

City of Framingham



The City Council of Framingham



ORDER NO. 2024-045-001 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 funding of the Memorandum of Agreement, resulting from Impact Bargaining for Body Worn Cameras, between the City of Framingham and the Framingham Police Superiors Officers Association, effective as of July 1, 2024; and accept the salary schedules as provided in the background material, as attached.

YEAS: Alexander, Bryant, Cannon, Leombruno, Long, Mallach, Ottaviani,
Steiner, Ward, White Harvey
NAYS: None
ABSTAIN: None
ABSENT: King. All other members were present in person
TABLED IN COUNCIL: August 20, 2024

A TRUE RECORD, ATTEST:

9/9/2024

Date Approved

Lisa Ferguson

Lisa A. Ferguson, City Clerk
Emily L. Butler, Assistant City Clerk

8/10/24

Date Approved

Charlie Sisitsky
Charlie Sisitsky, Mayor



CITY OF FRAMINGHAM

OFFICE OF THE ACTING CHIEF FINANCIAL OFFICER

Jennifer Pratt
Acting Chief Financial Officer

Phone (508) 532-5427
Email jap@framinghamma.gov
www.framinghamma.gov

Memorial Building
150 Concord Street, Room 123
Framingham, MA 01702

To: Mayor Charles J. Sisitsky
Michael A. Tusino, III, Chief Operating Officer
From: Jennifer A. Pratt, Acting Chief Financial Officer
Date: 07/18/2024
Re: Order 2024-045 Funding Authorization - Police Superiors Union Impact Bargaining

As the result of impact bargaining related to the Police Departments body worn camera program, the Framingham Police Superior Officers Association (FPSOA) and the City of Framingham have reached an agreement that adds language to the FPSOA's existing Collective Bargaining Agreement.

The FPSOA's current Collective Bargaining Agreement is for a period of three years effective July 1, 2022 - June 30, 2025. This MOU amends the third year of the agreement, impacting FY2025. This order authorizes funding of this amendment effective and retroactive to July 1, 2024 for FY2025 in the amount of \$78,077.00.

- All members of the FPSOA will receive an annual uniform and equipment allowance in the amount of \$2,500.00.
- Members that are in their 25th year of service or who will enter their 25th year of service in FY2025 will stop receiving a uniform and equipment allowance and instead will receive a 1% increase to each of their longevity steps (base pay) 25th, 26th, and 27th. Members currently in their 25th, 26th, 27th year or those that have passed these milestones will receive the corresponding 1% for each step accordingly.
- Detail rate is increased from \$56.97 to \$70.00.

There are 26 members of the FPSOA. Total impact for FY2025 \$78,077.00.

- 18 members are under 25 years of service and will receive the \$2,500.00 uniform and equipment allowance. Total impact \$45,000.00 for FY2025
- 8 members have over 25 years of service and will receive an increase of 1% to base pay for each year beginning in year 25 as described above (year 25 1%, year 26 another 1%, year 27 another 1%). Total impact \$33,077.00 broken out as follows as the base pay also impacts certain differentials.

Base pay increase	\$24,211.00
Education differential increase	\$ 6,227.00
Holiday differential increase	\$ 1,583.00
Shift differential increase	\$ 1,056.00

There will also be a financial impact to overtime. At this time, we are not requesting additional funding for FY2025 and instead will monitor the budget and attempt to use any vacancy factor to absorb the increases.



CITY OF FRAMINGHAM

Human Resources

MEMORIAL BUILDING
150 Concord Street

Framingham, MA 01702

DATE: July 8, 2024

TO: Charles Sisitsky, Mayor
Michael Tusino, Chief Operating Officer

CC: Jennifer Pratt, Acting Chief Financial Officer/Director of Administration
Lester Baker, Chief of Police

FROM: Kathleen O'Leary, Director of Human Resources

RE: Impact Bargaining with Framingham Police Superior Officers Association (FPSOA)

The City entered into negotiations with the Framingham Superior Officers Association with the intent of moving forward with the implementation of Body Worn Cameras (BWCs) as directed by the Mayor. Members of the City's negotiation team were Chief Operating Officer Michael Tusino, Acting Chief Financial Officer Jen Pratt, Police Chief Lester Baker, Deputy Chief Ronald Brandolini and Human Resources Director Kathleen O'Leary.

The agreement includes four items:

1. Effective July 1, 2024, all unit members with 24 or fewer years of service will be eligible for an annual uniform and equipment allowance of up to \$2500 for uniform and equipment replacement. This allowance will be administered by the Framingham Police Department Business Office with oversight from the Chief's office. (FPSOA unit members are currently responsible for 100% of the cost of uniforms.) The BWC equipment is known to cause wear and damage to uniforms such that replacement will be needed more frequently. Officers will purchase from a list of vendors approved by the Framingham Police Department Business Office.
2. Effective July 1, 2024, unit members with more than 24 years of service shall stop receiving the clothing allowance and will instead receive a 1% increase to Steps 25, 26 and 27 of the FPSOA salary schedule.
3. The detail rate will be increased to \$70 per hour. Currently, unit members may go directly from home to their detail, and then home again. With the introduction of BWCs on details, officers will now have to go to the station before and after details to receive and return the BWC equipment.
4. Should the City eliminate the Body Worn Camera Program at any time, the above items will remain in effect.

The FPSOA currently consist of 26 officers; 18 with 24 or fewer years of service and 8 with more than 24 years of service.

Memorandum of Agreement
Between
The City of Framingham
And
Framingham Police Superior Officers Association
Impact Bargaining: Body Worn Cameras (BWCs)

The City of Framingham ("The City") agrees to add the below contract language to the Collective Bargaining Agreement (CBA) it has with the Framingham Police Superior Officers Association (FPSOA) in exchange for the FPSOA agreeing to the implementation of Body Worn Cameras (BWCs); initially through a pilot program, with the expectation of a full Department roll out to follow. Language to be added to contract bold and in red.

Add new Article "Body Worn Cameras"

Section 1: FPSOA agrees to the implementation of BWCs without further bargaining per the provisions of the MOA agreed upon between The City and the FPSOA on June 27, 2024.

Add new section to Article XV (~~Clothing Allowance~~) and change Article Name to (Uniform & Equipment Allowance)

Section 2: Effective and retroactive to July 1, 2024 All members of the FPSOA will receive an annual uniform & equipment allowance (July 1st) in the amount of \$2,500. The uniform & equipment allowance will be administered by the FPD Business Office with oversight from the Chief's Office. The Chief's Office will provide a list of approved vendors to FPSOA members. FPSOA members may bill the FPD Business Office at approved vendors for any job-related purchases; uniforms, clothing, equipment (equipment to include Police Officer Law Manuals). Uniform & equipment allowance must be used by April 15th each year or the FPSOA member forfeits whatever is left in their uniform & equipment allowance for that contract year.

FPSOA Members that start their 25th year of service with the City of Framingham, or enter their 25th year of being a sworn police officer, shall stop receiving a uniform & equipment allowance at that time and instead will receive a 1% increase to each of the longevity steps (25th, 26th, & 27th) listed in Article XXVII in the CBA. Members currently in their 25th, 26th, 27th year or have passed these milestones will receive the corresponding 1% for each step accordingly, and will not receive a uniform & equipment allowance.

Paid Details:

In recognition of the intention of the Chief of Police to have BWCs worn on paid details; Effective at such time that BWCs go live for the pilot program, the detail rate shall be increased to \$70 an hour from current rate of \$56.97 an hour. This will be the detail rate for all FPSOA members for all paid details from this point forward regardless of how many officers are wearing the BWCs initially.

The Chief will meet and take input from the FPSOA regarding the BWC Policy, but ultimately the Chief will decide on the terms of the BWC Policy as well as any future policy revisions that result from the pilot program, technology changes, best practices and/or accreditation standards.

Memorandum of Agreement

Between

The City of Framingham

And

Framingham Police Superior Officers Association

Impact Bargaining: Body Worn Cameras (BWCs)

Should the City make the determination, at any time, that the BWCs are unsustainable in Framingham during the pilot program or during the full roll out, none of the added language will be subject for removal from the CBA.

Agreed to: June 27, 2024

For the FPSOA

For the City of Framingham

Brian Curtis 7/2/24

Sergeant Brian Curtis FPSOA President

Ratified by majority vote of FPSOA

On June 28, 2024

Michael A. Tusino 7/3/2024

Michael Tusino Chief Operating Officer

Order #2024-045

Police Superiors Impact Bargaining
FY2025 Salary Schedule

EFFECTIVE DATE	GROUP/BU	GROUP/BU DESC	GRADE/RANK OR PAYBAND	DESCRIPTION	STEP/LEVEL	ANNUAL SALARY	NEW SALARY	Increase
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	L<25	LT LESS THAN 25	3	\$ 95,089	\$ 95,089	0%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	L<25	LT LESS THAN 25	4	\$ 96,990	\$ 96,990	0%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	L<25	LT LESS THAN 25	5	\$ 98,930	\$ 98,930	0%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	L<25	LT LESS THAN 25	6	\$ 100,909	\$ 100,909	0%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	L<25	LT LESS THAN 25	7	\$ 102,927	\$ 102,927	0%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	L<25	LT LESS THAN 25	8	\$ 104,986	\$ 104,986	0%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	L25Y	LT 25 YEARS	3	\$ 96,990	\$ 97,960	1%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	L25Y	LT 25 YEARS	4	\$ 98,930	\$ 99,920	1%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	L25Y	LT 25 YEARS	5	\$ 100,909	\$ 101,918	1%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	L25Y	LT 25 YEARS	6	\$ 102,927	\$ 103,956	1%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	L25Y	LT 25 YEARS	7	\$ 104,986	\$ 106,035	1%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	L25Y	LT 25 YEARS	8	\$ 107,085	\$ 108,156	1%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	L26Y	LT 26 YEARS	3	\$ 98,930	\$ 100,909	2%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	L26Y	LT 26 YEARS	4	\$ 100,909	\$ 102,927	2%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	L26Y	LT 26 YEARS	5	\$ 102,927	\$ 104,986	2%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	L26Y	LT 26 YEARS	6	\$ 104,986	\$ 107,085	2%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	L26Y	LT 26 YEARS	7	\$ 107,085	\$ 109,227	2%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	L26Y	LT 26 YEARS	8	\$ 109,227	\$ 111,412	2%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	L27Y	LT 27 YEARS	3	\$ 100,909	\$ 103,936	3%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	L27Y	LT 27 YEARS	4	\$ 102,927	\$ 106,015	3%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	L27Y	LT 27 YEARS	5	\$ 104,986	\$ 108,135	3%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	L27Y	LT 27 YEARS	6	\$ 107,085	\$ 110,298	3%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	L27Y	LT 27 YEARS	7	\$ 109,227	\$ 112,504	3%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	L27Y	LT 27 YEARS	8	\$ 111,412	\$ 114,754	3%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	S<25	SG LESS THAN 25	3	\$ 86,444	\$ 86,444	0%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	S<25	SG LESS THAN 25	4	\$ 88,173	\$ 88,173	0%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	S<25	SG LESS THAN 25	5	\$ 89,937	\$ 89,937	0%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	S<25	SG LESS THAN 25	6	\$ 91,735	\$ 91,735	0%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	S<25	SG LESS THAN 25	7	\$ 93,570	\$ 93,570	0%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	S<25	SG LESS THAN 25	8	\$ 95,441	\$ 95,441	0%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	S25Y	SG 25 YEARS	3	\$ 88,173	\$ 89,055	1%

Order #2024-045

Police Superiors Impact Bargaining

EFFECTIVE DATE	GROUP/BU	GROUP/BU DESC	GRADE/RANK OR PAYBAND	DESCRIPTION	STEP/LEVEL	ANNUAL SALARY	NEW SALARY	Increase
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	S25Y	SG 25 YEARS	4	\$ 89,937	\$ 90,836	1%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	S25Y	SG 25 YEARS	5	\$ 91,735	\$ 92,653	1%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	S25Y	SG 25 YEARS	6	\$ 93,570	\$ 94,506	1%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	S25Y	SG 25 YEARS	7	\$ 95,441	\$ 96,396	1%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	S25Y	SG 25 YEARS	8	\$ 97,350	\$ 98,324	1%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	S26Y	SG 26 YEARS	3	\$ 89,937	\$ 91,735	2%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	S26Y	SG 26 YEARS	4	\$ 91,735	\$ 93,570	2%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	S26Y	SG 26 YEARS	5	\$ 93,570	\$ 95,441	2%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	S26Y	SG 26 YEARS	6	\$ 95,441	\$ 97,350	2%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	S26Y	SG 26 YEARS	7	\$ 97,350	\$ 99,297	2%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	S26Y	SG 26 YEARS	8	\$ 99,297	\$ 101,283	2%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	S27Y	SG 27 YEARS	3	\$ 91,735	\$ 94,487	3%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	S27Y	SG 27 YEARS	4	\$ 93,570	\$ 96,377	3%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	S27Y	SG 27 YEARS	5	\$ 95,441	\$ 98,305	3%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	S27Y	SG 27 YEARS	6	\$ 97,350	\$ 100,271	3%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	S27Y	SG 27 YEARS	7	\$ 99,297	\$ 102,276	3%
07/01/2024	PSOF	SUPERIOR POLICE OFFICERS	S27Y	SG 27 YEARS	8	\$ 101,283	\$ 104,322	3%

**Memorandum of Agreement
Between
The City of Framingham
And
Framingham Police Superior Officers Association
July 1, 2022 – June 30, 2025**

The City of Framingham (“The City”) and the Framingham Police Superior Officers Association (“FPSOA” or “Union”) 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:

CBA: July 1, 2022 – June 30, 2025

2. Financials:

FY 23 (July 1, 2022 – June 30, 2023): 2% COLA + \$6,000 per year Specialist Pay*

FY 24 (July 1, 2023 – June 30, 2024): 2% COLA + 4% Night Shift Differential**

FY 25 (July 1, 2024 – June 30, 2025): 2% COLA + 2% increase in Night Shift Differential**

Specialist Pay

Any member of the FPSOA not assigned to a patrol shift shall be paid a stipend of \$6,000.00 per year to be paid weekly.

Night Shift Differential

- Effective July 1, 2023 any member of the Association that is assigned to work an afternoon or a night shift shall receive 4 percent of their base salary paid weekly and considered part of base pay to calculate overtime.
 - Effective July 1, 2024 night shift pay shall increase from 4 to 6 percent.
- Effective July 1, 2023 any member of the Association that has completed 20 years of service as a sworn police officer and has worked 7 contract years (cumulatively) on either an afternoon or night shift shall continue to receive a night shift differential of 4 percent regardless of their assignment. This shall not be in place of or in addition to the night shift differential paid while currently assigned to an afternoon or a night shift.

3. The City and the Association will work together to produce an updated Collective Bargaining Agreement, combining Memorandums of Agreement/Understanding and the most recent Collective Bargaining Agreement.

Article 7: Vacation

ADD: FPSOU members have until December 31, 2022 to use any accrued vacation time they had prior to January 1,2022. The City, upon recommendation of the Chief, may purchase any vacation time still remaining that was from prior to January 1,2022, anytime between January 1, 2023 and June 30, 2023 with two weeks notice to the member. Any vacation time prior to 1/1/22 still on the books after 6/30/23 will be forfeited.

Article 8, Section 3– Holidays

Change to:

- Holiday pay shall be paid in the following manner: Effective December 2022, twelve (12) 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, shall be required to repay, on a pro rata basis, any pay received for any holiday occurring after the separation from service.

- Employees shall be allowed to select to receive compensatory time (time-owed) in-lieu of pay for the holidays. Compensatory time shall be calculated as one working shift (8.5 hours) for each of the 12 holidays. The choice between time-off and pay must be done prior to 30 days of the pay period in question. Employees may elect to receive any or all of the holidays as time-owed, with the remaining days to paid as cash; not to exceed the limits established by article 10 section 6 of this CBA.

- Article 8, Section 5

CHANGE TO: (Bullet 5)

- Personal days may be requested for July 4th, Thanksgiving, Christmas and New Year’s Day (Christmas Eve and New Year’s Eve for the 3:30 P.M. to 12:00 A.M. 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.

(Bullet 6)

- FPSOA members who work overtime on July 4th, 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 plus 4 hours of compensatory time, or
 - 2.) Time and one half their regular rate of pay and 8.50 hours (8.50 hours at straight pay) of compensatory time owed.

- ADD: Article 8. Section 6
 All members of the FPSOA will be expected to work on the day of the Boston Marathon.
 No member shall be made to work in violation of other provisions of the CBA.
 No member shall voluntarily work hours prior to the Boston Marathon shift that would render them ineligible to work per the CBA.
 Overtime will be offered for the needed shifts and any unfilled shifts may be filled at the discretion of the Chief of Police.
 No member may take time off (including Personal Days) on the day of the Boston Marathon without written permission of the Chief of Police.

- Article 9: Hours
 Section 1: CHANGE TO: The standard shifts shall be 7:30 a.m. to 4:00 p.m.; 3:30 p.m. to 12:00 a.m. (midnight) and 11:30 p.m. to 8:00 a.m.

- Article 10: Wages
 Section 1: CHANGE TO: Each FPSOA member covered by this Agreement, will receive additional salary for each of the ~~eleven (11)~~ twelve (12) recognized holidays as provided in Article 8.

- Article 25: Sick Leave Bank
 Section 2:
 CHANGE TO: The sick bank will be re-established with 150 days.

 Section 4:
 CHANGE TO: 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~~ deputy police chiefs will represent the City and three (3) FPSOA members shall be designated by the Association ~~at its discretion~~. The sick leave bank committee shall determine the eligibility for use of the bank and the amount of leave to be granted.

 Section 5
 If, at any time, 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 FPSOA unit ~~staff~~ covered by this Agreement. Such additional days will be deducted from the ~~employee's~~ member's annual fifteen (15) days of sick leave.

 ADD: Section 6
 Decisions of the Sick Bank Committee are not subject to the grievance process.

- Article 29: CHANGE: Limited Duty INJURED ON DUTY

ADD: Section 1 - Injured on Duty claims will be administered through the Human Resources Department and the City's Workers' Compensation third party providers.

ADD: Article 29, Section 2: Limited Duty

CHANGE TO:

Association members who are out of work due to a prolonged illness, an injury or being injured on duty, shall be eligible to participate in the limited duty program set forth in this article. Either the FPSOA member or the Chief may request that the FPSOA member perform limited duty work as covered in this article. Limited duty shall consist of work *any administrative and clerical work currently done by members of FPSOA*. Whenever possible, the Chief will make reasonable efforts to make limited duty assignments on the same shift as the member's current schedule. The Chief may, however, assign limited duty tasks to a member during the day shift when necessary.

In the event the Chief requests a FPSOA member to perform limited duty, (or if requested by the FPSOA member), the Chief will determine if an appropriate light duty position is available. If limited duty work is available, the Chief shall provide a written job description to the member and the member shall immediately take the reasonable steps necessary to obtain a letter from their medical provider stating whether the member is able, or not able, to perform the limited duty work.

If after receiving medical clearance, an FPSOA member declines the chief's request to perform limited duty, the Chief may order the member to perform the offered limited duty position. Such an order is not subject to the grievance procedure.

It is understood that limited duty is temporary work. Limited duty positions are not to be considered permanent.

Such limited duty work will not apply to FPSOA members who have applied for super annuation, disability retirement or accidental disability retirement.

ADD: Article 29, Section 3: Mandatory Online Classes

While on injured on duty leave, subject to any medical restrictions certified by the officer's physician, an officer may be ordered by the Chief of Police to attend online in-service training from their home. This training will only consist of MPTC, POST and ethics/conflict of interest mandatory training.

Agreed to: 13TH June, 2022

For the Framingham Police Superior Officers
Association



For the City of Framingham



