AGREEMENT

BETWEEN

THE TOWN OF FRAMINGHAM

AND

THE FRAMINGHAM POLICE DISPATCHERS

SEIU, LOCAL 888

Effective

July 1, 2010 to June 30, 2013

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ARTICLE 1
Recognition

Section 1: The Town of Framingham hereby recognizes the Union as the exclusive collective bargaining representative of all full-time and regular part-time public safety civilian dispatchers excluding managerial and confidential employees, and all other Town employees.

ARTICLE 2
Management Rights

The list of the following specific rights of management in this article is not intended to be a waiver of any of the rights of the Town not listed herein. Such inherent management rights shall remain with the Town except as they may be shared with the Union by specific provisions of this Agreement.

Among the management rights vested in the Town are the rights, in accordance with applicable law, to hire, promote, transfer, assign, suspend, demote, discharge and to relieve employees from duty and to issue reasonable rules and regulations governing the conduct of employees.

The Town shall have the freedom of action to determine the methods and means and the personnel for all operations, including the starting and quitting times. The Town must be able to take whatever action is necessary to carry out its work in emergency situations. The Town shall select and determine the number and types of employees required and shall assign work to such employees in accordance with the requirements as determined by the town.

No employee shall be reprimanded, suspended, discharged or otherwise disciplined except for cause.

ARTICLE 3
Union Dues and Agency Service Fee

Section 1. The Union shall have the exclusive right to the check-off and transmittal of Union dues on behalf of each employee.

Section 2. The Town shall, for the duration of this Agreement, deduct Union dues from the weekly paycheck of each employee upon written authorization.

Section 3. Pursuant to M.G.L. chapter 150E, s. 12, as a condition of continued employment, all employees after the 30th day of employment or the 30th day following the execution of this Agreement, whichever is later, shall pay to the Union an agency service fee, in an amount equal to the amount required to become a member and remain a member in good standing of the Union.

Section 4. The Union agrees to indemnify and hold the Town harmless against any and all claims, suits, and other forms of liability arising from the agency fee provision or the deduction of money so deducted once it has been turned over to the comptroller of the Union.

ARTICLE 4
Political Education Fund (COPE)

Upon the demand of the Union and within forty-five (45) days notice in writing to the Employer, the Town of Framingham shall deduct from the salary of each employee covered by the terms of this Agreement a sum not to exceed 15 cents per week for the political education fund fee and transmit the amount to the Union.

It is understood that said political education fund fee will be processed as an increment to the applicable amount of union dues or agency fee normally deducted from the employee's salary; it is further understood that in processing the collected amounts of the Union, the Union bears sole responsibility for accounting to its members in terms of separation of Union dues/agency fee from said political education fund fee.

Any employee, who objects to said political education fund fee, may terminate his/her deduction by notifying his/her payroll clerk and the Union in writing. It is also understood that an employee's contribution to COPE is not required as a condition of employment and may be revoked at any time by the employee. Such revocation by an employee is effective when accepted into the employee's payroll system.

In accordance with federal law, COPE will accept contributions only from members of the Union. Political contributions are not tax deductible.

ARTICLE 5
Union Representation

Section 1. Union officer and/or stewards, in no case more than two (2) in number, shall have time off without loss of pay to attend all grievance hearings and bargaining meetings. Such officers and/or stewards shall give reasonable advance notice to their supervisor of the intent to engage in such business so that the work may be arranged accordingly.

Section 2. Union representatives shall be permitted to have access to the premises of the Town for the purpose of discussing official Union business, including grievances, provided that (1) there is no disruption of operations or security, (2) whenever possible, requests for such access will be made in advance to the appropriate authority and will not be unreasonable denied, and (3) they give notice to their presence to the immediate manager immediately upon arrival.

Section 3. An employee, at his/her request, must be allowed an official representative of the Union to be present at any investigatory interview, conference, or hearing which may reasonably be expected to result in disciplinary action.

ARTICLE 6
No Strike Provision

It shall be unlawful for any employee to engage in, participate in, induce, or encourage any strike, work stoppage, slowdown or withholding of services of his own or those of any other employee.

ARTICLE 7
Seniority

Section 1. A seniority list of bargaining unit employees shall be established. Thereafter seniority shall be defined as an employee's length of continuous service as a Framingham Police Dispatcher. Employees shall be listed in descending order of seniority.

Section 2. If two (2) or more employees possess equal lengths of service (i.e. same date of hire), seniority shall be determined by the drawing of lots.

Section 3. The seniority list shall be posted on the Union bulletin board.

ARTICLE 8
Probationary Period

Section 1. The Town shall have the first nine (9) months from the commencement of employment within the bargaining unit to determine an employee's competency to perform and satisfy all of the requirements of the position of Police dispatcher. The Chief of Police may prescribe certain standards and evaluations to be met during this probationary period.

Section 2. Employees hired after July 1, 1999, whose performance is deemed unsatisfactory at the sole discretion of the Chief of Police during the probationary period, may be terminated prior to expiration of said period. Such action is without right of appeal or subject to the grievance procedure.

Section 3. The probationary period of a newly hired employee may be extended for an additional three (3) months with the mutual agreement of the Chief of Police or his designee and the Union.

ARTICLE 9
Personnel Files and Privacy

Section 1. Personnel files are confidential files. There shall be only one official personnel file for each employee. Said personnel file shall remain in the custody of the Director of Human Resources or his/her designee at all times. The employee is entitled to see his/her own file at reasonable times. The employee may show his/her file to anyone upon written authorization to the Director of Human Resources or his/her designee. The employee will be provided a copy of any material that has been placed in his/her personnel file pertaining to his/her job performance that may result in disciplinary action. The employee shall be given the opportunity to respond in writing to such material and such response shall be filed in her/her personnel file.

Section 2. Every employee is entitled to review and reproduce his/her own personnel file at any reasonable time.

Section 3. At any reasonable time, an employee may request and receive information as to the number of sick and vacation days he/she has used and the number of sick and vacation days he/she has to his/her credit.

Section 4. The employee shall be notified of any complaint made regarding his/her performance of job duties that may result in disciplinary action. Whenever feasible, a complaint will be reduced to writing before being considered and processed by the Chief of Police. The Union understands that the Town may not adhere to this process when a criminal investigation is being conducted.

ARTICLE 10
Group Insurance

Section 1. The Town will continue to offer group life and accidental death and dismemberment insurance, as well as group medical and dental coverage for all employees in the bargaining unit who are eligible for such coverage. The provision of these benefits is subject to coalition bargaining between the Town and employee representatives.

ARTICLE 11
Hours and Conditions of Employment

Section 1. The scheduling of communications personnel shall be the responsibility of the Chief. The workweek shall consist of five (5) consecutive days on duty, followed by two (2) consecutive days off duty. The following shall be standard shifts:

1 Shift	Monday – Friday	8:00 AM – 4:00 PM
1 Shift either 1 Shift	Tuesday – Saturday Sunday – Thursday	8:00 AM – 4:00 PM or 8:00 AM – 4:00 PM
1 Shift	Sunday – Thursday	4:00 PM – 12:00 AM
1 Shift	Tuesday – Saturday	12:00 AM – 8:00 AM

Section 2. In advance of shift bids, the Chief may create additional work shifts so long as they are consistent with the parameters established by Section 1. This includes the right to create a split shift. (e.g.: an employee may work 2 evening shifts and 3 midnight shifts.)

Section 3. Upon at least seven (7) days notice, the Chief may adjust the shift schedule so that employees report to work up to one (1) hour in advance of their scheduled shifts. If such adjustment occurs, any employee who has his/her shift adjusted shall be compensated by either ending his/her shift prior to the above-mentioned quitting time, or by receiving financial

compensation commensurate with the additional time worked. The Chief may determine the means of compensation.

Section 4. Employees shall be entitled to a thirty (30) minute lunch period without loss of pay. Said lunch period may be taken at any location within the Town of Framingham, determined by the employee.

Section 5. Employees shall be granted two (2) fifteen (15) minute paid breaks. One break will be taken during the first half of the employee's shift and one break will be taken during the second half of the employee's shift. The timing of said breaks shall be at the discretion of the Shift Commander or his/her designee.

ARTICLE 12
Smoking

Employees shall only smoke during designated breaks and only within the designated smoking area.

ARTICLE 13
Bulletin Boards

Section 1. The Town shall provide the Union with a bulletin board designated for the purpose of posting notices regarding matters of official Union business and job postings for positions covered by this Agreement. The notices may remain posted for a reasonable period of time. Such designated bulletin boards shall be reasonably accessible to employees. The Bulletin Board need not be for the exclusive use of this Union.

ARTICLE 14
Shift Assignments

Section 1. Work shift assignments shall be determined by the Police Chief. Senior employees shall be given preference, but the Chief shall make the final decision as to work shift assignments. Employees shall request their work shifts twice per year, during the months of January and July. Bids shall close at the end of each month. New shift assignments will be posted by February 15 and August 15. New shift assignments shall go into effect on the second Sunday in March and September of each year. Shift assignments shall remain in effect until the next bid cycle, and shall be made as soon as possible after the execution of this agreement.

Section 2. Should an opening occur on a shift, a notice shall be posted within seven (7) days to that effect, on the union bulletin board. Any employee wishing to apply for the opening shall sign his/her name to the notice. At the end of the seven (7) day period, the senior-most qualified employee, as determined by the Police Chief, who has signed the notice shall be appointed to fill the opening, subject to the rights of management. Failure to sign the notice within a seven (7) day period will waive any rights to the opening. Nothing in this section shall be construed to require management to fill a shift vacancy.

Section 3. Employees will be allowed, but not required to exchange shifts with other bargaining unit employees. Employees who make such arrangements for shift coverage shall not be considered absent without leave. Employees providing shift coverage resulting from an exchange shall not be entitled to overtime pay or compensatory time, for the shift being covered.

Section 4. Except in an emergency situation, at least seven (7) days written notice must be given by the Chief to the employee in question, with reference to any change in his/her work shift.

Section 5. Shift bids shall commence within ten (10) days of the execution of this Agreement. Such bids shall remain in effect for the remainder of the bid cycle.

ARTICLE 15
Grievance Procedure

Section 1. A grievance shall be defined as an allegation by the Union that the Town has violated a provision or provisions of this Agreement. Nothing in this Agreement shall be so interpreted as to require the Union to process a grievance if the Union considers the grievance to be invalid or without merit.

Section 2. A grievance must be submitted in writing by the Union to the aggrieved employee's supervisor within seven (7) days of the event giving rising to the grievance.

Section 3. The aggrieved employee's Supervisor has five (5) days to respond to the grievance. If there is no response to or no resolution of the grievance, the Union may submit the grievance in writing to the Chief of Police within seventy-two (72) hours after the receipt of the Supervisor's response or the expiration of said five (5) day period. The Chief of Police may hold a meeting of the parties and may respond to the grievance in writing within fourteen (14) days of submission.

Section 4. If there is no response by the Chief or no resolution, the Union may submit the grievance in writing to the Town Manager within seventy-two hours after receipt of the Chief's response or the expiration of said fourteen (14) day period. The Town Manager may hold a meeting of the parties and may respond in writing within fourteen (14) days of submission.

Section 5. If there is no response by the Town Manager or no resolution, the Union may submit the grievance to arbitration within twenty (20) days after said events. The Union, and not the aggrieved employee, shall decide whether or not a grievance is submitted to arbitration. Arbitrations shall be conducted by the Division of Labor Relations. The arbitrator shall have no power to, subtract from, or modify any provision of this Agreement, or to issue any decision or award inconsistent with applicable law. The decision or award of the arbitrator shall be final and binding in accordance with M.G.L. c. 150C and 150E.

Section 6. All fees and expenses of the arbitrator shall be shared equally by the parties. Each side shall pay the cost of preparation and presentation of its own case.

Section 7. Any step or steps in the grievance procedure, as well as time limits prescribed at each step of the grievance procedure, may be waived by mutual agreement of the parties. Meeting dates will be agreed upon by all parties.

Section 8. If the Union fails to exhaust remedies under this procedure or to abide by the time limits with respect to each step, the grievance shall be deemed abandoned. If any responses are not received within the prescribed time limits, the Union may move the grievance to the next step of the grievance procedure.

ARTICLE 16
Emergency Situations

Section 1. If an employee is required to remain at work beyond his/her end of shift, he/she shall receive a minimum of one-half (1/2) hour compensation, at time and one-half (1 ½) the employee's hourly pay rate.

Section 2. If an employee is called into work, outside of his/her regularly scheduled shift, he/she shall receive a minimum of one (1) hour compensation, at time and one-half (1 ½) the employee's hourly rate.

Section 3. Compensation shall be calculated by one half (1/2) hour increments, for the purpose of this article.

ARTICLE 17
Unpaid Leave of Absence

Section 1. An employee may request an unpaid leave of absence. The request may be granted at the discretion and with the approval of the Town Manager. Such request shall not be unreasonably denied. An employee shall not accrue sick leave, vacation time, seniority, or longevity while on an unpaid leave of absence.

Section 2. Employees who do not return to work upon the expiration of an approved leave shall be considered to have voluntarily resigned.

ARTICLE 18
Holidays

Section 1. Employees shall be allowed to take recognized holidays off without loss of pay or compensation. If a holiday falls on an employee's scheduled day off, he or she shall receive one (1) day compensatory time, for each holiday which falls on his or her scheduled day off. In the event an employee works on a recognized holiday, he or she shall be compensated at time and one-half (1 ½) his or her hourly rate. The following shall be recognized holidays for all employees:

New Years Day
Independence Day

Thanksgiving Day
Christmas Day
Third Monday in February (Washington's Birthday)
Third Monday in April (Patriot's Day)
Last Monday in May (Memorial Day)
First Monday in September (Labor Day)
Second Monday in October (Columbus Day)
Veteran's Day
Martin Luther King Day

Section 2. Employees shall have the option to substitute Yom Kippur or Rosh Hashanah for Christmas Day, as a recognized holiday.

ARTICLE 19
Longevity

Section 1. Longevity pay shall be paid to any permanent full-time employee in accordance with the following schedule:

10 years of service	$200.00
15 years of service	$250.00
20 years of service	$300.00
25 years of service	$350.00
30 years of service	$400.00
35 years of service	$450.00

Longevity pay shall be due and payable within thirty (30) days after the employee's anniversary date after completion of the applicable years of service.

Section 2. The continuous service of an employee shall not be deemed broken by service in the armed forces of the United States, providing such employee returns to Town employment within two (2) years of his/her service termination date, and further provided that the employee's time in the Armed Forces is limited to four (4) years of service (unless it is involuntary service, in which case it may exceed four (4) years).

Section 3. The continuous service of an employee shall not be deemed broken when an employee is absent due to injuries received on the job in the service of the Town which are compensable under the Worker's Compensation Act (M.G.L. c. 152).

ARTICLE 20
Bereavement Leave

Section 1. Any employee shall receive up to three (3) days leave with pay to attend the funeral of any of the following:

Spouse, domestic partner, child, parent, guardian, grandparent, grandchild, brother, sister, step-parent, step-child, step-sibling, step-grandparent, grandparent of spouse or domestic partner, mother-in-law, or father-in-law.

Section 2. An employee shall be granted two (2) days leave with pay for the death of the following:

Aunt, uncle, cousin, niece, nephew, brother-in-law, sister-in-law.

Section 3. If a death necessitates travel of more than one hundred (100) miles by an employee, he/she may be granted one (1) additional day for travel at the discretion of the Chief of Police.

Section 4. Nothing in this Agreement shall prevent the Chief of Police from awarding additional days off for special circumstances, at his/her discretion.

Section 5. Management may request, and the employee shall provide proof of death with regard to any leave taken under the provisions of this article.

ARTICLE 21
Personal Leave

Section 1. Each July 1st, full-time employees will be credited with two (2) personal days. An employee requesting to use a personal day shall give as much advance notice of his/her intent as possible. Employees will make every effort to utilize their personal days prior to June 30th of each fiscal year. With the prior approval of the Chief of Police, employees may carry over unused personal time until September 30th of the next fiscal year. Such leave is at the discretion of the Chief of Police and shall not be unreasonably denied.

Section 2. If an employee terminates his/her service with the Town, he/she shall be compensated for any accumulated unused personal leave. Payment of such shall be calculated by multiplying the number of unused days by the employee's daily rate of pay.

ARTICLE 22
Sick Leave

Section 1. Employees covered by this agreement shall be allowed paid sick leave, accrued at the rate of one and one-quarter (1 ¼) days per month. Accumulation is unlimited. The Chief may require a doctor's certificate when an employee is absent on sick leave for three (3) consecutive days: after an employee is absent on sick leave for five (5) instances in a contract year or at any other time the Chief believes sick leave benefits are being abused.

Section 2. Up to four (4) days sick leave may be used per fiscal year for the care of the employee's spouse, children, parents and members of the employee's immediate household.

Section 3. Upon ordinary retirement, or death, an employee covered by this Agreement or his/her heirs, shall be entitled to buy back his/her accumulated and unused sick leave over one hundred (100) days, accumulation at a rate of one (1) day for every five (5) days (e.g.: if the employee had 120 days of unused and accumulated sick leave he/she would be entitled to a buy back of four (4) days.) The maximum number of days that can be bought back is 20 days and the maximum value of such buy back is three thousand ($3000.00) dollars.

Section 4. Employees on Workers' Compensation leave shall not accrue sick and vacation leave after being on such Workers' Compensation leave for thirty (30) days.

ARTICLE 23
Sick Leave Incentive

Employees who do not use any sick leave (including family sick time) during a contract year will be entitled to two (2) additional days of compensatory time. Employees who use no more than two (2) sick days/leave during a contract year (including family sick time) are entitled to an additional one (1) compensatory day.

ARTICLE 24
Court Time

Section 1. An employee assigned to either the evening or midnight shift, or assigned to the day shift and on a day off, who is required to attend any legal or administrative proceeding in his/her official capacity will, in lieu of any witness fee to which he/she would otherwise be entitled, receive compensation for the time which he/she was in attendance at such proceeding. Employee shall receive a minimum of three (3) hours compensation at time and one-half (1 ½) his/her base rate of pay.

ARTICLE 25
Maternity Leave

Section 1. Employees shall be entitled to maternity leave in accordance with M.G.L. c. 149 s. 105D and the Town's policy on maternity leave.

ARTICLE 26
Highway Department Calls

Section 1. The Union agrees to answer Framingham Department of Public Works' telephone calls after the Department of Public Works' normal business hours.

ARTICLE 27
Jury Duty

Section 1. An employee who reports for jury duty shall not be required to report to work on the day or days he/she reports for jury duty. Such leave shall be granted without loss of compensation.

ARTICLE 28
Non-Discrimination

Section 1. The Town or the Union shall not discriminate against any employee covered by this Agreement because of race, color, creed, age, handicap, sex, sexual orientation, or national origin.

ARTICLE 29
Vacations

Section 1. Vacation benefits are as follows:

At least one (1) year but less than five (5) years	10 days
At least five (5) years but not more than ten (10) years	15 days
At least ten (10) years but not more than twenty (20) years	20 days
Not less than twenty (20) years	25 years

Section 2. Consistent with the obligation of management to maintain adequate staffing levels, employees shall be allowed to take vacation upon reasonable notice and with the approval of their Shift Commander, or his/her designee.

Section 3. Employees who permanently leave Town service shall receive vacation pay, in lieu of time off, for accrued vacation time. Vacation time shall be credited on a pro-rata basis for the month in which separation occurs. Vacation time shall be calculated by multiplying the number of unused vacation days by the employee's daily rate of pay, at the time of separation.

Section 4. Following successful completion of six (6) months of employment, new employees may borrow up to five (5) vacation days from their first year allotment of ten (10) vacation days, for use prior to the completion of their first year of service. (e.g.: if a new employee took 5 vacation days before his/her 1 year anniversary, he/she would have 5 vacation days remaining, to be taken after the completion of 1 year of service.)

ARTICLE 30
Tuition Reimbursement

Section 1. The Town shall provide a tuition reimbursement fund up to a maximum of six hundred dollars ($600.00) per employee per fiscal year. Only full-time employees will be eligible to receive tuition reimbursement. Applications for tuition reimbursement shall be submitted to and be approved, in advance, by the Chief of Police. The approval of the Chief is within his/her discretion. In order to qualify for tuition reimbursement, the employee must successfully complete the course and receive a grade of "C" or better or its equivalency. However, to be eligible for reimbursement employees must receive a grade of "B" for Masters' or Doctorate level courses. Attendance at such courses must be outside of the employee's regular working hours and may not be a correspondence course. Reimbursements shall be limited to tuition, registration costs, and course materials. No employee shall study on duty. In order to qualify for tuition reimbursement, the course must be work-related or part of a degree program.

ARTICLE 31
Certification Pay

Section 1. Employees who have successfully completed the Massachusetts Criminal Justice Training Council Reserve Intermittent Police Academy shall receive a one-time stipend of fifteen hundred dollars ($1,500.00) to be paid out twice a year. Such stipend of seven hundred and fifty dollars shall be paid in the month of March and another payment of seven hundred and fifty dollars in September.

Section 2. The LEAPS/CJIS Representative and back-up LEAPS/CJIS Representative, who are qualified to instruct, train, and test other LEAPS/CJIS Terminal Operator, shall receive a stipend of fifteen hundred dollars ($1500.00). Such stipend shall be paid annually in the month of January. No such stipend shall be paid unless the employee actually engages in such instruction, training, or testing.

Section 3. Employees who have successfully completed at least eighty (80) documented hours of a recognized public safety communications course, not including the five week State Dispatcher Training Course, shall be entitled to a one-time stipend of $2,000, which will be added to the base pay, to be paid on the first pay period of December. This applies to course work taken after July 1, 2001. Course must be taken at employee's expenses and outside of the employee's regular working hours. Applications for course work shall be submitted to and be approved, in advance, by the Chief of Police. Training courses counted for this stipend may not be counted for the instructor-level stipend. During the probationary period employees will not be eligible for a stipend.

Section 4. Employees who qualify as communications training officers, by having successfully completed at least eighty (80) documented hours of instructor-level public safety communications course work, shall be entitled to an annual stipend of $1500, to be paid on the first pay period of December. Training courses counted for this stipend may not be counted for the basic stipend. Employees who request and receive this stipend may be required to train and

evaluate new employees. The Town may limit the number of employees assigned as training officers, and who are therefore eligible for this payment. Application for course work shall be submitted to and approved, in advance, by the Chief of Police.

Section 5. Members of the bargaining unit who successfully complete or who have completed the five week state Dispatcher Training Course shall receive a one-time stipend of $500 upon completion of such course.

ARTICLE 32
Overtime

Section 1. Overtime compensation shall be granted for any hours worked in excess of the established workweek. The overtime rate shall be time and one-half (1 ½) the employees base rate of pay.

ARTICLE 33
Safety and Health

Section 1. The Town agrees to provide safe, clean, stable surrounding in all places of employment. The Town agrees to comply with all applicable state and federal laws and regulations concerning a safe working environment.

Section 2. Managers shall at all times be concerned with the safety and health of employees under their supervision. When an employee reports a safety concern in writing to his/her immediate manager, a reasonable effort will be made to correct an unsafe condition.

ARTICLE 34
Fire Department Calls

Section 1. The Union agrees to answer Framingham Fire Department telephone calls, subject to the approval and consent from the Fire Department Union. Prior to the Union answering Framingham Fire Department telephone calls, the Town agrees to discuss with the Union any impact it may have on the Bargaining Unit.

ARTICLE 35
Salary

Effective July 1, 2010 – one percent increase (1%)
Effective July 1, 2011 – one percent increase (1%) with a wage re-opener; excluding School Department contracts
Effective July 1, 2012 – wage and monetary articles re-opener; excluding School Department contracts

Monetary Articles:
Article 19: Longevity
Article 31: Certification Pay
Article 35: Salary/Stipend Bundle
Article 36: Clothing
Article 40: Educational Incentive

Payment Frequency

The Union agrees to change from a weekly payroll to a bi-weekly payroll if accepted by all other Town Unions (excluding School Department).

Annual Stipend Bundle

The following annual stipend shall be paid out annually as part of the employee's base pay in the following manner:

Effective July 1, 2008, a new Step 7 shall be added, which shall be attained once a member of the bargaining unit completes ten years of service with Framingham Police Department. Such step shall be paid at $43,078.00 annually or an increase of 4%, whichever is greater.

Effective July 1, 2009, the annual amount of three thousand dollars ($3,000) shall be added to the base pay in the form of a bundled stipend which consists of the weekend and night shift differentials, roll call stipend of four hundred dollars ($400), and a technology stipend of one hundred dollars ($100).

ARTICLE 36
Clothing

All members of the bargaining unit will be required to wear a uniform as prescribed by the Chief of Police. Employees will receive a $500 clothing allowance at the execution of this agreement or the first year of employment and $375 each year thereafter. If the Police Department changes the embroidered insignia (badge), the Department shall replace all items bearing the old insignia.

ARTICLE 37
Training

Section 1. When an employee is required to use his/her personal vehicle to perform Town business, or attend conferences if ordered by the Chief of Police, he/she shall be reimbursed in accordance to town policy.

Section 2. All employees shall attend and successfully complete a basic forty (40) hour telecommunications (dispatching) course, as approved by the Chief of Police. New hires shall be registered for said course within six (6) months of hire.

ARTICLE 38
Accreditation

The bargaining unit agrees to any future changes in terms and conditions of employment, as required by the Police Department's accreditation process. This includes assuming additional duties, as accreditation may require.

ARTICLE 39
Equipment

The Town will purchase and maintain all dispatch equipment and software as the Chief of Police deems necessary. Employees shall be granted training and access to manuals and may be considered in choosing such equipment and software.

ARTICLE 40
Educational Incentive

Effective July 1, 2008, an educational incentive to be added to the base pay shall be established as follows:

Dispatchers shall receive additional compensation as an educational incentive in increments or amounts equal to the percent of base pay, predicated upon the following:

- Associate Degree in law enforcement or a related specialty approved in advance by the Chief: $1200.
- Baccalaureate Degree in law enforcement or a related specialty approved in advance by the Chief: $2400.
- Master's Degree in law enforcement or a related specialty approved in advance by the Chief: $3600.

Payment of such incentive shall be conditioned upon the following:

Any such degree must be in a law enforcement or work-related specialty as determined by the Chief. Such determination shall not be subject to the grievance procedure.

ARTICLE 41
Layoff

In the event of a reduction in the workforce hours, reduction in hours or layoffs shall be in inverse order of hiring (by seniority). Notice by the Town to the Union and Employee shall be no less than four (4) weeks, but in an emergency no less than two (2) calendar weeks.

For the period of 18 months the affected employee shall have the right to be recalled to the job title from which he/she was laid off, if apposition should become vacant or be reinstated to a position in a different job if qualified.

No person shall be hired as a Dispatcher until all persons on the recall list have been notified, and such persons decline the employment offer.

ARTICLE 42
Duration

This agreement will be effective July 1, 2010 and will continue to remain in full force and effect, except for the wage re-openers, to and including June 30, 2013 and shall automatically renew itself for one (1) year unless by April 1 of the same year of the expiration of the contract either party gives notice that it desires to negotiate a new contract or amendment thereto.

Agreed to this 2nd day of November, 2011.

Town Of Framingham:

DATED: 8/28/12

SEIU Local 888:

DATED: 9/12/12

Salary Schedule Dispatcher Public Safety
July 1, 2010 - June 30, 2011

	1%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
DPS	1	$39,038	$40,376	$41,764	$43,208	$44,704	$46,253	$47,980
weekly		$750.72	$776.47	$803.16	$830.93	$859.69	$889.48	$922.69
daily		$150.14	$155.29	$160.63	$166.19	$171.94	$177.90	$184.54
hourly		$18.77	$19.41	$20.08	$20.77	$21.49	$22.24	$23.07

July 1, 2011 - June 30, 2012

	1%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
DPS	1	$39,428	$40,780	$42,182	$43,640	$45,151	$46,715	$48,459
weekly		$758.23	$784.23	$811.19	$839.24	$868.29	$898.37	$931.91
daily		$151.65	$156.85	$162.24	$167.85	$173.66	$179.67	$186.38
hourly		$18.96	$19.61	$20.28	$20.98	$21.71	$22.46	$23.30

Memorandum of Understanding of Agreement Between The Town of Framingham and The Framingham Police dispatcher's Union (SEIU Local 888)

7/1/10 – 6/30/13

The Town of Framingham and the Framingham Police Dispatchers Union (SEIU Local 888) hereby agree to the following changes in the contract:

1. **Article 22**: Sick Leave

Section 2: Up to four (4) days sick leave may be used per fiscal year for the care of the employee's spouse, children, parents and members of the employee's immediate household.

2. **Article 35**: Salary

Effective July 1, 2010 – one percent increase (1%)

Effective July 1, 2011 – one percent increase (1%) with a wage re-opener; excluding School Department contracts

Effective July 1, 2012 – wage and monetary articles re-opener; excluding School Department contracts

Monetary Articles:

Article 19: Longevity

Article 31: Certification Pay

Article 35: Salary/Stipend Bundle

Article 36: Clothing

Article 40: Educational Incentive

Payment Frequency

Union agrees to change from a weekly payroll to a bi-weekly payroll if accepted by all other Town Unions (excluding School Department).

3. **Article 36**: Clothing

All members of the bargaining unit will be required to wear a uniform as prescribed by the Chief of Police. Employees will receive a $500 clothing allowance at the execution of this agreement or the first year of employment and $375 each year thereafter. If the Police Department changes the embroidered insignia (badge), the Department shall replace all items bearing the old insignia.

4. **Article 37**:Training

Add: Section 1. When an employee is required to use his/her personal vehicle to perform Town business, or attend conferences if ordered by the Chief of Police, he/she shall be reimbursed in accordance to town policy.

5. **Article 39:** Equipment

Remove: The Town will purchase up to three communications headsets per year. The Town shall distribute headsets by seniority, to employees who request them and who have completed the probationary period. Such headsets shall be compatible with the Police Department's Radio System.

Add: The Town will purchase and maintain all dispatch equipment and software as chief deems necessary. Employees shall be granted training and access to manuals and may be considered in choosing such equipment and software.

6. **Article 41:** Layoff

In the event of a reduction in the workforce hours, reduction in hours or layoffs shall be in inverse order of hiring (by seniority). Notice by the Town to the Union and Employee shall be no less than four (4) weeks, but in an emergency no less than two (2) calendar weeks.

For the period of 18 months the affected employee shall have the right to be recalled to the job title from which he/she was laid off, if a position should become vacant or be reinstated to a position in a different job if qualified.

No person shall be hired as a Dispatcher until all persons on the recall list have been notified, and such persons decline the employment offer.

7. **Article 42:** Duration

This agreement will be effective July 1, 2010 and will continue to remain in full force and effect, except for the wage re-openers, to and including June 30, 2013 and shall automatically renew itself for one (1) year unless by April 1 of the same year of the expiration of the contract either party gives notice that it desires to negotiate a new contract or amendment thereto.

Signed

UNION [signature] DATE: 11/02/11

TOWN [signature] ATM/HR Director DATE: 11/2/11

Approved at 2012 Annual Town Meeting