978 except that three (3) weeks vacation shall be granted after five (5) years of service and four (4) weeks after ten (10) years of service. Vacation leave of five weeks with pay shall be granted to any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

9. **Permanent Promotions**

Upon promotion to a Lieutenant, a Sergeant shall be placed at the step one (1) on the Lieutenants pay schedule or the step that is 4% higher than their current base pay, whichever is higher. After one (1) year of service as a Lieutenant, they shall move in the salary schedule corresponding to their step based on years of service in the bargaining unit.

Executed this 2 day of March, 2020.

CITY OF FRAMINGHAM



Yvonne M. Spicer, Mayor

FRAMINGHAM POLICE SUPERIOR OFFICERS ASSOCIATION



Scott A. Brown,
President

APPROVED AS TO LEGAL FORM:



Christopher J. Petrini,
City Solicitor

Attachment A - Pay Schedule - based on years of service in the bargaining unit

Transition to new pay Schedule:		
Effective		
Date:	Years of Service in BU	Step
1/1/2020	Less than 2 years	1
	2 years	2
	4 years	3
	6 years	4
	10 years	5
	15 or more years	6

Super Steps for Longevity

Effective: Lieutenants		Years of Service as a Sworn Municipal Police Officer				
1/1/2020	Years of Service in BU	Step	Annual	Annual (25 years)	Annual (26 years)	Annual (27 years)
1/1/2020	0	1	86,977.44	88,716.99	90,491.33	92,301.16
1/1/2020	2	2	88,716.99	90,491.33	92,301.16	94,147.18
1/1/2020	4	3	90,491.33	92,301.16	94,147.18	96,030.12
1/1/2020	6	4	92,301.16	94,147.18	96,030.12	97,950.72
1/1/2020	10	5	94,147.18	96,030.12	97,950.72	99,909.74
1/1/2020	15	6	96,030.12	97,950.72	99,909.74	101,907.93

Effective: Sergeants		Years of Service as a Sworn Municipal Police Officer				
1/1/2020	Years of Service as Sgt.	Step	Annual	Annual (25 years)	Annual (26 years)	Annual (27 years)
1/1/2020	0	1	79,070.40	80,651.81	82,264.84	83,910.14
1/1/2020	2	2	80,651.81	82,264.84	83,910.14	85,588.34
1/1/2020	4	3	82,264.84	83,910.14	85,588.34	87,300.11
1/1/2020	6	4	83,910.14	85,588.34	87,300.11	89,046.11
1/1/2020	10	5	85,588.34	87,300.11	89,046.11	90,827.04
1/1/2020	15	6	87,300.11	89,046.11	90,827.04	92,643.58

PROMOTIONS / CIVIL SERVICE REPLACEMENT

Introduction

All advancements/promotions within the Framingham Police Department shall be made at the direction of the Chief of Police. This promotional process is designed to guide the Chief of Police in identifying and evaluating the promotional potential of the candidates and in making promotional decisions. The Framingham Police Department will use this competitive promotional process in place of current Civil Service process. This process will generate promotional lists of candidates eligible for promotion to the rank of Lieutenant based on the points awarded as set forth herein.

Eligibility for Promotion

To be eligible for promotion to the rank of Lieutenant, the candidate must have served as a Permanent Full Time Framingham Police Sergeant for at least 3 years as of the date of the written promotional examination.

Examination Announcement

The Chief of Police will announce promotional examinations at least one-hundred and twenty (120) days in advance of the written examination. The subject area(s) and, as applicable, the source materials for the written examination will be specified in the announcement.

If two (2) or more vacancies exist and there is no active promotional list, at least ninety (90) days advance notice may be given for the written promotional examination.

The Selection Process

The selection process for the position of Lieutenant will consist of the following elements:

Written Examination	75 points
Oral Interview Panel	9 points
Service as a Framingham Police Sergeant	8 points
Education	3 points
Work Performance	5 points

Written Examination

The Framingham Police Department will engage the services of an established promotional testing company to develop a written promotional examination based on specifications provided by the Chief of Police.

The written examination will assess leadership, management, and policing skills as well as knowledge derived from sources such as but not limited to: Framingham Police Department Rules, Regulations, Policies, and Procedures, City of Framingham Ordinances, Massachusetts General Laws, case law, law enforcement related publications. The Chief of Police will determine the content of the examination.

The City shall allow a member of the FPSOA to be present during initial discussions with firm selected to write the examination for the position of Lieutenant. Said designated individual shall not be eligible to take the promotional examination. All examination questions will be considered strictly confidential.

Candidates must earn a minimum passing score of seventy-five 75 % on the written examination to advance to the next steps in the selection process. Candidates and the Framingham Police Department will be given the result of a promotional exam in a pass/ fail format. No examination scores will be released until all other points are calculated into the final score and that score is finalized and recorded with the Police Department and released to the candidates.

Any member of the FPSOA who passes a promotional exam for the rank of Lieutenant may continue with the other elements of the selection process and be eligible for consideration for promotion.

Candidates who pass the written examination and qualify as United States Military Veterans, as defined by G.L. c. 31 § 1, who have at least 1 year of full-time continuous active duty military service, shall have one (1) point added to the candidate's written examination score.

Interview Panel

The interview panel shall be comprised of three (3) law enforcement executives selected by the Police Chief. One Framingham Police Department Deputy Chief and two outside executives who hold the rank of Captain or higher will comprise the panel. The panel will award a maximum of nine (9) points to candidates based on the candidate's performance in the interview component of the selection process.

The Chief of Police may be present during the interviews but he shall not serve as a member of the interview panel nor participate in the panel's deliberations.

The panel interview will be electronically (audio and video) recorded.

The panel shall score the interview based solely on each candidate's interview performance and immediately following the conclusion of each interview. Interview scores shall not be disclosed or disseminated until after all interviews for the position have been completed.

Dimensions to be evaluated, include but are not limited to: verbal communications, appearance, demeanor, job knowledge, attitude, self-development, and / or leadership and management skills, ability and potential.

Service as a Framingham Police Sergeant

A maximum of eight (8) points for experience shall be awarded based on the candidate's experience as of the date of the written examination, as follows:

3-5 years of service as a Framingham Police Sergeant	2 points
6-7 years of service as a Framingham Police Sergeant	4 points
8-9 years of service as a Framingham Police Sergeant	6 points
10 or more years of service as a Framingham Police Sergeant	8 points

Education

A maximum of three (3) points for the most advanced degree which a candidate has earned shall be awarded as follows:

Associates Degree	1 point
Bachelor's Degree	2 points
Master's, Law, or Doctorate Degree	3 points

Candidates will only receive credit for one (1) degree. There will be no "double counting."

Work Performance

A maximum of five (5) points will be awarded based work performance, as determined by the Chief of Police. Candidates will be rated in the following areas: attendance, quantity and quality of work based on work assignment and performance, commitment to policing and the Department's mission, discipline and commendations, community engagement and positive citizen contacts. Any candidate receiving zero (0) points shall have written explanation as to the scoring.

Candidate Rankings

Scoring for the promotional process shall be calculated by totaling the points earned from the written examination, oral interview, experience, education, and work performance components.

At the conclusion the selection process each candidate will receive a scoring sheet that lists the points he or she earned for each component of the process.

The candidates will be listed based on the overall number of points earned, with the candidate who earned the highest number of points at the top of the list.

The Chief of Police will consider the lists generated by this process when he determines that it is necessary to make promotions to the position of Lieutenant.

Once an applicant has been promoted, his or her name will be removed from the promotional list.

Upon promotion, if the candidate fails to complete his/her probationary period, the vacancy created by that demoted individual must be filled utilizing the original list of candidates and will not generate additional / new candidates for that vacant position.

If there is one (1) vacancy, the Chief may select from among the top three (3) candidates.
If there are two (2) vacancies, the Chief may select from among the top four (4) candidates.
If there are three (3) vacancies, the Chief may select from among the top five (5) candidates.
If there are four (4) vacancies, the Chief may select from among the top six (6) candidates.

In the event that candidates with tied overall scores are reached for consideration, all candidates having the tied score will be allowed to participate in the selection process.

The promotional list shall remain in effect for a period of two (2) years from the date the Chief of Police calculates the final overall scores and notifies the candidates via City's e-mail system. If no promotions are made to the rank of Lieutenant, the promotional list shall be extended for one (1) additional year, for a maximum of three (3) years.

In the event two (2) or more candidates are promoted at the same time with identical scores, the candidate with the higher written score shall have seniority. If the written scores are identical, the candidates time in grade shall determine seniority. **If time in grade is identical, seniority as a patrol officer shall prevail.**

Probationary Period

As set forth below, the Chief shall have the right to return an employee to his or her former rank if the Chief determines the employee's performance is not satisfactory. Any return of an

employee to his or her former rank during the employee's probationary period shall not be subject to the grievance / arbitration provision of the CBA.

Promotions to the rank of Sergeant are contingent on satisfactory performance during a six (6) month initial evaluation period.

If a newly promoted Sergeant's performance is unsatisfactory within his or her initial six (6) months in the position of Sergeant, he or she may be placed on a performance improvement plan and his or her probation shall be extended for an additional 6 months, for total of twelve (12) months, during which time the Chief shall have the right to return the employee to his or her former rank if the Chief determines the employee's performance is not satisfactory. Any return of an employee to his or her former rank during the employee's probationary period shall not be subject to the grievance / arbitration provision of the CBA.

Promotions to the rank of Lieutenant are contingent upon satisfactory performance during an initial period of ninety (90) actual work shifts, where the candidate is actually performing the duties of a Lieutenant, not to include details, time off, and court time.

Any action or performance which is deemed unsatisfactory must be identified and brought to the attention of the ranking officer and his or her immediate supervisor in writing. An attempt will be made to correct the deficiency in the future with a written improvement plan. No sergeant or lieutenant will be returned to their previous rank having not been given the opportunity to correct actions that have been deemed unsatisfactory.

Nothing herein shall be construed as limiting the Chief's right to demote an employee for just cause.

Attachment C

Amend Article X, Section 4 to read as follows (changes in ~~strikethrough~~ and **BOLD**):

(add section subparagraph letters)

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

b. The ~~CityTown~~ of Framingham agrees that it will compensate bargaining unit members as currently specified by G.L.c. 41 § 108L, irrespective of any reimbursement(s) or lack thereof from the State.

c. In the event § 108L is repealed by the Legislature, officers who would have qualified for educational incentive benefits immediately prior to the repeal of said statute shall ~~receive annually the flat rate amounts equating to that paid out in the prior year~~ **be eligible for the same educational incentive available to officers who are not eligible for educational incentive benefits pursuant to G.L. c. 41, §108L solely because of the officer's date of hire.**

d. Any employee hired after July 1, 1993 must qualify under §108L **or as described below** in order to receive educational incentive benefits.

e. **Effective January 1, 2020, any Superior Officer receiving Quinn Bill benefits will be "grandfathered" and will continue to receive Quinn and will not receive the new education incentive and will not be subject to the maximum amount or "cap." A current member may choose to receive the new education incentive but no one can receive both.**

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

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

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

~~Thereafter, the Town of Framingham shall deduct from the payment made to each eligible Officer the pro rata amount, if any, by which the Commonwealth reimbursement to the Town under the said program has fallen short of the statutory fifty percent (50%) during the most recent fiscal year for which such reimbursement has been received by the Town.~~

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

Attachment C

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

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

i. Effective January 1, 2020, the CityTown also agrees that it will provide the following educational incentive benefits to officers who are not entitled to benefits pursuant to G.L. c. 41 § 108L, solely because of the officer's date of hire, so long as said officers become members in good standing of the Association and have completed a program which meets all standards, requirements, and qualifications set forth in G.L. c. 41 § 108L as of March 18, 2010:

- a. Associate's Degree: 10%**
- b. Bachelor's Degree: 20% \$13,428 (rank of Sergeant); \$15,442 (rank of Lieutenant);**
- c.b. Master's or Law Degree: 25% \$16,785 (rank of Sergeant); \$19,302 (rank of Lieutenant).**

The maximum amount of educational incentive benefit that can be received by a unit member under this section is \$26,000 per year. No employee who receives educational incentive payments pursuant to G.L. c. 41, §108L shall receive payments under this section.

In addition to eligible degrees currently accepted under G.L. c. 41, §108L, unit members with the following degrees are also eligible for educational incentive benefits under this section:

Any Foreign Language, Sociology, Psychology, Public Administration, Business Administration/Business Management/Economics, History, Criminology, Political Science, Exercise Science/Kinesiology, Forensic Science, Accounting, Information Technology, Computer Science, Management, Social Work, Law/Legal Studies, and Emergency Management.

Criminal Justice Degrees must qualify under G.L. c. 41, §108L or be awarded from a college or university accredited by the New England Association of Schools and Colleges or an equivalent regional accreditation agency recognized by the U.S. Department of Education. It is the employee's obligation to submit a copy of his or her diploma or certified transcript.

The Chief shall have the ability to award educational incentive benefits under this section to employees who have degrees not qualifying under G.L. c. 41, §108L or listed above at his or her sole discretion; any denial of such an award shall not be subject to any grievance, arbitration, or appeal.

- j. Effective July 1, 2020, all educational incentive benefits for unit members, whether under G.L. c. 41, §108L or under subsection h. above, are percentages of base pay, and are paid weekly. Said payments shall be considered base salary increases, used in the computation of overtime rates, and, subject to G.L. c. 150E, §7(d), will be deemed regular compensation for purposes of retirement. Effective January 1, 2020, all education incentive benefits will be included in the computation of overtime rates.**