

**SUPPLEMENTAL MEMORANDUM OF AGREEMENT  
BETWEEN THE TOWN OF FRAMINGHAM  
AND THE  
FRAMINGHAM POLICE SUPERIOR OFFICER'S ASSOCIATION**

1. **Contract Term:** The term of this Supplemental Memorandum of Agreement shall be July 1, 2009 – June 30, 2012.

2. **Educational Incentive**

The Town 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.

In the event that G.L. c. 41 § 108L is repealed, officers who would have qualified for educational incentive benefits immediately prior to the repeal of said statute shall receive annually the flat-rate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.

The Town 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 s.108L, solely because of the officer's date of hire, so long as said officers become members in good standing of the Framingham Police Superior Officer's Association (FPSOA) bargaining association and have completed a program which meets all standards, requirements, and qualifications set forth in G.L.c.41 s.108L at the time of execution of this agreement:

- a. Bachelor's Degree: \$13,428 (rank of Sergeant); \$15,442 (rank of Lieutenant); or
  - b. Master's or Law Degree: \$16,785 (rank of Sergeant); \$19,302 (rank of Lieutenant).
3. The FPSOA agrees to allow the Town to permanently eliminate, without additional bargaining, the position of Captain and one (1) Lieutenant's position for the term of this Supplemental MOA and thereafter. The Chief may reassign, at his sole discretion, the duties associated with the positions of Detail Supervisor and Patrol Commander without further bargaining.
  4. FPSOA members shall work six (6) full work shifts, as assigned and scheduled by the Chief of Police, without additional compensation. There are no "blackout" dates and the Chief shall have full flexibility and discretion with respect to assignments and scheduling. Three (3) of said 6 days shall be worked in FY 2010. FPSOA waives any and all claims under G.L.c.149, secs. 148 and 150 and other analogous statutes for any such additional work shifts worked for no additional compensation.

FPSOA members in lieu of working the six (6) full work shifts may apply the compensation received from the six (6) Holiday Pay days covered under Article VIII Section 3 of the CBA. The Chief may set out the guidelines as to notification of such intent to use Holiday Pay in lieu of working additional shifts.

5. FPSOA members agree to eliminate the existing language in the present contract relating to staffing of shifts over the Thanksgiving, Christmas and New Year's holidays. Specifically, the FPSOA agrees to eliminate Art. VIII Sec. 4 of the latest FPSOA-Town CBA dated and replace it with the following text:

Section 4 Thanksgiving, Christmas, New Years

An officer who submits an entire week's vacation request and is scheduled to work either one or both holidays shall receive preference in terms of having his/her request for such vacation week granted.

Personal days may be requested for Thanksgiving, Christmas, and New Year's Day (Christmas Eve and New Year's Eve for the 3:30PM to 12:20AM shift). If the granting of such request creates a staffing shortage which creates the need for overtime, the Chief of Police or designee may deny said request if the overtime shortage created by said request cannot be filled voluntarily by another member within the collective bargaining unit.

Officers who work overtime on Thanksgiving, Christmas, New Year's, Christmas Eve or New Year's Eve shall receive the following compensation:

1. Double-time their regular rate of pay; or
2. Time and one-half their regular rate of pay and 8.75 hours (8.75 hours at straight pay) of compensatory time owed.

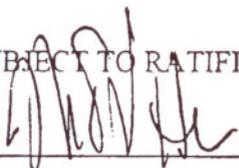
Officers who take the holiday off and create a vacancy on their shift cannot be hired back on overtime to fill the vacancy they created.

6. The base wage increase for FY 2010 and FY 2011 shall be 0%. Effective October 1, 2012, the base wage rate will increase one and one-half percent (1 ½%).
7. The FPSOA agrees to transition to a bi-weekly payroll system and direct deposit upon the request of the Town.
8. The FPSOA agrees to strike the existing contract language regarding sick leave buyback set forth in Article XXVII of the CBA. Following the striking of this language on sick leave buyback, the language on "years of service steps" strictly dealing with service years 25, 26, and 27 will remain in effect. Further technical "clean-up" of this Article will be pursuant to Section 12 below.

9. Town agrees to an increase in the detail rate for private details not paid for by the Town or one of its divisions or departments to the current top step of Sergeant's pay. Town details paid by one of the Town's divisions or departments shall be paid at the currently existing rate without further contribution. Pursuant to this Section, the phrase in the second sentence of Section 2 of Article XXXV "in lieu of sick leave buyback" will be deleted.
10. Effective beginning on July 1, 2011 through June 30, 2012, the FPSOA agrees to work four (4) in-service days on their own time at no further cost to the Town.
11. All terms and conditions of the latest CBA in effect between the FPSOA and the Town shall remain in full force and effect unless expressly modified herein.
12. Both parties agree to meet and seek to reach agreement on the "clean-up" of extraneous CBA language.

Signed and Agreed to:

SUBJECT TO RATIFICATION OF FPSOA MEMBERSHIP:

  
\_\_\_\_\_  
Frank D. DiVittorio,  
FPSOA President

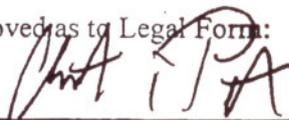
3/18/10  
Date

SUBJECT TO APPROVAL BY BOARD OF SELECTMEN AND APPROVAL AND APPROPRIATION BY TOWN MEETING:

  
\_\_\_\_\_  
Julian M. Suso,  
Town Manager

3/18/10  
Date

Approved as to Legal Form:

  
\_\_\_\_\_  
Christopher J. Petrini

5/26/10  
Date