

# **AGREEMENT**

**between**

**CITY OF FRAMINGHAM**

**and the**

**MASSACHUSETTS LABORERS' DISTRICT COUNCIL  
of the Laborers' International Union of North America  
AFL-CIO**

**on behalf of**

**FRAMINGHAM DEPARTMENT OF PUBLIC WORKS SUPERVISORS**

**PUBLIC EMPLOYEE LOCAL UNION 1116**

**EFFECTIVE: JULY 1, 2022 – JUNE 30, 2025**

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## **AGREEMENT**

**This Agreement**, made and entered into as of this 17<sup>th</sup> day of December, 2024, by and between the City of Framingham, Massachusetts, hereinafter referred to as the “*City*” and the Massachusetts Laborers’ District Council of the Laborers’ International Union of North America, AFL-CIO in behalf of Public Employee Local Union 1116, hereinafter referred to as 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 grievance 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.

### **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 4251 dated September 22, 1993, the City recognizes the Union as the sole and exclusive bargaining representative for all employees in the bargaining unit as below:

All full-time and regular part-time Inspectors, System Integration Managers, Program Administrators, Engineers, Supervisors, Director of Fleet Maintenance Police Department, and Operation Managers employed by the City Highway, Water, Sewer, Automotive, Assistant Fire Alarm Superintendent to Lighting and Signals Electrician, Welder, Systems Integration Manager – Hardware to Operations Manager, Recycling Coordinator, Sanitation and Fire Departments but excluding all managerial, confidential and all other employees.

## **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 in writing of the name, address, and classification of each new permanent employee.

### Section 2.

The 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 of The Employer**

The Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management, and reserves and retains all powers, authority, and prerogatives including but not limited to: the right to manage the affairs of the City and its Departments, and to maintain and improve the efficiency of operations; to determine the methods, means, processes and personnel by which operations are to be conducted; to determine the size of and direct the activities of the work force; to determine the schedule and hours of duty and the assignment of employees the shifts, if such shifts are established, subject to Article XV; to assign work, to determine the work tasks, classification and standards of productivity and performance, and to evaluate employees with regard thereto; to hire, promote, assign, and transfer employees; to discipline, suspend, demote and discharge employees

for just cause; to undertake experimental programs not inconsistent with statute or by-law, subject to collective bargaining requirements where applicable; and to issue reasonable rules and regulations governing the conduct of employees and Departments, provided that such rules and regulations are not inconsistent with the express provisions of this Agreement.

**ARTICLE VI**  
**No Strike or Lockout**

Section 1.

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

Section 2.

The City agrees that there shall be no lockout of employees.

**ARTICLE VII**  
**Dues and Fees Deductions and/or Payments**

Section 1. UNION DUES DEDUCTIONS.

The City agrees to deduct the Union dues from the earnings of an employee who has executed the designated authorization form. Such deductions shall be in the amount specified on the authorization form and deducted from the paycheck weekly. Withheld amounts 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.

Section 2. DEDUCTIONS FOR UNION PENSION.

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.

Section 3.

The Union shall indemnify and save the City harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken pursuant to this Article VII.

**ARTICLE VIII**  
**Temporary Position, Temporary Appointment,  
Probationary Period & Seniority**

Section 1. TEMPORARY EMPLOYEE.

An employee shall be considered temporary if he is 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.

Section 2. PROBATIONARY PERIOD.

Every employee whether hired on a temporary or permanent basis shall be on a probationary period during the first six months of his employment.

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 his probationary period of six (6) months but thereafter his seniority will date from the first working date after his initial employment.
- 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. 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.

Employees shall have the right to return 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 layoff 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 elected department head.

Recall rights as set forth herein shall expire after two (2) years from last date of employment under this Agreement.

**ARTICLE IX**  
**Bulletining and Filling Positions**

Section 1.

Vacancies in regularly assigned positions or newly created positions other than the lowest classification in that division or department that will be of more than thirty (30) days duration shall be posted for five (5) working days on all regular bulletin boards within ten (10) working days after such vacancies occur, or such new positions are established. The daily hours and workweek 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.

Within fifteen (15) working days after the expiration of the advertising bulletin, appointments shall be awarded by the appointing authority. The name of the appointee shall be bulletined on all regular bulletin boards. Copies of this bulletin shall be furnished to the Shop Steward.

Section 4.

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

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 ensure quality 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.
9. Attendance history.

Section 5.

Every employee shall be considered to serve a probationary period during the first six (6) months after assuming a new position. This probationary period may be extended for a second six (6) month period if the employee has made significant progress during the initial six (6) month period, but is not satisfactorily meeting all of the requirements of the new position.

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 qualification 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 his/her previous position at the rate of the employee's previous wage compensation. This provision also applies to the employee who has the option to return his/her previous position during such six (6) month period

Section 6.

Every employee shall have a thirty (30) day trial period during which an employee can decide whether they shall keep the new appointment or revert back to his/her former position. If the employee chooses to revert back to his former position, they shall be returned to such position and the new position shall immediately be returned to such and the new position shall be offered to the next qualified applicant in line pursuant to this article.

**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 his own rate, whichever is higher, for all hours worked during such transfer.

## **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, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the Day after Thanksgiving, Christmas 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.

### Section 2.

If a holiday falls on a Saturday, the employee will get Friday off with pay, and if a holiday falls on a Sunday, the employee will get Monday off with pay 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 Christmas and Thanksgiving shall receive double time. An employee who works any other holiday will be paid at time and one-half his regular rate in addition to his 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 times the employee's regular rate of pay in addition to the holiday pay. However, two times the regular rate of pay shall not apply to scheduled shift work or stand-by.

Section 5.

Paid holidays shall be considered as time worked.

Section 6.

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

**ARTICLE XII**  
**Clothing Allowance**

All bargaining unit members shall purchase work clothing from the central supply source and shall be allowed six hundred dollars (\$600.00) per year. Stormy weather clothing or protective clothing which the employee is required to return to the City shall not be charged against his allowance. Employees shall at all times be properly attired for work at the beginning of their shift. Clothing items worn must be appropriate attire for job functions.

Effective July 1, 2014, the clothing allowance shall be eliminated and \$600.00 added to base wage after which the COLA calculation shall be applied.

**ARTICLE XIII**  
**Vacations**

Section 1.

All employees covered by this agreement are eligible for vacation leave benefits as stated in the following schedule as of 7/1/2022.

Completion of Continuous Service Annual Vacation Leave:

Less than Seven (7) Years: Three (3) Weeks

More than Seven (7) – Less than Sixteen (16) Years: Four (4) Weeks

More than Sixteen (16) Years – Less than Twenty (20) Years: Four (4) Weeks and:

At completion of Sixteen (16) years: one (1) additional contract day

At completion of Seventeen (17) years: one (1) additional contract day for a total of two (2) additional contract days

At completion of Eighteen (18) years: one (1) additional contract day for a total of three (3) additional contract days

At completion of Nineteen (19) years: one (1) additional contract day for a total of four (4) additional contract days

Twenty (20) Years and beyond: Five (5) Weeks.

Contract days end after nineteenth year.

Accrued vacation will be dispersed on January 1<sup>st</sup>.

An employee who receives Workers Compensation benefits for six (6) consecutive months will not accumulate vacation benefits after such period until he returns to active employment.

Unit members are allowed to “roll over” accrued vacation time of up to one week (5 days). Requests to rollover more than five (5) days must be acknowledged 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 supervisor on or before December 1 of the year in which the vacation was earned. Unit members should use their rollover amounts by June 30<sup>th</sup>. The actual time for taking the deferred vacation time must be approved by the department head.

Due to the importance of emergency response during winter weather events, employees must be available at all times for call back as needed between December 1-April 1. Vacations are limited during this timeframe but requests for time off may be considered on a case-by-case basis. Requests should be submitted by October 15 for consideration by the Director of Public Works or his designee however all requests will be reviewed. Vacation requests which are not approved cannot be grieved.

Employees that are called in while on an approved vacation, will have that day restored to the employee’s accrued vacation leave.

## **ARTICLE XIV** **Grievance and Arbitration Procedure**

### Section 1.

#### **Definitions:**

“*Grievance*” -- a dispute between the Employees’ Collective Bargaining Representative (ECBR) and the City as to the following: 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.
- B. 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.
- C. Employees with less than six months of service may not use the grievance and arbitration procedures.

## Section 3. GRIEVANCE PROCEDURE

### **Step 1:**

The grievance shall be submitted in writing by the grieving party, within five (5) working days to the Director or Department Head. Response to the grievance will be made within five (5) 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 by the grieving party within five (5) working days following receipt of response or date on which response was due 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 by the grieving party within five (5) working days following receipt of response or date on which response was due to the Mayor or designee. The Mayor or designee shall respond to the grieving party in writing within ten (10) working days, stating what action is to be taken in response to the grievance and the reasons therefore.

The Mayor or designee may decide to hold an informal hearing at which time the grieving party shall be allowed to present evidence in support of his grievance. Such hearing shall be held by the Mayor or designee within ten (10) days of the presentation of the grievance to it. The Mayor

or designee 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.

**Step 4:**

If the grievance is not settled at Step 3 or if the appropriate elected board does not respond within the time limits set out in Step 3, the grievance may be submitted to arbitration with the American Arbitration Association or with the Mass. Board of Conciliation and Arbitration. Any claim for arbitration must be submitted within thirty (30) days after the date of the decision, or the date the decision should have been made, in Step 3.

**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.
- B. 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.
- C. Time extensions beyond those stipulated above may be arrived at by mutual Agreement.

**ARTICLE XV**

**Work Week, Work Day and Work Conditions**

**Section 1.**

For employees, the usual regular workday shall consist of eight (8) hours work to start at 7:00 A.M. and end at 3:00 P.M. A time period of one-half hour taken approximately in the middle of the workday shall be the lunch break. Forty (40) hours shall constitute one (1) week's work. The usual regular workweek shall be Monday through Friday. However, it is understood that some shifts may work at other times.

**Section 2.**

There will be no changes in wages, hours and working conditions without prior consultation with the Union and providing the proposed changes are not in conflict with any provision of this Agreement.

Section 3.

The Union and its members, unless they are 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.

**ARTICLE XVI**  
**Wages**

Employees covered by this Agreement shall be compensated according to the schedule attached to this contract.

Effective July 1, 2022	2%
Effective July 1, 2023	2%
Effective July 1, 2024	2%

Additionally:

Effective July 1, 2023: add Step 11 to the pay scale, 2% higher than the prior step

Effective July 1, 2024: add Step 12 to the pay scale, 2% higher than the prior step

Effective July 1, 2023, in exchange for eliminating stipends not specified in this Collective Bargaining Agreement, \$3,500.00 will be added to all steps.

All unit members will advance 1 (one) step on July 1, 2023.

**ARTICLE XVII**  
**Overtime**

Section 1.

All employees covered by this Agreement, with the exception of the various, shall receive overtime compensation at the rate of time and one-half the regular rate of pay, for all hours actually worked in excess of the regular workdays and/or workweeks set out in Section 1 of Article XV.

Operations Managers shall receive an annual stipend in lieu of overtime compensation for all hours worked in excess of the regular workdays and workweeks as set out in Article XV. The annual stipend shall be \$6,000.00. This stipend shall be paid semi-annually in December and in June to cover the time actually worked in the previous six months.

The maximum accrual for compensation will be forty (40) hours. Employees must have prior approval from the Department Head before earning compensation time and must have

Department Head approval before using compensation time. The taking of compensation time will be subject to staffing requirements and other administrative controls including the approval of the Director.

With the exception of Operation Managers, all employees performing emergency work such as snow and ice removal, repair of water and sewer breaks, between 11:00 p.m. and 7:00 A.M. shall be paid at two (2) times the regular rate of pay provided that they have received less than twenty-four (24) hours' notice. However, two (2) times the regular rate of pay shall not apply to scheduled shift work.

#### Section 2.

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

#### Section 3.

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 of overtime except if an employee is called back within two (2) hours of their scheduled shift, they will be compensated for two (2) hours at two (2) times the regular rate of pay.

#### Section 4.

The employee on stand-by designated by the Department or Division Head shall be provided with an electrical signal device (beeper) for the twenty-four (24) hour period, 3:00 p.m. one day to 3:00 p.m. the following day while waiting to be engaged. When required to return to work such employee shall receive pay for a minimum of four (4) hours of time at time and one-half (1 ½) their regular rate of pay for the first return each night or day. On subsequent returns in the same twenty-four (24) hour period, 3:00 p.m. to 3:00 p.m., the employee shall be paid at the rate of one and a half (1½) times his regular rate of pay, for a minimum of four (4) hours. Stand-by hours worked between 11:00 P.M and 7:00 A.M., will be paid at a double time (2) times rate of pay provided that the employee received less than 24 hours' notice.

It is understood that participation in the stand-by program is mandatory and not an employee option. A schedule of assigned stand-by days will be prepared at least two months in advance providing employees with ample notice of when they must be available. It is also understood that from time to time an employee may have personal commitments which do not

allow them to fulfill their stand-by requirement. In such instances, the employee must seek written permission from their Division Head to find alternate coverage for the period of time in which they are not available. It is the employee's responsibility to ensure that their assigned shifts are covered. Supervising Mechanic at the Fire Department added to beeper pay list for being on-call.

Any employee who is required to carry a beeper for one (1) continuous week shall receive effective July 1, 2022, \$350 for said week. Included within this weekly compensation is the requirement that the stand-by employee conducts communication via telephone or other means, computer work, or similar activities without actually returning to work.

On-Call Program Administrators: One Administrator per week, rotating being on call.

Section 5.

Upon ratification, overtime eligible employees who work for twelve (12) straight hours prior to their next normally scheduled workday, will be paid time and one-half (1 ½) for all hours worked in that next normally scheduled work day.

**ARTICLE XVIII**  
**Travel Allowance**

Section 1.

City Vehicles shall be used when available.

Section 2.

If use of a private automobile is authorized by the appropriate elected Department Head, a travel allowance equal to the rate approved from time to time by the Internal Revenue Service shall 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 his regular pay and his payment for jury service.

**ARTICLE XX**  
**Military Leave**

Any employee required to attend annual two (2) week military reserve training shall be paid his regular pay during said period.

**ARTICLE XXI**  
**Bereavement Leave**

In the event of a death in an employee's immediate family, they shall be eligible for up to five (5) days leave with pay. Immediate family as used herein shall consist of (spouse) wife, husband, child, step child, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents or legal guardian.

**ARTICLE XXII**  
**Paid Sick Leave**

Section 1.

Sick leave shall accrue at the rate of 1 1/4 days per month and shall be accumulative without limit except as provided below. A doctor's certificate will be required after three (3) consecutive days.

An employee who receives Workers Compensation benefits for twelve (12) consecutive months will not accumulate sick leave benefits after such period until he returns to active employment.

Section 2.

Sick leave may be used for the care of the employee's wife 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 in order 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 workmen's 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 workdays.

Section 5.

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

Section 6.

The City may require employees to explain in writing each absence due to illness in a calendar year in excess of seven (7) 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 seven (7) 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 sick leave for more than one day.

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 Human Resources. 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 Human Resources 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 elected Department Head 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 elected Department Head and approved by Human Resources.

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

**ARTICLE XXIV**  
**Miscellaneous**

Section 1.

Workmen's Compensation coverage, life insurance, medical insurance, pension, and wash-up time shall remain as at present. The City's contribution to medical insurance shall be as set forth in the coalition agreement between the City and the Public Employee Bargaining Unit.

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 City-wide Safety Committee.

Section 3.

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

Section 4.

The City agrees to pay for specialty licenses for those positions which require specialty licenses. The City will pay for job related organization memberships if approved in advance by the Director. The renewal forms for the aforementioned shall be submitted to the Department Head for payment directly to the proper authority.

Section 5.

The City will contribute five (5) cents for each twenty-four cents per hour the employee contributes to the LIUNA Pension Fund. Effective January 1, 2006 the City will contribute an additional five (5) cents to the employee's share of the pension fund. Effective January 1, 2005 the employees will contribute an additional twelve (12) cents to the pension fund. Effective January 1, 2006 the employees will contribute an additional twelve (12) cents to the pension fund. Effective January 1, 2007 the employees will contribute an additional twelve (12) cents to the pension fund. Effective December 1, 2007, the City will contribute an additional \$.06 to the pension fund.

Section 6. MEAL REIMBURSEMENT

Employees who participate in emergency related overtime will receive reimbursements for meals which are intended to reduce the necessary costs associated with working emergency overtime. Overtime including snow plowing or sanding, sewer or water emergencies, hurricanes and wind storms, flooding events or any weather-related overtime shall be considered eligible and shall be included. An employee must work four consecutive overtime hours prior to or

immediately following a regular shift or work twelve consecutive hours of overtime to be eligible for a meal allowance. Overtime which is, or could be scheduled in advance, including planned maintenance or repairs, regardless of the hours of the incident shall be excluded and not eligible for a meal reimbursement. Examples of overtime which is excluded is scheduled or unscheduled, line painting, programmed street sweeping, sanitation collection, yard waste collection, scheduled snow removal and hauling, scheduled tree maintenance, scheduled water, sewer, or drain maintenance and or repair. The reimbursement rates shall be \$10 dollars for an evening meal occurring between 3PM and 11PM and \$6 for a morning meal occurring between 11PM and 7AM. The City may at its sole discretion provide a meal in lieu of reimbursement.

Section 7. TOOL ALLOWANCE

Supervising Mechanic – Fire Department and Police Department and Fleet Services Supervisor – DPW will receive an annual tool allowance of \$350.00.

Section 8.

Employees who conduct snow plowing operations may receive up to \$800 in snow plowing stipend, prorated for eligibility between December 1 and March 31 of each year.

**ARTICLE XXV**  
**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.

Insofar as the work requirements of the 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. 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. One employee may be absent from work to conduct such Union business.

With prior approval of the employer, one additional employee may be absent from work if the circumstances of such Union business requires additional representation.

**ARTICLE XXVI**  
**Personal Days**

Each employee shall be entitled to two (2) personal days each fiscal year. Any employee using three (3) or less sick days in a fiscal year shall receive an additional personal day.

**ARTICLE XXVII**  
**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 made 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 XXVIII**  
**Sick Leave Bank**

Section 1.

A sick leave bank shall be established for this Unit. Effective as of July 1, 1994, the bank shall contain sixty-five (65) days.

Section 2.

Each new employee in the bargaining unit shall contribute two (2) of his 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 request.

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; and
- B. Prior utilization of all eligible sick leave.

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 unit staff covered by this Agreement. Such additional day will be deducted from the employee's annual fifteen (15) days of sick leave.

**ARTICLE XXIX**  
**Sick Leave Buy Back**

Upon ordinary retirement or death, a bargaining unit member or their heirs shall be entitled to a buy-back of their unused accumulated sick leave over one hundred (100) days accumulation at the rate of one (1) day for every five (5) days, for example: if the employee had one hundred twenty (120) days of unused accumulated sick leave, they would be entitled to a buyback 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 \$5,000. For purposes of buy-back, one (1) day shall consist of one (1) day's pay at the employee's prevailing base rate of pay.

Effective July 1, 2015, the Sick Leave Buyback of \$5,000 will be eliminated in exchange for step 8 on the wage schedule.

**ARTICLE XXX**  
**Longevity**

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

10 years	\$250.00 per year
15 years	\$300.00 per year
20 years	\$350.00 per year
25 years	\$400.00 per year
30 years	\$450.00 per year
35 years	\$600.00 per year

Effective July 1, 2014, longevity will be eliminated in exchange for a new step 7 on the wage schedule.

**ARTICLE XXXI**  
**Education Incentive**

Employees may receive up to \$550.00 in education incentive per fiscal year upon successful completion of an approved course which must be part of a degree program an/or related to employment with the City.

A “Request for Approval” form must be filed with the Human Resource Department prior to starting the course. The form must be approved by the Department Head and Human Resources Department.

Two members for the union and two members from management will form a committee to establish rules and procedures.

**ARTICLE XXXII**  
**Disciplinary Procedures**

The Department Heads or appointing authority shall exercise full disciplinary authority consistent with 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 is 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.

**ARTICLE XXXIII**  
**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 safe working environment for City employees.

The technology advancements with the GPS units have increased their usefulness with the inclusion of tracking vehicle maintenance information. The collection of vehicle data will better support the maintenance management of the City fleet by notifying fleet managers of the 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 the limited circumstances where the City receives a written complaint from a resident, official, or employee of the City regarding a City vehicle where the City's records show or the complaint alleges that a particular employee was operating or present in a vehicle of the union, absent a violation of federal, state or local law. The information shall not be used for disciplinary purposes against members of the union, absent a violation of federal, state or local law. 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 the disciplined employee.

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

Nothing in this policy shall negate management rights as stated 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 XXXIV**  
**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.

**CITY OF FRAMINGHAM  
MAYOR**



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**MASSACHUSETTS LABORERS'  
DISTRICT COUNCIL**



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