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## FRAMINGHAM CITY COUNCIL

ORDER NO. 2019-086-001  
REQUEST OF THE FINANCE SUBCOMMITTEE

UPON THE REQUEST OF THE FINANCE SUBCOMMITTEE, THE CITY OF FRAMINGHAM, THROUGH THE FRAMINGHAM CITY COUNCIL, IT IS SO ORDERED:

That the City Council votes to approve the Memorandum of Agreement between the City and the Framingham Police Officers Union executed in August 2019. The Agreement follows this Order.

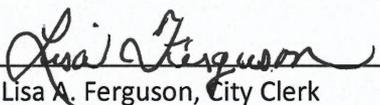
YEAS: Cannon, Giombetti, Grove, King, Richardson, Rossi, Shepard, Sisitsky, Steiner, Torres, Tully Stoll

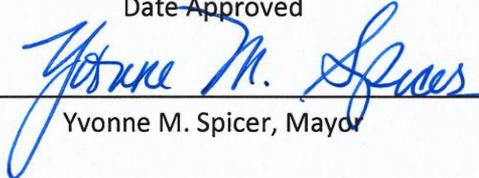
NAYS: None

ABSTAIN: None

PASSED IN COUNCIL:                      OCTOBER 29, 2019

A True Record, Attest:

11/1/19  
Date Approved  
  
Lisa A. Ferguson, City Clerk

11/1/19  
Date-Approved  
  
Yvonne M. Spicer, Mayor

**MEMORANDUM OF AGREEMENT BETWEEN  
CITY OF FRAMINGHAM AND FRAMINGHAM POLICE OFFICERS UNION**

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

**1. Duration:**

The provisions of this Agreement will be effective July 1, 2018 and will continue and remain in full force and effect through June 30, 2021 and shall be automatically renewed from year to year thereafter unless at least ninety (90) days prior to the expiration date either party notifies the other in writing of its desire to terminate this Agreement. This Agreement shall remain in force and effect until a successor Agreement is reached.

**2. Cost of Living Adjustment/Salary Schedule:**

- a. Effective and retroactive to July 1, 2018, base wages of all unit members shall be increased by 1%, and the salary schedule shall be amended as follows:
  - (1) All members with 8 years or more of service will be paid at Step 6 of the schedule. Step 6 shall be 2.5% greater than Step 5.
  - (2) All members with 10 years or more of service will be paid at Step 7 of the schedule. Step 7 shall be 2% greater than Step 6.
  - (3) All members with 15 years or more of service will be paid at Step 8 of the schedule. Step 8 shall be 2% greater than Step 7.
  - (4) All members with 20 years or more of service will be paid at Step 9 of the schedule. Step 9 shall be 2% greater than Step 8.
  - (5) The increases described in Article 10, Section 1(13) for members with over 25, 26 or 27 years of service shall be at steps 10, 11, and 12 of the schedule respectively.
- b. Effective and retroactive to July 1, 2019, the new salary schedule attached as Exhibit A will be adopted for all unit members, including the following changes:
  - (1) All base wages shall be increased by 4%.
  - (2) All members with 6 years or more of service will be paid at Step 6 of the schedule.
- c. Effective July 1, 2020, base wages of all unit members shall be increased by 1%.

**3. Recall: Amend Article 9, Section 5 as follows (changes in ~~striketrough~~ and bold):**

Any employee who completes his/her regular shift, then is recalled back to work shall be paid for actual hours worked during the recall guaranteed a minimum of ~~three (3) hours~~ **one (1) hour** of work at overtime rate of pay. With reference to any employee held over

on a particular shift, he/she should be paid a minimum of one (1) hour. If the time exceeds one (1) hour, the officer shall be paid to the next one (1) hour held.

4. **Compensatory Time:** Amend Article 10, Section 2 as follows (changes in ~~striketthrough~~ and bold):

Effective July 1, 2014, accrued compensatory time shall be limited to no more than 170 hours. The reduction of hours in excess of 170 hours shall be achieved through a mandatory buyout or attrition at the ~~Town's~~ City's option, after consultation with the Chief.

**Employees may request use of accrued compensatory time within seventy-two (72) hours prior to the desired shift off. The need to hire a replacement shall be grounds for the denial of the time off request. Compensatory time is not to be used for time off for any of the paid holidays recognized under Article 8, Section 1.**

5. **Vacations:**

a. Amend Article 7, Section 1 as follows (changes in ~~striketthrough~~ and bold):

Vacation shall be awarded annually on January 1<sup>st</sup>. Two (2) weeks vacation shall be granted after one (1) year of service. Employees who have worked a minimum of one thousand (1000) hours, may use one (1) week of this initial two-week allotment. Three (3) weeks vacation shall be granted after five (5) years of service and four (4) weeks after ten (10) years of service. Commencing after an employee has completed sixteen (16) years of service, as of January 1<sup>st</sup>, one additional vacation day shall be added to the amount of annual vacation leave granted through the 20<sup>th</sup> year of service, so that an employee with 20 years or more of service will earn a total of five (5) weeks of vacation leave annually. ~~Subject to appropriate administrative controls, up to one (1) week of an employee's vacation leave may be taken in single days.~~ **Bargaining unit members may use any portion of a member's accrued vacation balance in single vacation days, with no earlier than seventy-two (72) hours advance notice, so long as it does not result in a forced overtime. The shift commanding officer will deny the request for use of a single vacation day until a volunteer is found to work the shift. Once a volunteer accepts the overtime shift they are obligated and responsible to work that shift. If the replacement employee is unable to work the assigned shift, they must utilize their own accrued time, as provided in this Agreement, to cover the vacancy.**

**Additionally, within the same bid year described in Article 6, Sec 3, one member of the bargaining unit, per day, per shift may request a single vacation day in advance of the 72 hour period. This provision regarding single vacation day requests in advance of the 72 hour period shall expire on June 30, 2021, notwithstanding the continuation of the other terms of this Agreement. All other restrictions to the use of this advance request single vacation day shall apply.**

b. Add a new section, Article 7, Section 6, which reads as follows:

**Section 6.**

Vacation leave must be used in the same calendar year in which it was accrued. With the approval of the Chief, a maximum of five (5) single vacation days (or 1 vacation week) may be carried over, to be used by March 31<sup>st</sup> of the following year. Unused vacation leave may be forfeited.

6. **Parental Leave:** Amend Article 27 as follows (changes in ~~striketrough~~ and bold):

The City will provide ~~maternity~~ **parental** leave in accordance with G.L. c. 149, § 105D and the City's published Policy on **Maternity Parental Leave**. ~~A new Maternity Leave Policy will be negotiated between the parties.~~

7. **Educational Incentive:**

a. Amend Article 10, Section 1, paragraph 6(b) as follows (changes in ~~striketrough~~ and bold):

**Effective January 1, 2020** ~~the Town~~ City also agrees that it will, as a contractual commitment independent of Chapter 41, Section 108L, provide the following educational incentive benefits to qualified Framingham Police Officers ~~employed by the Town as of March 7, 2010~~, 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 have completed a program which meets all of the standards, requirements, and qualifications set forth in G.L. c. 41 § 108L, as of March 7, 2010. All percentages are of base pay, and are paid weekly, calculated in the same manner as the benefit is calculated for those who are eligible for benefits pursuant to G.L. c. 41, § 108L.

Associate's Degree	10%	
Bachelor's Degree	20%	<del>\$4,500 per year, divided by each pay period</del>
Master's or Law	25%	<del>\$7,000 per year, divided by each pay period</del>

Notwithstanding the above percentages, the maximum amount of educational incentive benefit that can be received by a unit member under this section is \$22,000 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.**

~~The Town may elect to extend this benefit to officers hired in the future.~~

b. Add a new subsection e. to Article 10, Section 1, subparagraph 6 that reads as follows:

**e. Payments made under this section for benefits pursuant to G.L. c. 41, § 108L or educational incentive benefits under subsection b. shall be considered base salary increases and used in the computation of overtime rates. Payments made under this section will be included in regular paychecks and, as permitted by law and subject to G.L. c. 150E, § 7(d), will be deemed regular compensation for purposes of retirement.**

## **8. Holidays:**

a. Amend Article 8, Section 3 as follows (changes in ~~striketrough~~ and bold):

**Holiday pay shall be paid in the following manner: ~~Five (5) holidays in the pay week in which Independence Day falls. Six (6) holidays in the pay week in which Christmas Day falls.~~ Effective December 20202019, eleven (11) holidays will be paid in a lump sum in the first regular paycheck each December. Employees who receive full holiday pay but resign, transfer or terminate, excluding retirement, prior to those pre-paid holidays, may be required to repay, on a pro rata basis, any pay received for any holiday occurring after the separation from service.**

b. Amend Article 8, Section 6 as follows (changes in ~~striketrough~~ and bold):

**~~Employees shall be allowed to elect to receive time off in lieu of holiday pay. The choice between time off or pay may be made twice per year, at least thirty (30) days prior to the pay period in question, i.e. thirty (30) days prior to the pay week in which Independence Day falls, and thirty (30) days prior to the pay week in which Christmas Day falls. Holiday pay shall be computed as twenty-five (25%) of a week's base pay for each holiday. Time off in lieu of holiday pay shall be computed as one (1) shift off for each holiday.~~**

9. **Management Control of Compensatory Time:** Add the following section as a new section, Section 8, to Article 9, Hours:

### ***Section 8.***

**Except as provided in the second sentence in this paragraph, employees who work beyond their regular scheduled hours will be compensated with monetary payments at "time and a half," unless both the Chief or his designee and the employee who performs the overtime work both agree, in advance of the performance of the work, that the employee will receive compensatory time. Employees working on court time**

**under Article 11 or those who work uniformed patrol overtime may elect to receive compensatory time in lieu of monetary payments.**

- 10. Field Training Officers:** Add a new section, Section 4, to Article 12, Attendance in Training Program:

***Section 4.***

**Employees who are trained and certified as Field Training Officers (FTO) will receive compensation in the amount of \$50.00 for each full shift where the FTO actually trains a new officer as part of the Department's Field Training Program. This payment will be included in the employee's regular paycheck. Employees will not receive compensatory time for training new employees.**

- 11. Seniority:** Amend Article 6, Section 3 as follows (changes in strikethrough and bold):

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

- 12. Weekend Shift Differential:** Effective July 1, 2019 Amend Article 10, Section 1(2) as follows (changes in ~~strikethrough~~ and bold):

A weekend differential of ~~\$2.00~~ **\$3.00** / Hr. shall be paid to bargaining unit employees who work Saturday and / or Sunday.

- 13. Integrated CBA & Language Clean-up:**

A committee of 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 6 months of the execution of the agreement, following which time the integrated collective bargaining agreement shall be executed by the City and the Union.

- 14. Withdrawal of Grievances:**

Effective upon ratification pursuant to Section 15, below, the Union agrees to dismiss with prejudice the following actions:

- a. Framingham Police Officers Union and City of Framingham, AAA Case No. 01-19-0000-9889 (That the City has violated the bargaining agreement by limiting the number of single vacation days officers may take in a given year to 5 such days);

Framingham-FPOU Memorandum of Agreement FY19-FY21

- b. Framingham Police Officers Union and City of Framingham, AAA Case No. 01-19-0000-9880 (That the City delayed in paying Bargaining Unit Members their retroactive pay under the interest arbitration award).

**15. Ratification/Approval:**

This agreement is subject to ratification by the Union, approval by the Mayor, and funding by the City Council.

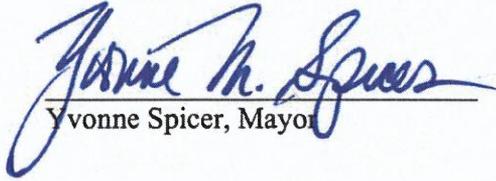
**16. Collective Bargaining Agreement**

Except as modified above, the 2016 to 2018 Collective Bargaining Agreement shall remain in full force and effect in the successor agreement.

Framingham-FPOU Memorandum of Agreement FY19-FY21

EXECUTED THIS 24<sup>th</sup> DAY OF August 2019.

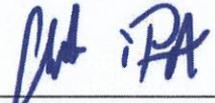
CITY OF FRAMINGHAM

  
Yvonne Spicer, Mayor

FRAMINGHAM POLICE OFFICERS  
UNION

  
Ryan Porter, President

APPROVED AS TO LEGAL FORM:

  
Christopher J. Petrini, City Solicitor

2019.08.07 FY19-FY21 MOA (draft) (600-229)