



FRANKLIN TOWN COUNCIL

August 5, 2015

7:00 PM

A. APPROVAL OF MINUTES *July 8, 2015*

B. ANNOUNCEMENTS – *This meeting is being recorded by Franklin TV and shown on Comcast channel 11 and Verizon channel 29. This meeting may be recorded by others.*

C. PROCLAMATIONS/RECOGNITIONS

D. CITIZEN COMMENTS

E. APPOINTMENTS -

F. HEARINGS – *Zoning Bylaw Amendment 15-750: Zoning Map Changes from Industrial to General Residential V District in an Area on or Near Dean Ave. – 7:10 PM*

G. LICENSE TRANSACTIONS

H. PRESENTATIONS/DISCUSSIONS – *Town Clerk – Election Process
Community Opportunities Group-Housing Grant*

I. SUBCOMMITTEE REPORTS

J. LEGISLATION FOR ACTION

- 1. Resolution 15-48: Voter Approval – Farm Equipment, Farm Animals*
- 2. Resolution 15-49: Confirmatory Order of Taking – Land at 275 Beaver Street*
- 3. Zoning Bylaw Amendment 15-750: Zoning Map Changes from Industrial to General Residential V District in an Area on or Near Dean Ave – 1st Reading*
- 4. Bylaw Amendment 15-751: Changes to Chapter 181, Wetlands Protection – 1st Reading*
- 5. Resolution 15-50: Ratification Franklin Police Association Contract*
- 6. Resolution 15-51: Ratification Franklin Police Sergeants Association Contract*

K. TOWN ADMINISTRATOR'S REPORT

L. OLD BUSINESS

M. NEW BUSINESS

N. COUNCIL COMMENTS

O. EXECUTIVE SESSION

P. ADJOURN

**FRANKLIN TOWN COUNCIL
MINUTES OF MEETING
July 8, 2015**

A meeting of the Town Council was held on Wednesday, July 8, 2015 at the Franklin Municipal Building, 355 East Central Street, Franklin, Massachusetts. Councilors present: Andrew Bissanti, Robert Dellorco, Brett Feldman, Matt Kelly, Peter Padula, Judith Pond Pfeffer, Robert Vallee, Steve Williams. Councilors absent: Thomas Mercer. Administrative personnel in attendance: Jeffrey Nutting, Town Administrator; Mark Cerel, Town Attorney.

CALL TO ORDER: Chairman Vallee called the meeting to order at 7:00 PM with a moment of silence and the Pledge of Allegiance.

APPROVAL OF MINUTES: *June 10, 2015, June 11, 2015 Budget Hearings, June 24, 2015.* Motion to **Approve** by **Kelly** the June 10, 2015, June 11, 2015 Budget Hearings, June 24, 2015 meeting minutes with the following correction to the June 24, 2015 minutes:

Resolution 15-43: Appropriation-FY15 Fire Wages (Arbitration Award). Ms. Pfeffer read the resolution. **MOTION to Move** Resolution 15-43 by **Padula**. **SECOND** by **Kelly**.

SECOND by **Bissanti**. **VOTE: Yes-8, No-0, Absent-1.**

ANNOUNCEMENTS: Chairman Vallee announced the meeting would be recorded by *Franklin TV* and available for viewing on Comcast Channel 11 and Verizon Channel 29. This meeting may also be recorded by and available on *Franklin Matters*.

PROCLAMATIONS/RECOGNITIONS: None.

CITIZEN COMMENTS: None.

APPOINTMENTS: ► **Cultural Council.** Ms. Pfeffer read the recommendation to appoint Gia Podobinski and Justin Haslett to serve as members of the Cultural Council. **Motion to Ratify** the appointment of Gia Podobinski and Justin Haslett to serve as members of the Cultural Council by **Kelly**. **SECOND** by **Padula**. **Discussion:** Mr. Nutting stated the applicants have much experience and enthusiasm for cultural development. **VOTE: Yes-8, No-0, Absent-1.**

► **Charles River Pollution Control District.** Ms. Pfeffer read the recommendation to appoint Joseph V. Cameron to serve as a member of the Charles River Pollution Control. **Motion to Ratify** the appointment of Joseph A. Cameron to the Charles River Pollution Control by **Pfeffer**. **SECOND** by **Kelly**. **Discussion:** In response to a question, Mr. Nutting stated that many applicants for such positions are aware of openings through the Web and Globe West. **VOTE: Yes-8, No-0, Absent-1.**

► **Registrar of Voters.** Ms. Pfeffer read the recommendation to appoint Lois D'Amico to serve as a member of the Board of Registrars. **Motion to Ratify** the appointment of Lois D'Amico to serve as a member of the Board of Registrars by **Pfeffer**. **SECOND** by **Kelly**. **No Discussion.** **VOTE: Yes-8, No-0, Absent-1.**

LICENSE TRANSACTIONS: None.

PRESENTATIONS/DISCUSSIONS: *Franklin Advisory Committee.* Larry Benedetto, Chairman Franklin Advisory Committee, addressed the Town Council to provide an update of the work down during the past year. He stated it is the Committee's opinion that the Town is heading in the right

direction with quality development that enhances the community, expands the tax base, creates revenue and is aesthetically pleasing. There are very few complaints and many compliments about the helpfulness and cooperation of employees. He stated they believe the Town is in a better place than previously with being attractive to investment and competitive with neighbors. Some issues and topics the Committee has been involved with include: cul-de-sac issue, neighborhood commercial development master plan, parking regulations and requirements, South Franklin Church Meeting House, Site Plan review and Limited Site Plan review, Gateway initiative, the Train Station, rezoning issues on RVI and RVII, unkempt property bylaw—abandoned or foreclosed properties, urgent care facility, land swap on Beaver Street, amendment to Chapter 185-18 regarding ability to reconstruct and rebuild nonconforming properties, expand and improve working relationship with Dean College, Downtown aesthetics, housing, and the property at the corner of Rt. 140 and Rt. 495 which is currently a salt barn. Mr. Benedetto complimented Jeff Nutting for working with the Franklin Advisory Committee.

Council members requested information about the contributions of Dean College to the community. Mr. Benedetto responded that Dean has provided education for police officers, lent facility space for meetings, and were helpful to Franklin on business and education council. It was mentioned that Dean College President Paula Rooney came before the Town Council a few years ago and offered reduced courses for high school students in advanced placement and provided a four-year scholarship to a Franklin High School graduate. Mr. Nutting stated Dean College also offers free education to all Town employees and people over 65 years old. Mr. Benedetto stated that the college is a very positive influence in the Town as the maintenance of their buildings and property is aesthetically pleasing. Council members suggested beginning a dialogue with the college.

SUBCOMMITTEE REPORTS: None.

LEGISLATION FOR ACTION: (*Item taken out of order from agenda*)

- 1. *Bylaw Amendment 15-749: Amendment to Chapter 139-14 Sewer System Map – 2nd Reading.*** Ms. Pfeffer read the amendment to Chapter 139-14 Sewer System Map adding 14 Crocker Avenue as an eligible location. **MOTION to Move** Bylaw Amendment 15-749 by **Padula. SECOND** by **Kelly. Discussion:** ► Mr. Nutting stated the application is for a single-family extension on Crocker Avenue which will be completed prior to the reconstruction of the entire street and recommended approval. Mr. Donald Nielsen, Engineer for Guerriere & Halnon, Inc., and Kathy Harland, property owner, addressed the Town Council. Mr. Nielsen stated he met with Board of Health Director David McKearney on site and after a thorough review of the property Mr. McKearney recommended proceeding in this direction. Mr. Nielsen provided a review of application and plans to extend the sewer force main using 1 ¼ inch line. **VOTE: Yes-8, No-0, Absent-1.**

HEARINGS: *Violation of M.G.L. 138 §34: Sale, Delivery or Furnishing of an Alcoholic Beverage to a person under the age of 21 – Dacey’s Market at 345 Lincoln Street.* Chief of Police Stephan Semerjian addressed the Town Council and read a narrative of the violation. In addition, he stated two officers involved were present at this meeting.

Mark Cerel, Town Attorney, stated that he had spoken with Mr. Swetal Patel, owner of Dacey’s Market. Mr. Cerel swore in Police Sergeant Jason Reilly.

Under oath, Officer Reilly testified to the Council as to his observations regarding the violation incident of June 19, 2015 at Dacey’s Market. He indicated that he saw only one employee in the store at the time, but could not confirm if it was Mr. Patel.

Mr. Patel stated that the store employee carded the purchaser of the alcohol who possessed a license from Rhode Island and the \$2,000.00 machine in the store that verifies the validity of licenses indicated the license was valid. He questioned how the store employee would know it was a fake ID when the machine verified it as valid.

Chief Semerjian stated the valid forms of identification for alcohol purchase are Massachusetts ID and Massachusetts Operator's license. An out-of-state license is not an acceptable form of ID for alcohol purchase for a person under age thirty. Chief Semerjian stated that the minor who purchased the alcohol stated that he was not asked for ID.

Mr. Patel provided seven letters from the Police Department stating Dacey's Market is doing a good job—and questioned how could it be that Dacey' is not asking for ID from their patrons. Mr. Patel also showed two out-of-state licenses that he had confiscated because they were invalid.

Mr. Cerel asked that the minutes of the May 25, 2011 Town Council meeting be put into record indicating at which time there was a Violation Hearing for Dacey's Market for the sale of alcohol to an underage individual. The result was a three-day liquor license suspension.

Mr. Patel stated that in 2011 he had just purchased the store. After the incident of May 25, 2011, he purchased the license scanner machine. Mr. Patel also stated he called the Alcoholic Beverages Control Commission (ABCC) and they stated that it is allowable to sell liquor to an individual with an out-of-state license with proof of age as long as the machine indicates the license is valid. The ABCC does not state that alcohol can only be sold to a person with a Massachusetts license.

Chief Semerjian indicated that it is illegal to use a false ID.

Mr. Bissanti stated that the youths that are producing and using fake IDs must bear some of the responsibility and be held accountable for using fake IDs.

Mr. Patel stated he can call the company of the machine to get the report to indicate that the license was submitted into the machine. He expressed concern that the machine reported the license was valid and questioned what is he to do. Mr. Patel stated he does have a camera in the store. He offered to bring the employee selling the alcohol to the underage person and the camera footage of the incident to the Council if requested.

Mr. Cerel swore in Patrolman Steven Hamilton. Patrolman Hamilton stated that as he conducted the car stop, he did confiscate the individual's fake Connecticut license ID—it was not a Rhode Island license. Patrolman Hamilton stated that the individual said he did not use the license during the purchase of the alcohol at Dacey's Market.

Mr. Williams stated that to purchase alcohol in Massachusetts the only acceptable forms of identification are a Massachusetts license, Massachusetts liquor ID, and military ID.

Mr. Cerel stated that there is no defense provided for selling alcohol using any other form of ID.

MOTION to Close the public hearing by **Kelly**. **SECOND** by **Padula**. **VOTE: Yes-8, No-0, Absent-1.**
Discussion: ► Mr. Cerel provided background on the policy on liquor sale offenses and violations. Mr. Cerel recommended a seven-day suspension with three days to be served and four days to be held in abeyance for two years.

MOTION to **Approve** seven-day suspension with three days to be served and four days to be held in abeyance for two years by **Pfeffer**. **SECOND** by **Padula**. **Discussion:** ► Mr. Kelly requested to amend the motion to four days served and three days to be held in abeyance for two years. Mr. Nutting recommended these days be served consecutively starting July 16, 2015 pending an appeal. Mr. Cerel noted that Mr. Patel has five days to file an appeal with the ABCC. **MOTION** to **Move as Amended** to four days to be served and three days to be held in abeyance for two years with the four days to be served consecutively beginning July 16, 2015 by **Kelly**. **SECOND** by **Padula**. **VOTE: Yes-8, No-0, Absent-1.**

LEGISLATION FOR ACTION: (Continued)

2. **Resolution 15-46: Appropriation-Water Enterprise – Prior Year Bill – 9/10 Vote.** Ms. Pfeffer read the resolution that a prior year bill in the amount of \$1,926.72 be paid from the FY 2015 Water Enterprise Operating Budget. **MOTION** to **Move** Resolution 15-46 by **Pfeffer**. **SECOND** by **Kelly**. **Discussion:** ► Mr. Nutting stated the Town received a letter from the MBTA for a past bill that needs to be paid. **VOTE: Yes-8, No-0, Absent-1. Unanimous.**
3. **Resolution 15-47: Appropriation-Other Post Employment Trust Fund--2/3 Vote.** Ms. Pfeffer read the resolution to transfer \$1,875,334.64, plus any accrued interest, from Other Post-Employment Benefits Stabilization Fund to the Other Post-Employment Benefits Trust Fund. **MOTION** to **Move** Resolution 15-47 by **Pfeffer**. **SECOND** by **Kelly**. **Discussion:** ► Mr. Nutting noted the obligation to fund OPEB and this transaction would take money out of the Stabilization Fund and put it in the Trust Fund; therefore, would be able to invest it with the State and could possibly get 6-8%. Relied on outside professionals to do due diligence to make this decision. **VOTE: Yes-8, No-0, Absent-1. Unanimous.**
4. **Zoning Bylaw Amendment 15-750: Zoning Map Changes from Industrial to General Residential V District in an Area on or near Dean Ave. – Referral to Planning.** Ms. Pfeffer read the amendment. **MOTION** to **Move** Zoning Bylaw Amendment 15-750 by **Pfeffer**. **SECOND** by **Padula**. **Discussion:** ► Mr. Nutting stated the purpose of this zoning bylaw amendment is to begin a public process to change the zoning laws for the last piece of industrial zoned property in Downtown Franklin to multi-family. It might be an opportunity for economic development for this area. Mr. Bissanti stated this is a great thing and confirmed with Bryan Taberner, Director of Planning and Community Development, that this would be for Residential V District. **VOTE: Yes-8, No-0, Absent-1.**
5. **Bylaw Amendment 15-748: Amendment to Chapter 128 Peddling and Soliciting – 2nd Reading.** Ms. Pfeffer read the bylaw amendment that commercial solicitations shall be limited to the period between 9:00 a.m. and the earlier of 7:00 p.m. or one-half hour prior to sunset. **MOTION** to **Move** Bylaw Amendment 15-748 by **Pfeffer**. **SECOND** by **Padula**. **Discussion:** ► Mr. Nutting stated this addresses a problem from earlier this year in which people were soliciting commercial products after dark and knocking on residents' doors. This would still allow soliciting but in a safer manner. **VOTE: Yes-8, No-0, Absent-1.**

TOWN ADMINISTRATOR'S REPORT: ► Mr. Nutting thanked Dianne Blanchard who will be retiring next week for her many years of loyal and dedicated service. She is an exemplary employee and has done a tremendous job. He wished her best of luck in her retirement. ► Mr. Nutting thanked Fourth of July committee for their hard work last weekend. ► The Downtown project continues and he will try to update residents on a bi-weekly basis. Work will continue north of Emmons Street up to Moore Avenue in the next few weeks and will continue to put in bases for period street light pieces. If any citizens or businesses have any questions, please call. ► Received notice that Algonquin Gas resubmitted their application and will start again with the process. ► Mr. Nutting stated the need for an executive session as

listed on the agenda. ►The Company will be onsite the week of July 27th to work on the DelCarte playground. ►There is an EDC meeting scheduled for next Wednesday at 6pm.

OLD BUSINESS: ►Mr. Feldman stated the State legislators agreed on a budget and he asked Mr. Nutting if there was anything of note. ►Mr. Nutting stated that State aid did not change. Representative Roy said many of his amendments were included in the budget. The Governor has ten days to veto any portion of the budget. The House then can override any veto by 2/3 vote. Mr. Nutting stated it seemed like a good budget and hoped some of the things Franklin needs will come through. In regards to the Pond Street RFP, Mr. Nutting stated many people wait until the last day to submit, so no additional information is available yet. ►Ms. Pfeffer stated concern regarding the sixteen overdose deaths of Franklin residents ages 20-35 in 2014. In reviewing Town of Franklin reports over the past years, the detective division of the Police Department continually changed the reporting methods regarding overdosing, deaths, calls for ambulance and drug arrests. The reporting of these items should remain consistent throughout the years as there is not enough consistent information on the drug problem. As well, although there have been presentations and discussions in the Town Council meetings and the Opiate Coalition, the Town needs to be doing more to help stop this drug problem. Ms. Pfeffer also discussed a presentation she recently attended for a fundraiser for Forever Home regarding the saving of dogs that are scheduled to be euthanized. The Stoughton Police Department saved one of these dogs and now has a dedicated drug-dog in the Town. She stated the Town Administrator and Police Chief should be looking at such possibilities to help the opiate problem. For instance, instead of funding various administrative positions, the money could be better used for a drug-dog and required training. ►Mr. Dellorco stated support as drug dogs do a tremendous job. Mr. Dellorco also stated the Opiate Coalition provided a good presentation at the meeting. He mentioned the next Opiate Coalition meeting is scheduled for August 12, 2015 and there will be good speakers and presentations. ►Mr. Williams stated the Town has a dog that is cross-trained for search and rescue and drug search. The dog has his own handler and car. Also, as part of Metropolitan Law Enforcement Council, Franklin has access to 60-80 dogs that can be brought to Town quickly as necessary for any situation. ►Mr. Bissanti stated this is a problem that has been known about and is not a new problem and it must be talked about. Drugs in Franklin are a problem.

NEW BUSINESS: ►Mr. Bissanti stated he heard there was one solar RFP on the table and hopes that more will surface. He is looking forward to receiving all RFPs for the Pond Street property. ►Mr. Nutting stated the RFPs must be received on time or they will be thrown out; the Purchasing Director will open them. Mr. Nutting will send out an email tomorrow afternoon regarding the RFPs received. ►Chairman Vallee stated Franklin is the only town in the area that does not provide fireworks for its citizens. He requested Mr. Nutting conduct a poll of nearby towns to determine who pays for the fireworks in other communities and look into providing fireworks for Franklin. Chairman Vallee stated the Town should sponsor Fourth of July fireworks for citizens just as the Town provides lights in the Common during the holidays. ►Mr. Nutting stated he would look into this, but it may not be a legal expenditure. ►Mr. Bissanti stated he believed Franklin does not have fireworks because there is not a place to set them off. ►Mr. Nutting stated the State Fire Marshall came out to determine a location that fireworks could be set off in Franklin; Beaver Pond, the dump and many other places were ruled out due to lack of space. It must be a space where the fireworks are safe and 20,000 people can congregate.

COUNCIL COMMENTS: ►Mr. Kelly requested Mr. Nutting reach out to DPW Director to better coordinate plans with Walsh contractors and Gas Company regarding detours required due to Main Street and Downtown work as there are too many detours. Mr. Kelly thanked Sergeant Jason Reilly and Officer Hamilton for stepping up and doing the right thing in regards to the violation of the sale of alcoholic beverages to a minor. ►Mr. Padula stated he heard the cost for the Fourth of July laser show was about the same cost as fireworks at \$14,000. In addition, he stated the Recycling Center has been getting great results--499 people were there one week ago Saturday. ►Mr. Dellorco stated he agreed fireworks would be great and a place to have them must be found. Many residents miss the fireworks. He noted the next

Opiate Coalition meeting is scheduled for August 12, 2015. ► Ms. Pfeffer congratulated Lisa Audette, Executive Director of the Franklin Housing Authority, for being elected President of the Massachusetts Chapter, National Association of Housing & Redevelopment Authorities (MassNAHRO). In addition, Ms. Pfeffer stated it seemed like wheelchairs would have difficulty on the new sidewalks on Emmons Street due to the many telephone poles. ► Mr. Nutting stated he will confirm that wheelchairs have the required forty-two inches and mentioned that new sidewalks will also be installed on East Central Street. The Town website is updated with construction information every two weeks.

EXECUTIVE SESSION: *Collective Bargaining Police, Police Sergeants, and Library.* MOTION to Move by Pfeffer that Town Council enters executive session for discussion of Collective Bargaining Police, Police Sergeants, and Library. **SECOND** by **Feldman**. **ROLL CALL VOTE:** Bissanti-YES; Dellorco-YES; Feldman-YES; Kelly-YES; Padula-YES; Pfeffer-YES; Vallee-YES; Williams-YES. **YES-8, NO-0, Absent-1.**

Town Council Meeting Public Session ended at 8:33 PM.

Respectfully submitted,

Judith Lizardi
Recording Secretary

Down

It is our opinion that overall we're heading into the right direction. We hear very few complaints about the process and many complements about the helpfulness and cooperation of our employees. Whenever there are technical or impact issues on a development or proposal, things can become slowed and problematical, but that is not always caused, intentionally, by the town or a respective department. In conversation with applicants and developers ~~some~~^{most} are satisfied, others not so. If our objective is to be competitive with our neighbors and attractive to investment, then we are in a better place than we were.

Some issues and topics we've been involved with:

1. Cull de sac issue. Although we are not totally satisfied with the by-law and have questions as to how it relates to condo/multi-family development, we are consistent with our neighbors and can live with it. Whether or not it should be extended to 800' is a question that was raised in a 29 April document that was sent to all of you. A possible middle-ground that might be helpful is the encouragement of clustering and some consideration in density.
2. Neighborhood Commercial Development: Much discussion about the intention of the Master Plan and where, when and how best to proceed with this activity, most of which we believe will be market driven. The idea of creating new mixed-use development, beyond that of a small market or convenience store, lead us to identify areas in which the latter might best serve the residents and have community support. For example, we believe South Franklin, Washington Street would be well served in this regard; lower Chestnut Street, lower Lincoln Street, lower Pond Street, and upon completion of the Egan development, that area of West Central Street were identified for potential and possible development and future consideration. What has become apparent, is that the "Mom & Pop" stores so many of us grew up with are unlikely to return, primarily due to the need for parking and recognition that walking to the local grocer is mostly a thing of the past. To this end, it is apparent that the convenience/country store or neighborhood commercial development is most likely to take place on our arterial roadways (as alluded to above). The concept of mixed-use, neighborhood commercial development has appeal. It can provide a convenience for our residents, lessen traffic, create employment and tax revenue and regenerate real estate value or improvement when done correctly. The Committee strongly supports the concept.
3. Parking Regulations/Requirements: As you are aware, we have two schools of thought here: One is that private property owners, unless they are creating a public safety issue or encroaching on property not their own, should be left to determine their parking needs and numbers; the town, also concerned with public safety and certain density and space needs, has in place a formula determining and

regulating private property parking. We concluded that the town does have an interest, but that the property owner also should have some freedom to make that determination. As long as there is an appeal and/or waiver consideration, we believe a middle-ground approach is our best one. Recognition that the developer or property knows what is best or necessary for their interest should be recognized, however.

4. South Franklin Church/Meting House: The town has been given an historic and valued gift. Along with our library, Brick School and history with Horace Mann and Ben Franklin, the church/meeting house is a welcomed addition to the community. There will be, in the coming months, debate on how best to incorporate this addition to Franklin. We suggest a building-use Committee, including representation from the Historical Commission, not only for this site, but all Franklin's historical properties, so we can properly plan, support and preserve these very valuable assets we have. Few communities can match our historical attributes and we need to find ways to protect and preserve them, for the future of our community and residents. Councilor Pfeffer is agreeable to serving, as are others from our Committee, should you choose to proceed. This will be a lengthy endeavor and discussion for another night, we are encouraged by the report and strongly encourage all of you, and the community at large, to familiarize yourself with these sites and participate in this effort.

5. Site plan review; limited site plan review: You are all familiar with this topic and conversation the past few years. The revision allowing the 600 square foot rebuild and discretionary authority extended to the Building Commissioner seems to have curtailed the complaints of the past and provided for a more helpful process for those seeking to expand their property or business. Fast-tracking questionable; two sides to story!

6. Gateway initiative: As discussed last year, we believe the development at Cook's Farm and Country Club to have a very positive impact on the entrance of Franklin from the East; we are now looking for an equally positive influence from the West, which shall begin with the removal of the temporary classrooms at Davis Thayer complementing the very pleasing improvements Dean College has been making on their property. The future of Davis Thayer, which apparently shall remain a school for the near future, will eventually allow the town to enhance and complement our Western entrance. We are encouraged and enthusiastic about the possibilities. The development of the old town hall, and good work by the town at the museum, will go a long way toward this objective.

7. Train Station: After several years and many, many meetings and discussions, we got a new roof and paint job. The myriad problems the T faces are not encouraging, and it is unlikely will ever result in satisfying all the needs and

deficiencies of the site. Our hope is that an adjacent, private development will be helpful in addressing the needs of a major and important property in our cbd. We hope to be meeting with the developers in the near future toward this end. We believe the town can serve as a catalyst for a mutually attractive and beneficial project. If not, taking ownership of the site remains an alternative.

8. Rezoning, R6 and R7 development. This is an ongoing discussion and somewhat beyond our purview. However, we believe the Council needs to retain the right and authority to rezone and approve any proposal that comes before it and is in the interest of the community at large. Restricting the ability to rezone, or preclude a developer or property owner from presenting a proposal is not in the wider interest of the community. In one of our more contentious discussions on this topic it was said that "people who either built or bought their property in someone else's backyard don't want anyone else to be able to do. Name one person or property who has been hurt by a rezoning?" Cite: 140

9. Unkempt Property by-law: The current by-law is designed to address abandoned or foreclosed properties. A by-law for commercial property is a consideration, as is expansion of the current residentially focused by-law. Preferably, property owners should act responsibly and cognizant of maintained property values. This subject is alive and viable, no specific action is pending.

10. Urgent Care: Our part in this endeavor was minimal and we appreciate being included in the discussion, which largely fell to the Committee established by Chairman Vallee with Councilors Pfeffer and Padula. I also want to commend Mr. Nutting, Councilors Bissanti and Kelly who also attended. I apologize for any I may have missed.

11. Land-swap Beaver St. We have stepped away from this and are following the effort of Jeff Nutting and Representative Roy as they proceed. If and when this is completed it will significantly allow for improving an area in which the town has a significant investment as well as provide a setting for future recycling and green technology. Not quite as bad as dealing with the T, but our good friends at the state will not be setting any olympic speed records.

12. Amendment to ¹⁸⁵118-18 You should all be familiar with the need to correct an inadequacy in our regulations that can negatively impact certain desirable redevelopment or renovation to preexisting, non-conforming structures. It is scheduled discussion in tech-review and we urge your attention to this.

13. Aesthetics: All of us have traveled some place from which we opine that "what a pretty little town, or downtown, etc. etc." Our downtown needs to be as attractive and welcoming as we can make it. Anyone and everyone who considers investing in this community visits the cbd. That impression can be the determinant of whether or not they bring or start a business here; we need to pay

as much attention, and invest as many resources as we do in our soccer fields and other municipal properties. The cbd needs to be a priority. Partner with businesses; volunteers/garden club/ Esterly common/tree planting (Lembo, Catalano) Pitch Talbots!

14. We need to expand and improve our working relationship with the college.

~~Good example: hard business decisions, not 20 people in room, 35,000 a home.
No Caving! 35 years old~~

We have location, rail, 495 good population, safe and excellent services; one player can make a difference (Plainville).

Future: 495/140

Housing - always strong, LEAVE TO MARKET,
STATE - 40K NOT WORKING AS INTENDED.

OUR FOCUS MUST BE ON DEVELOPMENT
THAT WILL GENERATE REVENUE; HOUSING
NOT LEFT TO PRIVATE SECTOR

Housing Partner
Franklin HA
w 6 40B

HEARING – 7:10 PM

- ZONING BYLAW AMENDMENT 15-750: ZONING MAP CHANGES FROM INDUSTRIAL TO GENERAL RESIDENTIAL V DISTRICT IN AN AREA ON OR NEAR DEAN AVE.

PRESENTATIONS

AND

DISCUSSIONS

- TOWN CLERK – ELECTION PROCESS
- COMMUNITY OPPORTUNITIES GROUP – HOUSING GRANT

**BELLINGHAM-HOPEDALE-FRANKLIN
2015 MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT
SUMMARY**

FUNDING AWARD: \$894,082.00 (for 2 Activities)

ACTIVITY #1: BELLINGHAM-HOPEDALE-FRANKLIN HOUSING REHABILITATION PROGRAM (BHFHRP)

Funding and technical assistance is provided to assist owners of 1-7 unit residential properties to make needed repairs and accessibility modifications. Eligible properties are those where a majority of units are occupied by low- and moderate-income households (see income guidelines attached). Eligible units must be located in the South Bellingham, North Hopedale or Franklin Center Target areas, except that up to 20% of available funding may be used anywhere in the three towns to make emergency repairs (such as to address failed heating or septic systems, repair badly leaking roofs, or make accessibility modifications for example). (See Franklin Target Area Streets attached).

Number of Units to be Assisted:

An estimated 26 units will be rehabilitated with grant funds (10 units each in Bellingham and Franklin and 6 units in Hopedale). Note that the actual number of units may vary as emergency cases typically cost less to complete and a larger number of emergency cases is likely to increase the total number of units assisted.

Amount and Types of Assistance:

Up to \$35,000 per eligible unit is available in the form of a 0% interest deferred payment loan for which no interest is charged and no payments need be made during the 15 year term of the agreement, as long as the owner continues to own the property and comply with the program agreement. At the end of 15 years, the loan is forgiven. Note that owners are not entitled to the maximum per-unit amount unless required by repair needs. The program will provide the following types of assistance:

Low-income owner-occupants may receive 100% of eligible project costs up to the per-unit project cap. (See low-income limits on chart below)

Moderate-income owner-occupants may receive 75% of eligible project costs up to the per-unit cap. (see moderate-income limits on chart below)

Investor-owners or over-income owner-occupants may receive 50% of eligible project costs up to the per-unit cap. (Project eligibility is based on a majority of units in the building being occupied by low-or moderate-income households)

Note: Lead abatement project costs will be provided in the form of a direct grant to income-qualifying owner-occupants.

Processing of Applications:

Bellingham and **Hopedale** have existing waiting lists. However, to inform residents who may not be aware of the Program, the towns will notify residents of the new grant funds and availability of applications. This will be done in local news media and newsletters, such as COA newsletters, the Bellingham Bulletin and on the Bellingham and Hopedale town websites. Presentations will be made at meetings of the Boards of Selectmen. New applications will be added to the Bellingham and Hopedale waiting lists and will be processed in the order they appear on the waiting lists.

As **Franklin** is new to the regional housing rehabilitation program, there is no existing waiting list. For that reason, once grant funds become available, the Program will establish an initial application period and schedule a lottery to establish the order of the initial waiting list for Franklin residents. Prior to this, outreach efforts will be made via various media. This outreach will include:

- Advertising through local news media, the COA newsletter, and Town website;
- Direct mailing to owners of 1- to 7-unit residential properties within the Franklin Center Target Area;
- Letters to all property owners who responded to the interest survey distributed prior to the grant application and who expressed interest in participating in the program;
- Information presented at Town Council meeting(s); and

- Two public information sessions (one daytime and one evening) at which interested property owners and community members can obtain applications, learn about the program, and ask questions.

A deadline will be established by which applications must be received to be included in the lottery. Applications received prior to the lottery deadline will be provided with a lottery number and included in the lottery drawing. On the date of the lottery, which will be advertised and held in a public and accessible location, the lottery numbers of applications received by the deadline will be drawn and placed on the waiting list in the order drawn. This will establish the initial Franklin waiting list. Applications received after the lottery deadline will be added to the bottom of the waiting list in the order they are received. Applications will be processed in the order they appear on the waiting list.

Emergency Status Cases: A property owner may request emergency status at the time of initial application or whenever the emergency condition becomes apparent. When a property owner reports an emergency, the program will schedule an inspection by the Housing Rehabilitation Specialist to determine whether the condition reported qualifies as an emergency under program guidelines. If an emergency repair need is verified, the application will be processed out of order **only to address the emergency repair needs**. Once the emergency condition has been resolved, the application will be returned to the waiting list and any other repairs will be addressed when it comes up in order from the waiting list.

When an application is opened, either in normal order or as an emergency, the property owner will be asked to provide documentation (property ownership, income documentation, etc.) so that the Program can establish eligibility.

Once an applicant is determined eligible, work specifications will be prepared for the project based upon a property inspection and consultation with the property owner. Once work specifications are approved by the property owner, an invitation to bid will be sent to all contractors registered with the program. A bid showing will be held at the property. Contractors must be present to bid. Bids will be opened on the scheduled bid deadline date and the project will be awarded to the lowest qualified bidder. The property owner has the option to select a bidder other than the low bid but will be responsible for paying the difference between the cost of the low bid and that of the selected contractor. Contracts will then be signed and work must generally begin within 30 days and be completed within 60 days of contract signing. Typically, the entire process – from when an application is activated to project closeout – takes 4-5 months.

ACTIVITY #2: BELLINGHAM-HOPEDALE-FRANKLIN SUPPLEMENTAL FUEL ASSISTANCE PROGRAM (BHFSFAP)

This a new program for all three towns that will assist low- and moderate-income homeowners and renters to pay for winter fuel costs. This program will augment benefits of those who are qualified under the Federal LIHEAP Fuel Assistance Program once they have exhausted their benefits under that program and will provide some assistance to residents whose incomes are above those for the LIHEAP program but are within the higher CDBG program income limits. (See moderate income limits on chart below).

LIHEAP-eligible households will qualify by submitting a copy of their LIHEAP eligibility letter. Residents who are not LIHEAP eligible will be income qualified under CDBG income eligibility procedures.

The Bellingham Community Development Office will administer the BHFSFAP and will coordinate closely with Self Help, Inc., and Southern Middlesex Opportunity Council, the Community Action Agencies who administer the LIHEAP program in Bellingham, Hopedale and Franklin as well as through the Councils on Aging in the three towns. Applications will be made available at the three municipal office buildings, senior centers and on the Towns’ websites.

Franklin Income Eligibility Limits (for both grant activities)

Income Category	Household Size (# of persons residing in each unit)							
	1	2	3	4	5	6	7	8
Low	\$34,500	\$39,400	\$44,350	\$49,250	\$53,200	\$57,150	\$61,100	\$65,050
Moderate	\$48,800	\$55,800	\$62,750	\$69,700	\$75,300	\$80,900	\$86,450	\$92,050

Effective 3/6/2015 – Adjusted Annually

BELLINGHAM-HOPEDALE-FRANKLIN HOUSING REHABILITATION PROGRAM SUMMARY

The Towns of Bellingham, Hopedale and Franklin have received a grant from the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD). Grant funds will provide assistance to eligible residential property owners primarily in the South Bellingham, North Hopedale and Franklin Center Community Development Target Areas to make needed repairs and accessibility improvements.

The Bellingham Community Development Office is responsible for administering the Bellingham-Hopedale-Franklin Housing Rehabilitation Program (BHFHRP). The Program will provide financial and technical assistance to improve an estimated 26 housing units, primarily within the target areas. The Program's purpose is to correct code violations and substandard living conditions, including the abatement of the health hazards of lead paint and asbestos.

Who is Eligible?

One to seven-unit owner-occupied and investor-owned residential properties located within the target areas are eligible for the program. A majority of residential units in a property must be occupied by income-eligible households. Up to 20% of grant funds may be used on a town-wide basis (outside of the designated target areas) to make emergency repairs (such as failed heating or septic systems, badly leaking roofs, or needed accessibility modifications).

How to Apply:

1. Property owners submit a BHFHRP application to the Bellingham Community Development Office, Old Town Hall, 2 Mechanic Street, Bellingham, MA 02019. Bellingham and Hopedale have existing waiting lists and new applicants will be added to those lists. Franklin is joining this program for the first time, so a lottery will be conducted from applications received by a specific deadline (to be set once the grant contracts are signed and preliminary advertising for the program conducted, but expected to be in October of 2015). The lottery will determine the order in which Franklin applications will be added to the program waiting list. Franklin applications received after the lottery deadline will be placed at the bottom of the waiting list in the order in which they are received.
2. Once an application reaches the top of the waiting list, or an inspection reveals emergency conditions, the applicant will be asked to submit income and ownership documentation for verification.

Upon Verification of Eligibility:

1. Upon qualification (income and ownership documentation determine applicant qualification status) BHFHRP staff will determine the type of assistance for which the applicant is qualified. Types of assistance offered to applicants are as follows:
 - Low-income owner-occupants (incomes at or below 50% of area median*) of qualified properties will be eligible to receive a deferred payment loan (DPL) to cover 100% of rehabilitation costs up to the per unit cap of \$35,000.
 - Moderate-income (incomes between 51%-80% of the area median*) owner-occupants of qualified properties will be eligible to receive a DPL to cover 75% of rehabilitation costs up to the per-unit cap.
 - Investor-owners and over-income owner-occupants of qualified properties (with at least 51% of units occupied by low- or moderate-income households*) will be eligible to receive a DPL to cover 50% of rehabilitation costs.

*See Income Eligibility Tables on next page..

Procedure for Completing Project Rehabilitation:

1. Letter is sent to the property owner informing them of their eligibility for participation in the program.
2. Once the owner countersigns the eligibility letter, the Housing Rehabilitation Specialist will inspect the property with the property owner in order to determine the necessary repairs.
 - Code violations, emergency situations, and structural issues must be dealt with first.
 - Due to federal and state regulations, certain lead paint hazard reduction work may be required.
3. Work Specifications prepared by the Housing Rehab Specialist are reviewed with and approved by the property owner. The project is then put out to bid by the BHFHRP to pre-qualified contractors.
4. Registered contractors tour the property, review work specifications and submit bids. The lowest responsible bidder is awarded the contract (an owner may select an alternate bidder by paying the difference in cost between the lowest bid and that of the chosen contractor).
5. If the project cost is greater than \$35,000 per unit both a local and a state (Department of Housing and Community Development) waiver is required. In addition, if the property is older than 50 years, historic approval of the proposed work is required.
6. Upon acceptance of the bid, the owner, contractor, and the Town sign project contract documents, including an Assistance Agreement between the owner and the Town, Lien document (to be recorded at the Registry of Deeds), and Construction Contract between the Owner and Contractor. Owners of rental units will also sign a 15-year rental agreement. Investor owners must also sign a 15-year Affordable Housing Restriction, which will also be recorded at the Registry of Deeds.
7. Some residents may be temporarily relocated while contractors conduct hazardous work (lead paint or asbestos abatement).
8. The Housing Rehabilitation Specialist will regularly inspect progress of the project throughout construction.
9. Both the Rehabilitation Specialist and the property owner will sign off on the completed project confirming satisfaction with work done by the contractors on the project.
10. Property owners of multi-family homes are subject to periodic rent monitoring.

Income Eligibility Limits – Bellingham and Franklin (Norfolk County)

Income Category	# of Persons in Household							
	1	2	3	4	5	6	7	8
Low	\$34,500	\$39,400	\$44,350	\$49,250	\$53,200	\$57,150	\$61,100	\$65,050
Moderate	\$48,800	\$55,800	\$62,750	\$69,700	\$75,300	\$80,900	\$86,450	\$92,050

Income Eligibility Limits – Hopedale (Worcester County)

Income Category	# of Persons in Household							
	1	2	3	4	5	6	7	8
Low	\$35,500	\$40,550	\$45,600	\$50,650	\$54,750	\$58,800	\$62,850	\$66,900
Moderate	\$46,100	\$52,650	\$59,250	\$65,800	\$71,100	\$76,350	\$81,600	\$86,900

(Income limits effective as of March 6, 2015; these are modified periodically)

LEGISLATION

FOR

ACTION



TOWN OF FRANKLIN

RESOLUTION 15-48

**AUTHORIZATION TO SEEK VOTER APPROVAL TO NOT IMPOSE
EXCISE TAX WHICH G.L. CHAPTER 59, SECTION 8A ESTABLISHES
ON PERSONS ENGAGED PRINCIPALLY IN AGRICULTURE WHO OWN
FARM MACHINERY AND EQUIPMENT OR FARM ANIMALS**

WHEREAS, G.L. Chapter 59, Section 8A imposes an excise tax on persons engaged principally in agriculture who own farm machinery and equipment or farm animals, but the section also provides that the “local appropriating authority” may seek voter approval to not impose the tax, and

WHEREAS, the Franklin Town Council is the “local appropriating authority” for the Town of Franklin, and

WHEREAS, the tax revenue which Section 8A would provide to Town is minimal in light of the limited number of taxpayers to whom it applies, and the loss of revenue is offset by Town’s interest in encouraging local agricultural operations,

NOW, THEREFORE, the Franklin Town Council hereby votes to seek voter approval at the next regular town election to be held on Tuesday, November 3, 2015 not to impose the excise tax established by G.L. Chapter 59, Section 8A by instructing the Town Clerk to include on the ballot for said election the following question: Do you approve of not imposing the excise tax established by G.L. Chapter 59, Section 8A on any person engaged principally in agriculture who owns farm machinery and equipment or farm animals?

This Resolution shall become effective according to the rules and regulations of the Town of Franklin Home Rule Charter.

DATED: August _____, 2015

VOTED:
UNANIMOUS _____

A True Record Attest:

YES _____ NO _____

ABSTAIN _____

**Deborah L. Pellegrini
Town Clerk**

ABSENT _____

**Judith Pond Pfeffer, Clerk
Franklin Town Council**



Town of Franklin

Board of Assessors

355 East Central Street
Franklin, MA 02038-1352
(508) 520-4920
FAX (508) 520-4923
Web: www.franklin.ma.us

MEMO

To: Jeff Nutting, Town Administrator

Cc: Mark Cerel, Town Attorney



From: Board of Assessors

Subject: Legislative action to opt out of levying Farm Excise Tax (Chapter 59, Section 8A)

Because information on Farm Animals and certain Farm Equipment & Machinery has not been gathered in Franklin for over 25 years for the purpose of imposing Farm Excise, it was believed until recently that the Town of Franklin had at that time under the provisions of the last paragraph of Chapter 59, Section 8A opted to not continue to impose Farm Excise Tax here in Franklin. However, a review of the Town Code Massachusetts General Law provisions does not indicate the voters have taken such action here.

Since there is an opt out provision in MGL, this hasn't been in practice for over 25 years, and any such farm animals, machinery or equipment would be taxed at only \$5.00 per \$1,000 of assessed value per MGL, the Board of Assessors recommends by a two-thirds vote of the Town Council that the voters approve "to not impose the excise established by this section (Chapter 59, Section 8A; copy attached).

Please advise us when a Resolution on this matter can be taken up by the Town Council. If approved to be placed on the Fall ballot and the voters approve Franklin opting out, then the Assessors will not have to collect and value farm animals. Otherwise, we will have to determine additional operating costs to what we believe to be a very low potential revenue yield. Thank you.

Board of Assessors

June 30, 2015



Ch. 59, § 8A. Excise tax on farm machinery and equipment and farm animals; abatement; collection; voter approval to not impose excise

Any person, not including a corporation, engaged principally in agriculture, who owns farm machinery and equipment, other than motor vehicles and trailers which are exempt under clause Thirty-fifth of section five, or mules, horses, neat cattle, swine, sheep, goats, domestic fowl or mink, which are not exempt under clause Twenty-first of section five, and any individual under eighteen years of age who owns and raises any such animals or fowl in connection with an agricultural youth program, including but not limited to the 4H Clubs and Future Farmers of America, which are not exempt under said clause Twenty-first of section five, shall annually, on or before March first, make a return on oath to the assessors of the town where such machinery and equipment or such animals and fowl are located, setting forth the make, age, model, if any, and purchase price of such machinery and equipment and the number and kind of each class of such animals and fowl owned by him on the next preceding January first. For the purposes of this section the term "equipment" shall include plastic covered greenhouses used for agricultural, horticultural or floricultural purposes, which are not constructed upon a concrete foundation. If the assessors are satisfied of the truth of the return they shall assess such machinery and equipment and such animals and fowl at the rate of five dollars per one thousand dollars of valuation, as determined by the commissioner of revenue, of

such machinery and equipment and of each class and kind of such animals and fowl, and such persons shall be otherwise exempt from taxation on these classes of property under this chapter.

If an owner, as described in the first paragraph, fails to make a return within the time provided therein, the assessors may abate a tax otherwise imposed by this chapter if he provides the assessors with a reasonable excuse for failure to file such return as aforesaid, and if a return is filed on or before October thirty-first of the year to which the tax relates; but no abatement hereunder shall reduce the tax otherwise imposed to an amount less than the sum of the excise imposed by this chapter plus fifty per cent thereof. No tax shall be due if the actual tax due is less than ten dollars.

The excise imposed hereunder shall be committed by the board of assessors to the collector of taxes together with their warrant for the collection thereof in the same manner as real and personal property taxes assessed under this chapter. The collector shall notify the person assessed of the amount of the excise in the manner provided in section three of chapter sixty. For the collection of the excise assessed under this section the collector shall have all the remedies provided by chapter sixty. The excise assessed shall be due and payable on October first of the year assessed, and if not paid on or before November first of the year of assessment, or within thirty days after notification of said excise if said notice is given after October first, shall bear interest as provided in section fifty-seven of chapter fifty-nine.

The local appropriating authority, as defined in section 21C, may, by a two-thirds vote, seek voter approval to not impose the excise established by this section.

Added by St.1956, c. 400, § 2. Amended by St.1960, c. 130; St.1964, c. 285, § 2; St.1969, c. 310; St.1973, c. 925, § 7; St.1978, c. 359, § 1; St.1978, c. 514, § 77; St.1988, c. 43, § 1; St.1989, c. 444; St.2008, c. 310, § 2, eff. Aug. 14, 2008.



Sponsor: Administration

**TOWN OF FRANKLIN
RESOLUTION 15-49
CONFIRMATORY ORDER OF TAKING –
LAND AT 275 BEAVER STREET**

WHEREAS, by virtue of Massachusetts General Laws Chapter 40, Section 14, the Town of Franklin, acting by and through its Town Council, is authorized to take by eminent domain under Massachusetts General Laws Chapter 79, lands, easements and other interests in land for municipal purposes; and

WHEREAS, the acquisition of an improved parcel of land at 275 Beaver Street, Franklin, Massachusetts containing approximately 44,914 square feet, described more fully below, is recommended by the Town Administrator; and

WHEREAS, the owners of said parcel of land, John C. Colella, Sr. and John C. Colella, Jr. conveyed said parcel of land to the Town of Franklin by Deed dated July 29, 2015 and recorded on said date at Norfolk Registry of Deeds in Book 33351, Pg. 431, and

WHEREAS, the taking by eminent domain of said parcel of land at 275 Beaver Street, Franklin, Massachusetts, described below, will vest in the Town of Franklin clear title to said land; and

WHEREAS, no land damages are anticipated; and

WHEREAS, the taking by eminent domain of said parcel at 275 Beaver Street, Franklin, Massachusetts, described below, for municipal purposes is in the best interests of the Town of Franklin.

NOW, THEREFORE, BE IT ORDERED THAT:

1. The Town Council of the Town of Franklin, by virtue of and in exercise of and in part the execution of the power and authority conferred by said statutes, hereby adjudges that public necessity and convenience require the taking by eminent domain of the parcel of land at 275 Beaver Street, Franklin, Massachusetts, described below, for municipal purposes, including but not limited to use by Franklin Recreation Department, both to house its administrative offices and to provide space for its programs and activities.
2. The Town of Franklin, acting by and through the Town Council, by virtue of and in the exercise of the power and authority conferred by said statutes and in accordance with the provisions of Massachusetts General Laws Chapter 79, and all and every other power and authority it does possess, DOES HEREBY TAKE BY EMINENT DOMAIN the fee in the following described parcel of land for municipal

purposes, including but not limited to use by Franklin Recreation Department both to house its administrative offices and to provide space for its programs and activities:

Description of Property

A certain parcel of improved land situated at 275 Beaver Street described in a deed of John C. Colella, Sr. and John C. Colella, Jr. dated July 29, 2015 and recorded on said date at Norfolk Registry of Deeds in Book 33351, Pg. 431, containing 44,914 square feet, according to said deed.

3. The Town Treasurer and Town Comptroller are directed and the Town Administrator is directed and authorized to do all things and to execute all documents necessary for the prompt payment of the amount of damages awarded in this Order of Taking so that the same shall be payable within sixty (60) days after the right to damages becomes vested in the persons from whom the above described land was taken. The Town Administrator is further directed to direct the Town Attorney for and on behalf of the Town Council to give notice of this taking and pertinent information to every person entitled thereto in accordance with the provisions of Massachusetts General Laws Chapter 79, Sections 7B, 7C, 7F, 7G, 8A and 8B.
4. This Order of Taking confirms and makes clear the Town of Franklin's title to the above-described parcel of land which was conveyed to the Town of Franklin by Deed of John C. Colella, Sr. and John C. Colella, Jr. dated July 29, 2015 and recorded on said date at Norfolk Registry of Deeds in Book 33351, Pg. 431.

This Resolution shall become effective according to the rules and regulations of the Town of Franklin Home Rule Charter.

DATED: August _____, 2015

VOTED:
UNANIMOUS _____

A True Record Attest:

YES _____ NO _____

ABSTAIN _____

**Deborah L. Pellegrini
Town Clerk**

ABSENT _____

**Judith Pond Pfeffer, Clerk
Franklin Town Council**

Memo

To: Town Council
From: Jeffrey D. Nutting, Town Administrator

Date: July 31, 2015
Re: Bylaw Amendment 15-751

The proposed change simply reduces unnecessary paperwork when someone applies to the Conservation Commission.



TOWN OF FRANKLIN

BYLAW AMENDMENT 15-751

CHAPTER 181, WETLANDS PROTECTION

A BYLAW TO AMEND THE CODE OF THE TOWN OF FRANKLIN AT CHAPTER 181.

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL that Chapter 181 of the Code of the Town of Franklin is amended by revising the language of Section 181-7A as follows:

§181-7 Coordination with other boards.

- A. Any person filing a permit application ~~or RFD~~ with the Commission shall provide a copy thereof at the same time ~~to the DPW Director, by certified mail (return receipt requested) or hand delivery, to the Town Council, the Town Planner, the Board of Health Agent, the DPW Director and the Building Commissioner.~~ A copy shall be provided in the same manner to the Conservation Commission of the adjoining municipality if the application ~~or RFD~~ pertains to property within 300 feet of that municipality. An affidavit of the person providing notice, with a copy of the notice mailed or delivered, shall be filed with the Franklin Conservation Commission.
- B. The Commission shall not take final action until the boards and officials have had 14 days from receipt of notice to file written comments and recommendations with the Commission, which the Commission shall take into account but which shall not be binding on the Commission. The applicant shall have the right to receive any comments and recommendations and to respond to them at a hearing of the Commission, prior to final action.

This bylaw amendment shall become effective in accordance with the provisions of the Franklin Home Rule Charter.

DATED: August _____, 2015

VOTED:
UNANIMOUS _____

A True Record Attest:

YES _____ NO _____

ABSTAIN _____

**Deborah L. Pellegrini
Town Clerk**

ABSENT _____

**Judith Pond Pfeffer, Clerk
Franklin Town Council**

FRANKLIN PLANNING & COMMUNITY DEVELOPMENT

355 EAST CENTRAL STREET, ROOM 120
FRANKLIN, MA 02038-1352
TELEPHONE: 508-520-4907
FAX: 508-520-4906

MEMORANDUM

TO: JEFFREY D. NUTTING, TOWN ADMINISTRATOR
FROM: BRYAN W. TABERNER, AICP, DIRECTOR
RE: PROPOSED ZONING MAP CHANGES - ZONING BYLAW AMENDMENT 15-750
CC: BETH WIERLING, TOWN PLANNER
DATE: JUNE 24, 2015

At a Zoning Workshop on March 25, 2015 Franklin Town Council requested Town staff prepare a zoning bylaw amendment that would allow multifamily housing in an area on or near Dean Avenue currently zoned for industrial uses. This industrially zoned area includes six parcels totaling 26.122+/- acres.

The Department of Planning and Community Development (DPCD) developed Zoning Bylaw Amendment 15-750, which if approved by Town Council would change the 6 parcels from the Industrial Zoning District to the General Residential V Zoning District. Multifamily housing may be allowed in the General Residential V Zoning District if the property owner/developer is awarded a use Special Permit by the Planning Board.

Attached for Town Council review and consideration is the draft zoning bylaw amendment and diagrams showing the current and proposed zoning districts. DPCD requests Town Council refer Zoning Bylaw Amendment 15-750 to Franklin Planning Board for a public hearing.

SPONSOR: *Town Administration*

**TOWN OF FRANKLIN
ZONING BY-LAW AMENDMENT 15-750**

**ZONING MAP CHANGES FROM INDUSTRIAL TO GENERAL RESIDENTIAL V
DISTRICT IN AN AREA ON OR NEAR DEAN AVE.**

Changes to § 185-5 Zoning Map

**A ZONING BY-LAW AMENDMENT TO THE CODE OF THE
TOWN OF FRANKLIN AT CHAPTER 185 SECTION 5, ZONING MAP**

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT:

The Code of the Town of Franklin is hereby amended by making the following amendments to §185-5, Zoning Map:

The Zoning Map of the Town of Franklin be amended by changing from Industrial to General Residential V an area containing 26.122 ± acres, comprising the following parcels of land as shown on the Town of Franklin's Assessor's Maps:

<u>Parcel Number</u>	
268-145-000	279-151-000
268-146-000	279-152-000
279-150-000	279-174-000

The area to be rezoned is shown on the attached zoning map (“Zoning Map – Dean Ave. Area”).

The foregoing Zoning By-law amendment shall take effect in accordance with the Franklin Home Rule Charter and Massachusetts General Law Chapter 40A, Section 5.

DATED: _____, 2015

VOTED:
UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

ABSTAIN _____

Deborah L. Pellegrini
Town Clerk

ABSENT _____

Judith Pond Pfeffer, Clerk
Franklin Town Council

INDUSTRIAL to GENERAL RESIDENTIAL V ZONING MAP – DEAN AVE. AREA

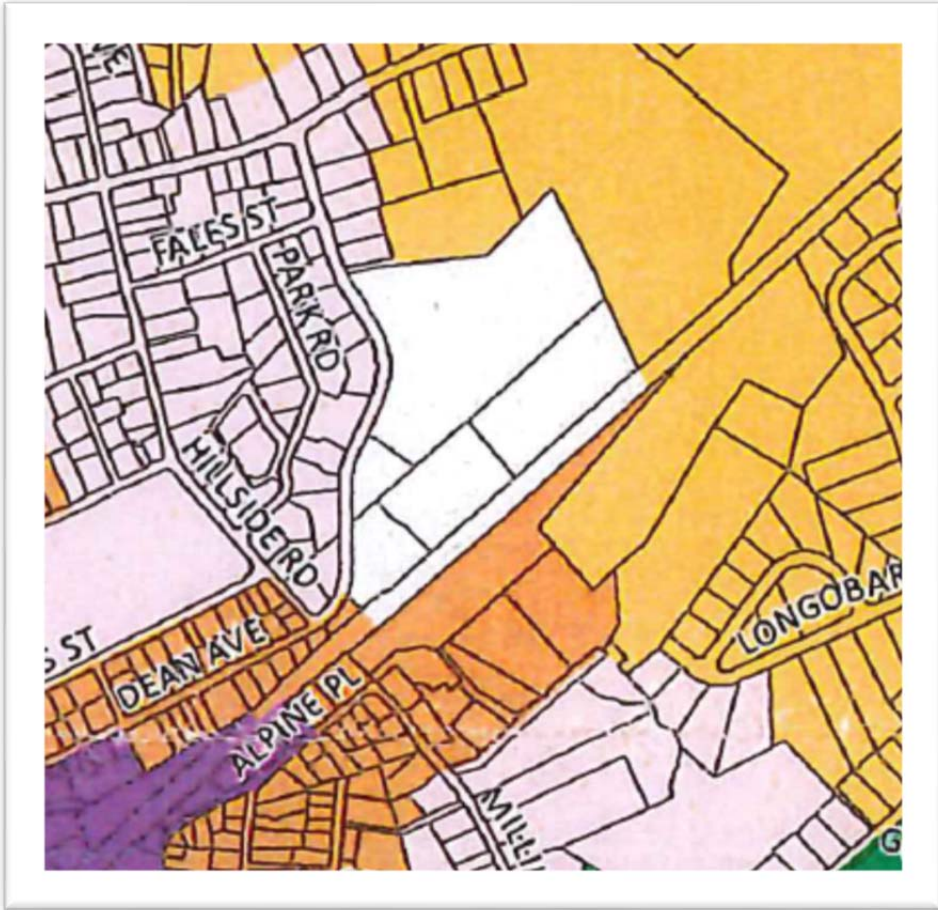




Diagram A



Diagram B

-  = Industrial (Current)
-  = General Residential V (Proposed)

Town of Franklin

Tel: (508) 520-4907

Fax: (508) 520-4906



Planning Board

355 East Central Street
Franklin, Massachusetts 02038-1352

RECEIVED
2015 JUL 29 AM 8:38
TOWN OF FRANKLIN
TOWN CLERK

July 28, 2015

Deborah L. Pellegrini, Town Clerk
Town of Franklin
355 East Central Street
Franklin, MA 02038

CERTIFICATE OF VOTE

Zoning By-law Amendment #15-750

Changes to Chapter 185-5 Zoning Map, Industrial to General Residential V in an area on or near Dean Ave.

Petitioner: Town Administration

Dear Mrs. Pellegrini:

Please be advised that at its meeting on Monday, July 27, 2015 the Planning Board, upon motion duly made and seconded, voted (3-0-0) to **RECOMMEND**, as presented, to the Town Council the adoption of Zoning By-law Amendment #15-750, Changes to Chapter 185-5 Zoning Map, Industrial to General Residential V in an area on or near Dean Ave consisting of 26.122 ± acres.

If you have any questions concerning this decision, please contact the planning staff or me.

Sincerely,

Anthony Paduka
Chairman

cc: Town Council
Town Administrator

Attachment



TOWN OF FRANKLIN

RESOLUTION 15-50

Ratification of Franklin Police Association Contract

BE IT RESOLVED THAT THE TOWN OF FRANKLIN acting by and through the Town Council:

Hereby ratifies the provisions of the attached Franklin Police Association Collective Bargaining Agreement which have been ratified by the Franklin Police Association Employees. The provisions of the Agreements shall be in effect from July 1, 2015 to June 30, 2018.

This Resolution shall become effective according to the rules and regulations of the Town of Franklin Home Rule Charter.

DATED: _____, 2015

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

ABSTAIN _____

ABSENT _____

A True Record Attest:

Deborah L. Pellegri
Town Clerk

Judith Pond Pfeffer, Clerk
Franklin Town Council

AGREEMENT

BETWEEN

TOWN OF FRANKLIN

AND

FRANKLIN POLICE ASSOCIATION

July 1, 2015– June 30, 2018

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AGREEMENT

This Agreement is made and entered into between the Town of Franklin, Massachusetts (Herein referred to as the "Town") and the Franklin Police Association (herein referred to as the "Union").

WITNESSETH

WHEREAS, the well-being of the employees covered by this Agreement and the efficient and economic operation of the Police Department require that orderly and constructive relationships be maintained between the parties and,

WHEREAS, the participation of employees in the collective bargaining process contributes to the effective conduct of the public business and Police Administration; and

WHEREAS, the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations based on this Agreement;

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

ARTICLE 1
RECOGNITION AND UNIT DESCRIPTION

Section 1. The Town and the Police Chief recognize the Franklin Police Association as the exclusive bargaining agent for the purposes of collective bargaining relative to wages, hours and other conditions of employment for all regular police officers employed by the Police Department of and in the service of the Town. The Municipal Employer, the Chief of Police and the Union agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Union.

Section 2. The unit to which this Agreement is applicable consists of all regular patrol officers of the Town's Police Department, but excluding the Chief and by mutual Agreement, the Deputy Chief, the Lieutenants, and the Sergeants.

Section 3. The Municipal Employer, Chief of Police and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, or age.

Section 4. Union officers, not to exceed four (4) in number, shall be allowed time off for negotiations or conferences with the Town Officials and the Chief of Police, without loss of time, subject to prior approval of the Chief of Police, the Deputy Chief, the Lieutenant or the Town Administrator. This shall also apply to State Labor Board or other related bodies for business relative to this Agreement.

Section 5. The Union officers and representatives are as follows:

1. President
2. Vice president
3. Secretary
4. Treasurer
5. Day steward of Police department
6. Night steward of police department

Section 6. The Union shall keep the Employer informed of any changes in the roster of officers or representatives.

ARTICLE 2
MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed to in any way alter, modify, change or limit the authority and jurisdiction of the Town Administrator or the Chief of Police, as provided by the Massachusetts Constitution, the General Laws of Massachusetts, the Decision of the Supreme Court of Massachusetts, the laws of the United States, the By-Laws of the Town of Franklin, the Franklin Home Rule Charter, or any law or order pertinent thereto.

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of policy, the operations of the Police Department and the direction of the Police Officers are vested exclusively in the Chief of Police and the Town Administrator.

ARTICLE 3
EMPLOYEE'S RIGHTS

Section 1. The Town of Franklin agrees not to discharge or discriminate in any way against the employees covered by this Agreement or the Bargaining Committee of the Union. All discipline and discharges shall be based on just cause.

Section 2. The Town agrees not to reveal any information contained within the employee(s) file(s) to any source outside the management of the Town government except for:

- A. Matters of the public record.
- B. Records subpoenaed by a court of law.
- C. That which is consented to in writing by the employee(s).
- D. Matter pursuant to a criminal investigation by authorized personnel.

Section 3. The Town agrees that an employee(s) shall have the right upon request at reasonable times, except in case of emergency, to examine his/her personnel file and to be allowed a copy of any information contained therein.

Section 4. The Town agrees that the employee(s) shall have the right to have that portion of the personnel file removed by the use of the grievance procedure on the grounds that the information within his/her file(s) is ruled by proper procedure and authority to be improper, incorrect or irrelevant to the employment relationship.

ARTICLE 4 **UNION BUSINESS**

Section 1. Union Officers and Stewards shall be granted reasonable time off during working hours without loss of pay or benefits to investigate, process and settler complaints and grievances, provided that the Officers or Stewards shall request permission from the Chief, the Deputy Chief, or a Lieutenant.

Permission may be withheld by the Chief or Lieutenant because of operating requirements, but such permission may not be withheld for more than twenty-four (24) hours.

Section 2. Subject to prior written notice to the Chief of Police and/or the Town Administrator, a member of the Union, as may be designated by the Union, may be granted two (2) days leave to attend the annual convention of the Massachusetts Police Association as provided by the Massachusetts General Laws.

ARTICLE 5 **STABILITY OF AGREEMENT**

Section 1. No amendment, alteration, or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by said parties.

Section 2. Any portion of this Agreement found to be in conflict with any ordinance or statute now in effect or introduced at a later date, will be null

and void. However, all other portions of this Agreement will remain in effect.

Section 3. To provide a clear understanding of the contents of this Agreement, the Town agrees to provide a copy to each covered employee.

ARTICLE 6
PRIOR BENEFITS AND PRESERVATION OF RIGHTS

The Town of Franklin agrees that all rights and privileges previously enjoyed by the employees will remain in effect unless specifically abridged or modified by this Agreement.

ARTICLE 7
UNION DUES AND AGENCY FEE

The Town agrees that Union dues, determined in accordance with the Constitution of the Union, may be deducted monthly from the salary of any employee in the Bargaining Unit who signs and files with the Town a form authorizing such deductions. Such authorizations shall remain in full force and effect until the employee ceases to be employed in the Bargaining Unit, or if the employee remains in such employment, until thirty (30) days after notice in writing by the employee to the Town withdrawing such authorization. The Town shall remit the sum so deducted to the treasurer of the Union.

The parties agree that there shall be an Agency fee in accordance with M.G.L. c. 150E s. 12 and any future amendments thereto, the amount of which shall be equal to the amount required to become a member and remain a member in good standing of the exclusive Bargaining Agent.

Notwithstanding any other provision herein, an Agency fee shall not be deducted from any employees wages until the Union submits in writing to the Town a procedure by which any employee so demanding may obtain a rebate of that part of said employees service payment, if any, that represents a pro rata share of expenditures by the Union or its affiliates for:

1. Contributions to political candidates or political committees formed for a candidate or political party
2. Publicizing of an organization preference for candidate for a political office.
3. Efforts to enact, defeat, repeal or amend legislation unrelated to the wages, hours, standards of productivity and performance, and other terms and conditions of employment, and the welfare or the working environment of employees represented by the exclusive Bargaining Agent and its affiliates.
4. Contributions to charitable, religious, or ideological causes not germane to its duty as the exclusive Bargaining Agent.
5. Benefits which are not germane to the governance or duties as Bargaining Agent, of exclusive Bargaining Agent or its affiliates and available only to the members of the employee organization.

In the event that legal action is taken by any member of the Union or any third party against the Town as a result of the implantation of the provisions of this Article, the Union agrees to hold the Town harmless and indemnify the Town for all expenses, judgments or allowances incurred or entered against it as a result of such action.

ARTICLE 8 **GRIEVANCE AND ARBITRATION**

A grievance arising out of the interpretation or application of this Agreement shall be processed in the following manner:

Section 1. An employee or the Union having a grievance or complaint must take up the grievance or complaint with his immediate supervisor verbally. The supervisor shall make a serious attempt to resolve the problem satisfactory but if he is unable to resolve the problem, he shall give his answer in writing within seven (7) days, without additional cost to the Town.

Section 2. If the employee or Union is not satisfied with the decision, he may remit within seven (7) days put his grievance or complaint in writing and submit it to the Chief. The Chief will render his decision in writing within seven (7) days.

Section 3. If the employee or the Union is not satisfied with the Chief's decision, he may appeal to the Town Administrator within seven (7) days. The Town Administrator shall render his decision in writing within fourteen (14) days.

Section 4. If the decision of the Town Administrator is not acceptable to the employee or the Union, they may appeal to the American Arbitration Association within thirty (30) days for a decision. The decision of the Arbitrator shall be final and binding on both parties to this Agreement.

Section 5. If the complaint or grievance does not involve the immediate supervisor he may be passed by, with the complaint or grievance being first taken up with the Chief.

Section 6. Grievance or complaint shall be put in motion within thirty (30) days of the original cause or complaint, or shall be considered null and void.

Section 7. The employee, when discussing his grievance or complaint with management, shall be accompanied by an official of the Union at all times.

Section 8. The above times may be mutually extended as may be necessary.

Section 9. The employee and the Union Representative shall be in a pay status if on duty when processing a grievance, complaint, arbitration or acting as a witness.

Section 10. The cost of arbitration shall be borne equally by the Employer and the Union.

Section 11. In choosing an Arbitrator, the American Arbitration Association will be requested to render a list of Arbitrators and the selection of the Arbitrators shall be in conformance with the rules of the American Arbitration Association.

ARTICLE 9
HOURS OF WORK

Section 1. All uniformed patrol officers shall be scheduled for duty on four (4) days on and two (2) days off basis. Excepted from the four and two work schedule are the Court Prosecutor, Safety Officer, Radar Officer and the Detectives. They will work five (5) consecutive days on and receive two consecutive days off.

Such employees shall be entitled to and shall receive under the above-described five (5) day workweek an additional seventeen (17) days off annually. These additional days off will be taken one (1) each three weeks or its equivalent as determined by the Chief of Police.

Section 2. The Employer will post a work schedule at least three (3) months in advance. If it is necessary to change the hours of the work, the Employer will notify the Union a minimum of two (2) weeks prior to making the change except in the case of a bona fide emergency.

Section 3. Interchange or “swap” of tours of duty shall be permitted between employees of equal classification within the Department, provided that:

- a) Each shall be subject to the approval of the Chief of the Department or designated Representative.
- b) Such substitutions do not impose any additional cost to the Town.
- c) Employees seeking such “Swap” shall be required to give at least a twenty-four (24) hour notice to the Chief of the Department. In the case of emergency, the Chief of the Department may waive this notice requirement.
- d) Neither that Department nor the Town is held responsible for enforcing any agreements made between employees. Employees seeking such “swap” shall be responsible to the Town for coverage and any financial obligation arising out of the Agreement between employees.

ARTICLE 10
OVERTIME AND CALL BACK

Section 1. All overtime will be offered to regular officers first and will be offered to the Officers in the same rank first; subject, however to the following restrictions:

Section 2. One and one half (1 ½) the employee's regular hourly rate of pay will be paid for all hours worked in excess of eight (8) hours in any one day or forty (40) hours in one (1) week.

Section 3. In computing overtime, any day taken, as valid sick leave shall be accounted for as eight (8) hours worked within the week said sick day was taken.

Section 4. For the purposes of this section, the workweek shall be considered to extend from Saturday midnight until Saturday midnight.

Section 5. All callbacks will be for a minimum of four (4) hours. At the discretion of the Chief or his designated representative, officers will be required to work all four hours of their call back shift.

ARTICLE 11
SALARIES AND WAGES

1. Section 1.

A. Salaries and wages shall be paid in accordance with Schedule "P" shown as an appendix attached hereto. Wages shall be computed on a weekly basis, with the figures as appearing in Schedule "P" based upon a two forty (40) hour workweeks.

Section 2. Steps of salary schedule,

- A. Employees hired or promoted: From the first day on the job or in the grade, to July 1, if the first day falls within the period July 1 to December 31; or if the first day falls within the period of January 1 to June 30, the hiring rate is in effect until July 1 of the next calendar year.
- B. All Subsequent steps in a grade will be for a one year period (from July 1, to June 30.)
- C. All steps of salary schedule are effective on the specified date and appear in Schedule P.

Section3. Those persons assigned by the Chief of Police to work full time in the following specialty areas shall receive a stipend of Fifty (50.00) dollars per week.

- Detectives
- Court Prosecutor
- Administrative Sergeant
- Juvenile Officer
- Community Service Officer (formerly known as Safety Officer)
- K-9 Officer
- Computer Specialist
- Motorcycle Officer

The Chief of Police shall have the ability to add other specialty positions, as he/she deems necessary. These added positions would also receive the appropriate weekly stipend.

Section 4.

Those persons assigned by the Chief of Police to work part-time in the following specialty areas shall receive a stipend of twenty-five (\$25.00) dollars per week.

- Accident Reconstructionist
- Firearms Instructor
- Armorer
- Photo/Print officer
- Field Training Officers
- MDT Coordinator
- Medical Equipment Coordinator

Section 5.

Part Time Field Training Officers shall receive one (1) hour of overtime at time and a half for each shift when they serve as a FTO.

Section 6.

Those persons working in more than one full time or part time specialty shall be entitled to only one stipend (the largest of the two or more).

Section 7.

Any employee temporarily assigned to the duties and responsibilities of a higher rank for a period of one (1) day or more shall receive the pay of such higher rank until relieved of such additional responsibilities.

Section 8. Direct Deposit

All employees shall be paid by direct deposit. Funds may be sent to savings or checking account and may be split to more than one account if requested.

Section 9. Employee Self Service

Employees shall access their payroll advice information on line through employee self-service, available 24/7 and from off site as well as at work and discontinue receipt of paper payroll advice forms.

ARTICLE 12
VACATIONS

Section 1. Paid Vacations for members of the Police Department shall be as follows: (for the purpose of this article, one (1) week shall consist of five (5) working days).

<u>Length of service</u>	<u>Vacation</u>
1 to 5 years (after 12 through 60 months)	80 hours
6 to 10 years (61 through 120 months)	120 hours
11 to 20 years (121 through 240 months)	160 hours
20 or more years (after 240 months)	200 hours

Section 2. Vacations shall be granted on a seniority basis by shift, subject to the discretion of the Chief of Police.

Section 3. At the termination of employment for any reason, employees will be paid for any earned and unused vacation time due.

Section 4. Vacations shall be on a fiscal year basis.

Section 5. Vacation Exchange:

- Employees covered by this Agreement and hired prior to July 1, 2012, accumulating more than seventy (70) days of sick leave may exchange sick days for vacation days on a three (3) sick days for one (1) vacation day basis.
- No more than five (5) additional vacation days may be taken in a calendar year.
- Employees hired after June 30, 2012 shall not enjoy this benefit.
- Unused sick leave will not be compensated in any other manner except as outline in Article 18, (Special/Personal Leave), Section 3 and Article 19.

Section 6. All new employees hired after July 1, 1999 may take in advance against their first years allotment, one week (5 days vacation) after successfully completing six (6) months service.

ARTICLE 13
HOLIDAYS

Section 1. The following days shall be considered and recognized as paid holidays by the Town and the Chief of Police:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Section 2.

Employees shall be paid or take additional days off based on the following holidays, by the first (1st) payday in January.

Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving
Christmas

Employees shall be paid or take an additional day off based on the following holidays, by the first (1st) payday in June.

New Years Day
Martin Luther Kind Day
Washington's Birthday
Patriots Day
Memorial Day

No more than one holiday may be taken as an additional day off during the month of June.

Employees shall notify the Police Chief of their desire to use time, or be paid for holidays in the six-month periods, by July 31 and January 31, respectively. Holiday time shall not be carried forward to the next six-month period.

If an officer takes holiday time off, but leaves the department before earning one or more holiday(s), they will be obligated to reimburse the Town. The Town shall deduct the reimbursement from any monies due to the employee at the time of termination.

Section 3. When an employee is regularly scheduled to work a holiday, he shall be paid time and one-half (1 ½) for that day and he shall be given an additional day off with pay or shall receive straight time pay for the day in addition to his regular pay. If the employee wishes to take additional day off, he must inform the Chief of Police or his designee, in writing twenty-four (24) hours in advance. Only one employee may exercise this option and be off per shift. The Chief, at his discretion shall determine whether the employee may exercise the option; however, it may not be unreasonably withheld.

Section 4. When an employee is ordered to work on a holiday which is his scheduled day off, he shall be compensated at the rate of time and one-half (1 ½) his regular rate and shall be given an additional day off.

Section 5. For purposes of this Article, the holiday is the twenty four (24) hour period starting 12:00 a.m. of that day.

Section 6. When a holiday falls during a period of an employee's paid injured leave, he shall receive for such holiday, in addition to his regular weekly pay, an additional day's pay.

Section 7. Work schedules will not be changed to avoid paying holiday pay.

Section 8. An employee may not use a sick day on a holiday they are scheduled to work unless it is in conjunction with two additional sick days.

ARTICLE 14
COURT TIME

Any officer when not on duty who is required to appear in Court or the Registry of Motor Vehicles shall be paid time and one-half (1 ½) the Officer's regular hourly rate for a minimum of four (4) hours.

ARTICLE 15
HEALTH INSURANCE

The Town will continue to provide health and life insurance. With each annual renewal period, the parties will meet, individually and/or through the Insurance Advisory Committee, to discuss in good faith any substantive changes in the plans offered to Town employees.

If an employee, as a result of a work-related injury, is receiving both his regular weekly salary and compensation from Town-funded insurance, then said employees shall reimburse the Town for all monies received in excess of his regular weekly salary.

ARTICLE 16
FALSE ARREST INSURANCE AND INDEMNIFICATION

Section 1. The Town agrees to provide a false arrest Insurance policy covering the employees for any incurred liability as the result of their performance of their regular law enforcement duties.

Section 2. The Town further agrees to comply with Massachusetts's General Law, Chapter 258, Section 13 with respect to the indemnification of all employees for any civil or criminal actions brought against them as a result of the performance of their duties on behalf of the Town of Franklin

ARTICLE 17
BEREAVMENT LEAVE

Section 1. Employees are granted time off for the death and/or memorial services in the immediate family or household. Bereavement leave includes the day on which the death occurs and up to three work days which follow.

“Immediate family” includes parent, parent-in-law, sibling, spouse, grandparent, a grandchild, son or daughter of employees. A “member of the household” includes anyone who resides with the same family unit as the employee and who is regarded, generally speaking as a member of the family.

Cases involving travel, funerals at later dates or other special circumstances should be referred through the Police Chief to the Town Administrator. Permission shall not be unreasonably withheld.

Section 2. Each Officer will also be granted one (1) day without loss of pay to attend funeral services for other members of his family, subject to the approval of the Chief of Police, which approval will not be unreasonably withheld.

ARTICLE 18
SPECIAL LEAVE/PERSONAL DAYS

Section 1. Each employee may be granted special leave with pay for a day in which he is able to secure another regular employee to work in his place, said special leave to be for an unusual occurrence or for some purpose not in the normal course of events. This leave may be allowed, provided:

- a) Such substitution does not impose any additional cost to the Town with regard to salaries or payments of wages.
- b) The Chief of Police shall approve all such substitutions in advance of becoming effective.
- c) Neither the department nor the Town is to be held responsible for enforcing any agreements of this Article between employees.

Section 2. Each employee will be granted two (2) Personal Days per year to be arranged with the Chief of Police or Designee, which approval will not be unreasonably withheld.

Section 3. Sick Leave – Personal Day Exchange:

Employees hired prior to July 1, 2012 covered by this Agreement may exchange one sick day for one personal day. No more than one additional personal days may be taken in any calendar year.

Employees hired after June 30, 2012 shall not enjoy this benefit.

Unused sick leave will not be compensated in any other manner except as outlined in Article 19 and Article 12, Section 5.

ARTICLE 19 **SICK LEAVE**

Section 1. Each member of the Police Department hired prior to July 1, 2012 shall earn paid sick leave at the rate of one and one-quarter (1-1/4) days for each month worked (fifteen (15) days per year). Said sick leave shall be cumulative from year to year, up to a maximum of one hundred and fifty (150) days.

Each member of the Police Department hired after to June 30, 2012 shall earn paid sick leave at the rate of one (1) day for each month worked (twelve (12) days per year). Said sick leave shall be cumulative from year to year, up to a maximum of ninety (90) days.

A doctor's certificate may be required for absence of three (3) days or longer, or may be required at any time at the discretions of the Department Head.

An employee who is under a doctor's certificate requirement shall have the following obligations:

1. When calling in sick, the report must be made to the Sergeant-In-Charge of the shift;
2. During the duty hours for which the officer is receiving sick pay, he/she shall be obligated to respond on a non-cell phone to phone calls to his/her home to verify such illness. However, no such calls shall be made between the hours of 12:00 a.m. and 7:00 a.m.

Section 2. The Town Comptroller's Office shall maintain a record of all sick leave used and accumulated. A summary of such record shall be made available to the Union on an annual basis.

Section 3. Upon death or retirement, each member of the Unit hired prior to July 1, 2012, or his estate, shall be entitled to buy back the number of sick days accumulated who has accumulated at least one hundred (100) sick days shall be entitled to buy back the number of sick days accumulated at the rate of forty-five dollars (45.00) per day. Such amount not to exceed four thousand five hundred dollars (\$ \$4,500). Employees hired after June 30, 2012 shall not enjoy this benefit.

Section 4. Falsifying sickness shall constitute grounds for a Disciplinary Action. An Employee's submitting a claim for sick leave based on a false statement or covering a period during which the employee was not actually sick or injured will be considered as having abused the Sick Leave Article.

Section 5. Sick Leave Bank: There shall be established a sick leave bank to be funded by the automatic donation of sick days from each and every unit member's sick leave account. The purpose of the bank shall be to provide continuing sick leave benefits to officers who have suffered a serious long-term illness and who have first exhausted their own accumulated sick leave, vacation leave and personal leave.

The bank shall be funded by the donation of two (2) sick days per employee in July 1998, and one (1) sick day per employee in each succeeding July, but not to exceed a total of two hundred (200) days. When the bank dips below fifty (50) days, additional donations shall be made by Agreement of the parties.

The bank shall be administered by a joint committee of two members designated by the Union, and the Town Administrator and his/her designee.

The joint committee may grant sick leaves in blocks of time on a continuing basis. The joint committee shall consider the employee's prior utilization of short-term sick leave. All decisions of the joint committee shall be final and binding, and not subject to the grievance-arbitration provisions of this Agreement.

Section 6. The Town requires that any employee requesting leave under the terms of the Family and Medical Leave Act of 1993 utilize accrued paid time off (vacation, personal or compensatory time off, and sick leave if a sickness is involved) before any non-paid time off is utilized. This does not include FMLA requests pertaining to maternity/paternity leave. Such leave will be pursuant to the Maternity/Paternity leave policy, Article 29.

Any employee requesting leave under the terms of the Family and Medical Leave Act of 1993 for conditions regarding family members (excluding birth or adoption of a child) may use utilize ten (10) accrued sick days prior to the use of his/her accrued holiday and personal time followed by any vacation time before any non-paid time off is utilized.

Section 7. Effective May 1998, as an incentive to reduce sick leave use, an officer hired prior to July 1, 2012 who uses zero sick days in a four month period (January-April, May-August, September-December) shall be entitled to a "sick leave incentive day", to be taken at a time approved in advance by the chief or his designee, which approval will not be unreasonably withheld.

Section 8. Family Medical Leave,

The Town will continue the employee's health benefits coverage during an approved FMLA period. The employee will continue to accrue holiday, vacation and sick leave credits during the FMLA leave. After the exhaustion of all accrued leave or the expiration of FMLA leave, whichever is later, there will be no further accrual of sick or vacation, or payment for holidays. Seniority, however will accrue during the term of the leave. An employee taking such leave is entitled to be restored to the position held by the employee when the leave commenced, and will be entitled to any other benefits the employee would have accrued had he/she not taken family leave. The Town may designate extended leave as Family Medical Leave, when appropriate.

ARTICLE 20
SENIORITY

Section 1. Seniority within the Police Department shall commence from the date of appointment as a regular full-time member thereof.

Section 2. Seniority shall not be broken by vacation time, sick time, injury time, leave of absence of less than 120 calendar days, or any call to the military service.

Section 3. An employee who resigns voluntarily or is discharged for just cause shall lose seniority.

Section 4. In the event of the reduction in force, lay-offs shall be by inverse order of seniority.

Section 5. It is agreed that when the Chief of Police transfers an officer within rank from one (1) shift to another for a period in excess of thirty-one (31) days, it shall be based on seniority as described in the section 1.

ARTICLE 21
UNIFORMS AND EQUIPMENT

Section 1. It is agreed that Officers who are appointed regular Police Officers and come on the Police Department full-time will be provided whatever necessary to bring them up to the following minimum issue of clothing:

- Winter Shirts, (patch & Flag) (3)
- Summer Shirts, (patch & Flag) (3)
- Winter Pants, ½" black piping (2)
- Summer Pants ½" black piping (2)
- Gortex Jacket, Cruiser (1)
- Lt. Weight Jacket (1)
- Hat with silver band, Standard Air Force (1)

Fur Hat (1)
Proper international B.D.U Shirt (1)
Proper International B.D.U. Pants (1)
Proper International B.D.U. Hat (1)
Jump Boots, no zipper Bates #14 (1)
Tie, Black (1)
Tie clip, with Mass seal (1)
Set, Collar Buttons, w/Mass Seal (1)
Nametags (3)
Raincoat, Long reversible (1)
Rain hat, Reversible (1)
Handcuffs case, basket (1)
Holster, triple security, basket (1)
Gun Belt, basket (1)
Magazine holder, 2 pouch, basket (1)

Regular belt, basket (1)
Belt keepers, basket (4)
MAG light, rechargeable (1)
Traffic vest, orange (1)

Bulletproof Vest (1)
Riot Helmet, with face shield, Premier (1)
Gas Mask, with case (1)
Riot stick, 3', Monadnock (1)

Also the appropriate weather gear and equipment shall be stored in suitable lockers and available for members of the department.

Section 2. Members recognize that uniforms must be neat, clean, and in good repair. An employee reporting to work in a uniform that does not meet an appropriate standard will be required to change into an acceptable uniform before they may begin their tour.

Section 3. All employees' clothing, damaged in the line of duty, shall be replaced by the Town, without reflecting on clothing allowance, subject to the approval of the Chief and/or the Town Administrator.

Section 4. It is agreed that these equipment items will be replaced as a result of normal wear and tear or as a result of being destroyed or damaged in the

line of duty. Members of the department who are issued same will sign for them and by signing, accept responsibility for them.

Section 5. It is agreed that the Town will continue to purchase riot equipment sufficient so that each member of the department will eventually have

- one riot helmet,
- one (1) riot stick and one
- (1) gas mask.
- Club, ASP & Holder, 26" (1)
- Handcuffs, S&W non-hinged (1)
- Magazines, .40 caliber (3)
- Set of Badges, Breast (1)
- Set of Badges, Hat (1)
- Service weapon
- Pepper Mace & Holder (1)
- Portable radio, HT1000 With /16 ch. UHF w/ID Motorola (1)
- CPR, Face Mask (1)

Section 6. Rational Replacement Policy for Soft Body armor (Bullet proof Vests).

- A. There will be an annual departmental inspection of all employees' vests, to be conducted during the mandatory fall firearms qualification by the departments, Certified Firearms Instructors. The inspection will be conducted to spot obvious signs of poor fit or unusual wear and or abuse. Any vest that no longer fits or is obviously in poor condition will be replaced.
- B. There will be a maximum five (5) year replacement cycle for all issued soft body armor vests Every officer before entering the Massachusetts Criminal Justice Training Council's approved police academy will receive a new (unused) soft body armor vest that meets or exceeds the currently issued Second Chance, Inc. vest (initial issue).
- C. The date of the initial issue will become the Officer's anniversary date and soft body armor vests will be replaced every five (5) years from the

initial date of issue until the employee is no longer employed by the Franklin Police Department.

- D. Whenever an officer is issued a new vest it must meet or exceed the previous vest in quality, technology and design. The Town agrees to purchase the most technologically advanced and superior soft body armor vests on the market, at the time of purchase.

ARTICLE 22
NIGHT SHIFT DIFFERENTIAL

All members of the Unit who work the night shift shall receive as a night shift differential an additional stipend for each week.

Effective July 1, 2015	\$66.00/week
Effective July 1, 2016	\$69.000/week
Effective July 1, 2017	\$72.00/week

For the purpose of this agreement, a night shift shall be defined as any shift starting a time of 3:00 p.m. through 3:00 a.m.

ARTICLE 23
PAID DETAILS

- A. Effective on Town Council funding the paid detail rate for all officers in FY16 is \$48.00 per hour for private details, plus the Town's surcharge. Beginning in FY17 the rate shall be \$49.00 per hour, in FY18 shall be \$50.00 per hour.
- B. Detail work for the Town is \$3 less per hour than the private detail rate (i.e. \$45.00/hour; \$46 beginning in FY17, \$47.00 in FY18).
- C. Details for private entities involving labor strikes shall be paid at a premium rate \$5.00 per hour (i.e. \$ 53.00/54.00/55.00 per hour).
- D. Weekend and Holiday Private Details (excluding those for school and civic organizations.) for all officers in FY16 is \$54.00 per hour for private details, plus the Town's surcharge. Beginning in FY17 the rate shall be \$55.00 per hour, in beginning in FY18 \$56.00 per hour.
 - a. Weekend Hours are between 6 pm on Friday through 5 am on Monday.

b. The holiday is the twenty four (24) hour period starting 12:00 a.m. of that day.

- E. All extra paid details shall be for a minimum of four hours at the officer's regular detail rate of pay. Any additional uninterrupted portion of time in excess of four hours is also at the officer's regular detail rate of pay, and there will be an additional four-hour minimum that will apply.
- F. Officers that are required to work extra paid details in excess of eight hours or any portion of an hour in excess of eight hours shall be compensated at the officer's time and a half detail rate of pay.
- G. All details worked for the Town of Franklin shall be for a minimum of four hours at the current detail rate of pay. Any additional uninterrupted portion of time in excess of four hours is also at the officer's regular detail rate of pay, and there will be an additional four-hour minimum that will apply. Town of Franklin details will be recognized and only includes the following:
 - Town of Franklin -Department of public works
 - Town of Franklin - School Department

Such rates to be effective as soon as practicable after the funding of this Agreement. (This article does not alter the current 4th of July Agreement). For State projects, any increases in rate will go into effect after approval by the State.

- G. Traffic control at public works and construction sites.
 - 1. The Chief of Police or his designee shall have the full authority to determine appropriate traffic control measures, including but not limited to the conditions requiring a detail (including the right to decline a request for a detail), the equipment to be used and the number of persons assigned to a detail. The Town and the Association acknowledge that the Chief of Police possesses the discretion to determine the appropriate level of police service in the Town to ensure public safety. Therefore, if the Chief of Police or his designee, in the exercise of his discretion, determines that a Police Officer paid detail is needed for any work to be done on the Town's public ways, or for any related construction maintenance, or related work the Chief shall possess the authority to require the presence of a sworn police officer(s) on a paid detail basis. The Chief or his designee shall review all situations which may require details on a case by case basis. The parties agree that when the Chief or his designee determines that a police officer paid detail is required for work on the Town's public ways, the detail shall

first be offered to sworn members of the bargaining unit. Officers shall be compensated for such details in accordance with the applicable provisions of the collective bargaining agreement between the Town of Franklin and the Franklin Police Association.

2. The Chief of Police or his designee shall have the right to prioritize details, including the authority to require that specific details be filled first and the right to reassign officers to priority work.

3. The parties acknowledge the authority of the Chief to determine whether bargaining unit members will be allowed to work details in other towns or at particular venues (e.g. Gillette Stadium, Comcast Center).

4. The parties acknowledge the authority of the Chief to determine the qualifications necessary for any non-members of the bargaining unit (e.g. retired Franklin police officers, sworn police officers from other towns, dispatchers appointed as specials, or others) to work such details, subject to the requirements of state law and regulation.

5. The parties acknowledge the authority of the Town to determine the rate of compensation paid for details performed by non-members of the bargaining unit.

ARTICLE 24

EDUCATION INCENTIVE PAY AND REQUIREMENTS

Section 1. There shall be an Education Incentive for employees who hold degrees approved subjects from regionally accredited colleges or universities. The following major concentrations shall be eligible for the educational incentive:

1. Criminal Justice (or related degree)
2. Public Administration
3. Business Administration,
4. Sociology,
5. Psychology.
6. Political Science

Degrees in other fields of study may be approved by the Town Administrator based on recommendation from the Police Chief.

For members who were employed by the Town prior to July 1, 2012, or transfer from communities where another department where they had been included in an educational incentive program pursuant to MGL Ch 41 Sec 108L the payments shall be as follows:

	AS	BS	MS
FY16	\$6,230	\$12,461	\$15,576
FY74	\$6,385	\$12,710	\$15,888
FY18	\$6,482	\$12,964	\$16,205

For members hired after June 30, 2012 an Associate’s Degree in a related field of study or have an honorable discharge from the military or have completed 2 years of military service and be in good standing, will be a minimum requirement to be hired. All Education payments will be payable in bi-weekly paychecks beginning after a recruit has graduated from the Police Academy as follows:

	AS	BS
FY16	\$2,750	\$5,500
FY17	\$3,000	\$6,000
FY18	\$3,250	\$6500

Section 2. Employees will be responsible for all expenses associated with the pursuit and attainment of their educational degree, including the cost of taking classes at Dean College should the current Agreement between the Town and Dean College be discontinued for any reason.

Section 3.

a. Effective on July 1, 1994 and for all Police Officers, the Town of Franklin will require an Associate’s Degree from an accredited school within sixty (60) months from graduation from the police academy. Officers hired prior to July 1, 1994 will never be obligated to obtain a degree.

b. All new Police Officers hired after June 30, 1997 will be required to have an Associate’s Degree from an accredited school within forty-two (42) months from graduation from the police academy. The Associates Degree is considered to be a condition of

employment and failure to fulfill this requirement will result in termination from the Police Department.

c. Police Officer candidates after June 30, 2012 must hold an Associate's Degree or have an honorable discharge from the military or have completed 2 years of military service and be in good standing to be considered for employment.

d. Employees will be responsible for all expenses beyond the free courses offered to the Town employees at Dean College. The Town will not be responsible for any financial costs related to the education requirement should Dean College withdraw free courses.

e. Extension of time in which to acquire the degree under this section must be requested in writing by the officer. The approval of the extension is at the discretion of the Town Administrator with the advice of the Chief of Police. Such request shall not be unreasonably withheld.

Section 4. The Town of Franklin will reimburse the employee for 50% of tuition only, for one college course per semester, upon successful completion (a grade "C" or better) of said course.

Every employee who utilizes this benefit must submit a detailed educational plan with the Chief of Police or his designee prior to the yearly budgetary process. The last date for filing of educational plans will be determined by the Chief of Police and a notice shall be posted in a central location, easily accessible to all employees.

ARTICLE 25 **LIMITED CAPACITY WORK**

A Police officer with non-work related injuries or who is injured in the line of duty may be reinstated to limited active employment if the following conditions are met:

A. That the work be limited to:

1. Prepare, type and file accident reports.

2. Filling of details and replacement shift and maintaining associated records.
3. Maintain citation records
4. Assist outgoing telephone calls
5. Assist in control room as needed, not including serving as the principal dispatcher.
6. Assist Court Officer and /or detectives with records and reports.
7. Maintain and update police records, e.g. teletype information and warrants.

B. That the limited capacity work exclude injuries related to contagious diseases.

C. That the determination of Eligibility for Limited Capacity Work or Fitness for work may be determined by a Medical Professional who is a specialist in the Field designated by the Officer. The Town may seek another opinion from a Medical Professional of its choice who must be a specialist in the field of medicine involved. If no disagreement exists the Officer may be returned to regular work, Limited Capacity Work or continue to be on medical opinions. In the event of a disagreement between the Officers Medical Professional and the Town's Medical Professional, both Medical Professionals may select a third Medical Professional who must be a specialist in the field of medicine involved. This third Medical Doctor will examine the Officer and render an opinion in the Officer's fitness for Limited Capacity Work, regular duties or continued convalescence, and this opinion shall be binding on all parties. Until the opinion of this third Medical Doctor is rendered the officer will remain on injured leave. The cost for the third Medical Professional services and opinion will be borne by the Town.

Injured officer must submit certification from his/her Medical Professional stating Officers fitness for work.

- E. While on Limited Capacity Work, said employee will be on an administrative work schedule of five (5) days on two (2) days off to mirror the Administrative Staff Schedule of the Police Department.
- a. Holidays will be taken and paid on the same schedule as other Administrative employees.

- b. An officer regularly on the evening or night shift may be assigned an evening administrative schedule with the approval of the Chief of Police.
- F. Employees working with Limited Capacity are not eligible for overtime or details.

ARTICLE 26 **DRUG POLICY**

Section 1. General

- a) The Town of Franklin has a strong commitment to its employees to provide a safe work place and to establish programs promoting high standards of employee health. Consistent with the spirit and intent of this commitment, the Town of Franklin has established this policy regarding drug use or abuse. Quite simply, our goal will continue to be one of establishing and maintaining a work environment that is free from the effect of drug use.
- b) Police officers are very visible and active members of the community. They are inescapably identified with the Town of Franklin and are expected to represent it in a responsible and creditable fashion. Our officers reflect credit upon themselves and the Town of Franklin, which they represent.
- c) While the Town of Franklin has no intent of intruding into private lives of its employees, the Town of Franklin does expect employees to report for work in condition to perform their duties. The Town recognizes that the employees off-the-job as well as on-the-job involvement with drugs can have impact on the work place and on our ability to accomplish our goal of a drug free environment.

Section 2. The following is the Town of Franklin s policy:

- a) The illegal use, sale or possession of narcotics, drugs, or controlled substances, either on the job or on Town property is a serious offence, which warrant discharge. Any illegal substance will be turned over to the appropriate law enforcement agency.

- b) Officers who are under the influence of narcotics, drugs or control substances, either on the job or when reporting for work, have the potential for interfering with their own, as well as co-worker's safe and efficient job performance. Consistent with existing Town of Franklin practices, such conditions may be proper cause for administrative action up to and including termination of employment.
- c) Off-the-job illegal drug activity is proper cause for administrative or disciplinary action up to and including termination of employment. In deciding what action to take, management will take into consideration the nature of the charges, the employee's present job assignment, and the employee's record with the Town, and other factors relative to the impact of the employee's arrest upon the conduct of Town of Franklin business.
- d) Some of the drugs which are illegal under federal, state or local laws include, among others, marijuana, heroin, cocaine, hallucinogens, and/or depressants not prescribed for current personal treatment by a licensed physician.
- e) Officers are expected to follow any directions of their health care provider concerning prescription medication and must immediately notify their supervisor if any prescription drug is likely to have an impact on job performance. In addition, notification must be given at the time of testing or screening as to any drugs or medicine being taken, provided, however, in cases of a first positive result, notice of such drugs or medicine may be given within 24 hours of the officers notice of the test result.
- f) Any officer, while on Town property or during that officer's work shift, including without limitation all breaks and meal periods, who consumes or uses, or is found to have in his or her personal possession, in his or her locker or desk or other such repository, drugs, which are not medically authorized, or is found to have used or to be using such drugs, will be immediately subject to suspension or other administrative action consistent with Mass.G.L.c31. If use or possession is substantiated, disciplinary action, up to and including discharge may be imposed.

- g) The possession or consumption of alcohol while on duty, including without limitation all breaks and meal periods, or the consumption of alcohol prior to reporting to duty so as to impair the officer's ability to perform his duties, is expressly prohibited by the Town of Franklin and is proper cause for administrative or disciplinary action up to and including termination of employment. In deciding what action to take, management will take into consideration the nature of the charges, the employee's present job assignment, and the employee's record with the Town, and other factors relative to the impact of the employee's conduct upon the conduct of Town of Franklin's business.
- h) Any conduct on the part of an employee resulting from the use of alcohol off-duty that results in the employee's arrest or results in a negative impact upon the conduct of Town of Franklin business is expressly prohibited by the Town of Franklin and is proper cause for administrative or disciplinary action up to and including termination of employment. In deciding what action to take, management will take into consideration the nature of the charges, the employee's present job assignment, and the employee's record with the Town, and other factors relative to the impact of the employee's conduct upon the conduct of Town of Franklin's business.
- i) Any officer who voluntarily requests assistance in dealing with a personal drug problem may participate in the Employee Assistance Program (EAP) without jeopardizing his or her continued employment with the Franklin Police Department by reason of such request or participation. Because the program is being offered confidentially, an officer may utilize the program with out the Town's knowledge. If an officer chooses to notify the Town or request assistance from the Town regarding a drug problem, that notice or request will not jeopardize his or her continued employment, provided the officer stops any and all involvement with the substance being used, and maintains adequate job performance and proper conduct. While the EAP is a valuable source in dealing with personal problems, participation in the program will not prevent disciplinary action for a violation of this policy.
- j) This policy is meant to apply to all sworn officers of the Franklin Police Department, from police officers to Chief, and the term "officer" shall have that definition wherever it is used in this policy.

- k) This statement is to clarify the Town of Franklin operational stance and to provide for prompt, effective reaction to any drug related situation, which has or could have any impact on operations. It does not alter in any way the policy of assisting officers in securing proper treatment or extending the coverage of health benefits plan as indicated for other drug dependencies.

Section 3. Testing for Drugs

- A. It is policy of the Town of Franklin to conduct drug testing of Police Officers, where there is a probable cause to do so.
- B. Where the Chief of Police has probable cause to believe that an officer is under the influence of a controlled substance while on duty, the Chief may require the police officer to submit a test sample for drug screening by means of urine analysis to detect the presence of non-subscribed drugs or controlled substance.
- C. The affected officer may initiate a review of the Chief's directive. If requested, a special panel shall review the Chief's directive. The panel shall consist of the Town Administrator, one ranking officer appointed by the Chief, and one officer appointed by the Union with, other than the Town Administrator, no individual to serve on consecutive panels for review of drug testing directives. To facilitate review, the Chief shall set forth the basis for probable cause in writing immediately after he determines that probable cause exists. The review shall be based upon the written probable cause statement. The purpose of review is to decide only whether the Chief had reliable information, at the time he requested the sample, to establish probable cause to request a screening. The panel will meet and have the right to request corroborating information that the Chief has, if any, in order to assist their review. The panel shall also consider any exculpatory information that is available including any explanation of information regarding the use of prescribed or non-controlled substances, or the exposure to controlled substances. The special review shall be conducted and concluded within twenty-four (24) hours of the time the Chief required the test sample, or as soon thereafter as is practicable.

- D. If the special review panel concludes that the Chief had probable cause to believe that the officer was under the influence of a controlled substance that was not lawfully taken or the result of an accidental exposure, then such testing shall be conducted. If the panel finds that the probable cause did not exist, the sample shall not be tested and shall be destroyed. The panel's determination that the Chief lacked probable cause at the time of his initial determination shall not by itself preclude a subsequent order to test based upon additional information received after the initial determination.
- E. At the time the test sample is provided by the officer, an original non-tested sample will be given to the officer whether or not testing is conducted by the Town.
- F. The Medical Review Officer shall give the results of the drug-screening test to the Chief of Police and the officer only after compliance with the entire drug testing procedures set forth in the section on conduction tests below. In order for any test results to be accepted, the Town must demonstrate that the chain of custody of any samples has been preserved. A failure to establish chain of custody shall cause the test results to be discarded, and shall render the test result a nullity, and of no consequence of effect.
- G. Where the Chief has made a probable cause finding under this section, he may place an officer on paid administrative leave pending the results of the drug test or take other action consistent with the law. The officer shall be immediately returned to duty and any other positions or assignments, which he had prior to the drug test if the result is negative, if the review finds a lack of probable cause, if the test is invalidated for any reason, or if the test results remain unavailable after five days.
- H. If subsequent to the Chief ordering a probable cause drug test, the test result is negative, the review panel finds a lack of probable cause, or the test is invalidated for any reason, the officer shall be immediately returned to duty and to any assignments or positions, which he had prior to the drug test. The officer shall be fully compensated for any lost income. The test and probable cause finding shall thereafter be discarded and shall be considered a nullity and of no consequence or effect.

Section 4. Procedure after A Positive Test.

- A. In the event the test is positive for any non-prescribed drug of an addictive incapacitating nature or any controlled substance, the Chief shall require the officer to take a leave of absence subject to the following terms: The officer must meet with a substance abuse professional within five days for the purpose of developing an appropriate treatment plan, and must begin that treatment program as soon as practicable thereafter. The officer shall remain on leave for a period of ninety days (90) days or until the officer produces a detailed physicians report that the officer is able to return to work and is rehabilitated from any substance abuse, whichever is sooner. Such leave may be extended for an additional ninety (90) days period if prior to the end of the first ninety-day period, the officer produced a detailed physician's report that such leave should be extended to enable the officer to return to work and to be rehabilitated from any substance abuse. During the period of such leave, the officer may use any accumulated leave, and if none is available or it becomes exhausted, he may continue on unpaid leave. If an officer is unable, at the end of the extended leave, to return to work or has not been rehabilitated from any substance abuse, the Town may consider the officer unable to work and may take such action as it deems necessary. During the period of any leave under this section, and officer shall not accumulate vacation leave, but may accumulate sick leave for any period he is using his own sick leave to maintain his status on the payroll.
- B. The Town reserves the right to impose disciplinary action for a first instance of positive drug screening subject to the following: Such discipline shall be subject to all civil service and grievance and arbitration rights of the officer and shall be based on principles or progressive discipline taking into account the officer's record, any prior offenses, and the seriousness of the instant drug offense. Prior to the officer's admission to treatment, or as soon as possible thereafter, the Chief shall notify the officer of his intent, if any, to impose discipline for the positive drug screening, or to recommend such discipline to the Town Administrator. Any such disciplinary action shall be stayed during the period of leave, and for a period of up to six (6) months following the return of the officer following leave. If any officer successfully completes such six-month period without any offense of any kind, the Chief shall not impose or recommend discipline for the drug offense. If

the officer commits any offense of any kind during the six-month period, the Chief may proceed to impose such discipline, in addition to any discipline applicable to the subsequent offenses. The appeal period for purposes of Civil Service and grievance and arbitration procedures shall commence on the date of imposition of such discipline and not at the time of notice of the intent to impose discipline. Nothing about this policy shall be construed as waiving any rights of an officer or the Union to contest the imposition of any discipline, compliance with the testing process or the validity of results through grievance and arbitration or civil service as the officer or the Union may deem appropriate.

- C. Return to Duty and Follow-up: an officer who has violated the prohibited drug standards shall be tested for drugs prior to his/her returning to performing police officer duties. Follow-up tests are unannounced and up to six (6) tests may be conducted in the first 12 months after officer returns to duty. The Town of Franklin agrees to bear the expense of the six (6) follow-up tests.
- D. On or about the date one year following an officer's return to work from leave, the Officer shall submit a test sample for drug screening by means of blood analysis to be paid for by the Town.
- E. Officers who have returned to work under these conditions and who subsequently test positive for drugs shall be subject to discharge, with any appeal limited to: (1) the factual issue of the positive test, (2) the issue of procedural compliance, and (3) in cases where ten or more years have passed since an officer's return to duty from substance abuse rehabilitation, and discharge is the penalty, the appeal may include consideration of exemplary service to the Town of Franklin.
- F. If subsequent to a positive drug test, the test result is invalidated for any reason, the officer shall be immediately returned to duty and to any assignments or positions, which he/she had prior to the drug test. The officer shall also receive back salary. The positive drug test shall thereafter be discarded and shall be considered a nullity and of no consequences or effect.

Section 5. Procedures for Conducting Tests.

- A. Drugs** – Drug testing is conducted by analyzing the officer’s urine specimen, and must be conducted through a U.S. Department of Health and Human Services certified facility. The Town will select a professional company with experience in the collection of urine samples for drug test. That company will comply with Department of Transportation Regulations intended to insure the accuracy and confidentiality of the test results and the fair and respected treatment of the person that is being tested. The company will use specimen collection procedures and chain of custody requirements, which ensure that the specimen’s security; proper identification and integrity are not compromised. These will include tamper proof seals on collection containers and coding the containers to identify the individual tested without using the individual’s name. If there is a failure to follow any of these procedures, the test will be declared a broken chain of custody and cancelled. Samples will be collected by the company in a private location.
- B.** Split specimen procedures will be used whereby each urine specimen is subdivided into two bottles labeled as primary and split. Both bottles are sent to the laboratory. Initially, only the primary specimen is opened and used for urinalysis. The split specimen remains sealed at the laboratory. If the analysis of the primary specimen confirms the presence of illegal controlled substances, the officer may have the split specimen be sent to another DHHS certified laboratory of his/her own choosing for analysis, A request for testing of a split sample should be made within 72 hours of the time he is notified of the positive results, but in no event more than 120 hours after notice of such results.
- C.** Testing is conducted using a two-stage process. First, an immunoassay screening test which meets the requirements of the Food and Drug Administration for commercial distribution is performed using gas chromatography/mass spectrometry for each identified drug. Sophisticated testing requirements shall ensure that the over-the-counter medications or preparations are not reported as positive results. If the test is positive for any opiate, further testing will be preformed to confirm that the substance is a true opiate. Only results that are still positive after all tests are complete will be reported to the MRO.
- D.** All tests are reviewed and interpreted by a physician designated as a medical review officer (MRO) before they are reported to the Employer.

If the laboratory reports a positive result to the MRO, the MRO will contact the officer and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen. For all the drugs listed above, except PCP, there are some limited, legitimate medical uses that may explain a positive test result. There may also be an accidental exposure, or invalid for any other reason, the test will be reported to the Town as a negative result. A test will be reported as positive only after all of these procedures have been complied with and testing of the split sample has confirmed positive result.

- E. It is agreed that all parties will make every effort to protect privacy and confidentiality, and that there is no intention to waive any employee's constitutional rights in the establishment of these procedures.
- F. Any material failure to follow the procedures set forth in this article, which affects the reliability or validity of the test shall cause it to be considered invalid. In the event there is such a failure, the burden of proof shall be on the Town to show by a preponderance of the evidence that the failure did not affect the reliability or validity of the test result. Absent such showing, the samples shall thereafter be destroyed, and the test shall be considered negative for all purposes.

Section 6. Refusal to Participate /Tampering

- a) Any refusal to participate in any of the drug tests authorized in this contract will be treated as indicative of a positive result.
- b) If there is any evidence that an officer engaged in sample tampering, such conduct shall be treated as a refusal to participate in testing for purposes of imposing discipline.

Section 7. Information and Training

- a) All current and new officers will receive written information and training about the testing requirements and how and where they may receive assistance for drug misuse. All officers must receive a copy of this policy and receive the Confirmation of Receipt.

- b) All lieutenants and above in the Police Department must attend training on drug misuse, symptoms and indicators used in making determinations for reasonable suspicion testing.

Section 8. Record Keeping

- a) The Town is required to keep detailed records of its drug misuse prevention program.
- b) Officer's drug testing records are confidential. Test results and other confidential information may only be released to the Town's agents with a need to know, the substance abuse professional, the MRO, and any arbitrator or hearing officer of a grievance filed in accordance with this policy. Any other release of this information may only be made with the officer's consent.

ARTICLE 27
INJURED LEAVE

Section 1. Employees shall promptly report all work related injuries and, within five (5) days of a claim for injured on duty leave, shall endeavor to provide a "Summary Medical Report" from a treating physician which includes a diagnosis, prognosis, probable period of incapacity and nature of treatment if these are known.

The employee shall notify the Chief or his designee of any hospitalization or planned surgery or other substantial change in condition, within reasonable time.

The inadvertent or unavoidable failure to comply with the above requirements shall not automatically render the employee ineligible for injured leave.

Section 2. Employees shall be eligible for injured leave in accordance with Mass. G.L. c.41 §.111F; appellate cases construing its provisions; and analogous provisions of Mass. G.L.c152

Section 3. An employee who is claiming or receiving injured leave pay may be required to undergo an examination by a physician or other qualified provider to determine the nature and extent of any claimed or suspected incapacity, the likely cause, and the prognosis for recovery and return to duty. The employee shall execute a written release of any and all medical records, pertinent to the claimed or apparent incapacity, to the Town Administrator, Chief of Police, designated legal counsel, and any designated physician or other qualified provider who has a “need to know” such information in order to make any decision concerning employment status or claimed leave of absence. The Town shall pay the fees for the exam.

Section 4.

Injured Leave Benefits. After six (6) months on injured leave, an employee shall cease accruing personal, sick and vacation leave until they return to active duty. Vacation leave will be prorated upon return to full duty based on the length of the OJI absence.

Section 5.

An employee on OJI is not eligible for the sick leave incentive until he/she has returned to unrestricted duty for a full month.

ARTICLE 28

HEALTH AND SAFETY COMMITTEE

A health and safety committee consisting of three (3) members of the Franklin Police Association, shall meet with the Chief of Police, or his designee, at least every 3 months or when requested by either party to make recommendations for improvements of the general health and safety of employees. The discussions will be a mutual exchange of opinions, ideas, and concerns of the Association and the Chief. These discussions will include, but not be limited to, officer stress, critical incident debriefings, morale, rules and regulations, policy and procedures and equipment issues. Upon agreement by the Chief and the committee members, the Town shall endeavor to provide efficient and safe equipment, material, training and health support to protect the health and safety of the employees.

ARTICLE 29
PARENTAL LEAVE AND PREGNANCY POLICY

Section 1. Parental Leave

- a. The Chief of Police shall grant to a full-time officer seeking parental leave, a request to be allowed an unpaid leave of absence for up to twelve (12) weeks following the birth or adoption of a child as provided in the Family and Medical Leave Act of 1993 (FMLA).
 1. An officer requesting parental leave, where the need for leave is foreseeable, shall be required to provide written notice of his/her need for such leave at least thirty (30) days prior to the expected period of leave as well as written notice of his/her expected date of return. The notification shall include the anticipated due date or adoption date. This section shall not apply to officers requesting parental leave of children born prematurely. However, an officer of a child who is born prematurely shall provide written notification of his/her need for such leave at least fourteen (14) days after the birth of the child.
 2. An officer taking parental leave under the FMLA shall be required to utilize holiday and personal time, then ten (10) sick days of accrued sick time and all remaining accrued paid time off in the form of vacation and compensatory time off before any non-paid time off is utilized.
- b. Officers requesting leave under the terms of the FMLA of 1993 prior to the birth of a child or following the birth of a child due to the officer's incapacity, as a result of an order by her physician which would prohibit her from performing all aspects of her current assignment or alternative duty assignment, shall be allowed to use her accrued sick time before utilizing any vacation, holiday, personal or compensatory time off.

Section 2. Notification of Physical Restrictions

- a. No Police Officer shall be required to disclose her pregnancy except in accordance with the policy stated herein. All information relating to the pregnancy obtained in accordance with this agreement shall remain confidential.
- b. The Police Officer shall immediately notify the Chief of Police if at least one of the following conditions exists:
 - 1. The officer has been given physical restrictions or limitations by her physician which prohibit her from performing all aspects of her current assignment; or
 - 2. The officer requests any modifications, exemption, or leave from her assigned duties.
- c. No later than fifteen (15) days of such written notification, the officer shall present to the Chief of Police a letter from her attending physician or obstetrician which shall set forth any restrictions or limitations which prohibit her from performing all aspects of her current assignment, including complying with uniform and equipment requirements. In addition, the letter shall set forth the anticipated duration of the officer's disability, anticipated date for returning to work, the name, phone number and address of the attending physician or obstetrician, and any other information that the officer or obstetrician believes would be of assistance to the Department.
- d. No action shall be taken by the Chief of Police with respect to the officer's current assignment unless the officer so requests or presents a letter from her physician or obstetrician which specifies restrictions or limitations on her ability to perform her current assignment.
- e. Once the restrictions or limitations placed upon the officer by her physician or obstetrician no longer exist, the officer shall present to the Chief of Police a letter from her physician or obstetrician clearing her to return to her original assignment.

Section 3. Alternative Duty.

- a. Any officer may request in writing an alternative duty assignment while pregnant, due to the potential risk to the fetus. Alternative duty shall consist of such assignments, duties and positions as the officer is capable of performing consistent with restrictions or limitations placed on her by her attending physician or obstetrician. Such alternative duty may include limitations on contact with prisoners, with the public in an enforcement capacity, or assignment to dangerous duty such as riots, except as emergency situations may arise which requires the immediate response of that officer.
- b. Shift re-assignment may be required based on available duty, department staffing and safety levels. Alternative duty shall be compensated based on the duties and shift assignment, but shall not affect the officer's existing benefits, opportunities for overtime consistent with restrictions or limitations placed on the officer by her attending physician or obstetrician, or paid details consistent with restrictions or limitations placed upon the officer by her attending physician or obstetrician.
- c. The Chief of Police or his designee, taking into consideration the pregnant officer's current assignment and duties, and the current needs and staffing of the department, shall make determination of an alternative duty assignment. Eligibility for an alternative duty position does not entitle the officer to be transferred to a different position or unit within the Department. Alternative duty may be in the form of modified duties and/or an altered work shift at the request of the officer and consistent with any restrictions or limitations set forth by her attending physician or obstetrician.

Section 4. Range Qualification.

- a. Due to the potential risk to the fetus, an officer who has notified the Department of her pregnancy in accordance with this policy shall be exempt from live-fire weapons qualification requirements during the course of her pregnancy.

- b. Upon return to work, the officer's exemption shall cease, and she shall be required to qualify in accordance with the existing firearms qualification of the Department.

Section 5. Both Parents Employees.

If both parents work for the Town of Franklin and each wishes to take time off for the birth the child, they may take a combined total of twelve weeks of leave.

ARTICLE 30
RECRUIT ACADEMY TRAINING FEE

Section 1. It is understood that from time to time, as legislated by the Massachusetts legislature, and signed by the Governor of Massachusetts or instituted by the Massachusetts Criminal Justice Training Council or Department of Justice Training Council, there may be a fee, a tuition or other so called expense charged to the Town, Student Officer, or both as compensation for attendance at a Municipal Recruit Training Academy.

Section 2. For the purpose of this Agreement this fee, cost, tuition or expense shall be called a Municipal Recruit Academy Training Fee.

Section 3. In the event there is such a Municipal Recruit Academy Training Fee, the Town of Franklin agrees to pay this fee as directed by the MCJTC. The employee shall sign a written contract with the Town of Franklin, prior to entering the basic recruit training academy, agreeing to reimburse the Town for the full cost of the municipal Recruit Academy Training if the recruit voluntarily leaves the employ of the Franklin Police Department within twenty four (24) months of graduation from the Academy.

ARTICLE 31
DURATION

This Agreement shall be in full force and effect from July 1, 2015 to and including June 30, 2018.

This Agreement shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party on or before the first day of January prior to expiration.

SIGNATURES

Signed this _____ day of July 2015 _____

For the Town of Franklin

For the Franklin Police Association:

by **Town Administrator**

Jeffrey Nutting

STIPENDS

DETECTIVES (WEEKLY)	\$50.00
COURT PROSECUTER	\$50.00
ADMINISTRATIVE SERGEANT	\$50.00
JUVELNILE OFFICER	\$50.00
COMMUNITY SERVICE OFFICER	\$50.00
K-9 OFFICER	\$50.00
COMPUTER SPECIALIST	\$50.00
MOTORCYCLE OFFICER	\$50.00
ACCIDENT RECONSTRUCTIONIST	\$25.00
FIREARMS INSTRUCTOR	\$25.00
ARMORER	\$25.00
PHOTO/PRINT OFFICER	\$25.00
FIELD TRAINING OFFICER	\$25.00
MDT COORDINATOR	\$25.00
MEDICAL EQUIPT. COORDINATOR	\$25.00

Schedule P

Employees Hired Prior to 7/1/12

Period or Bi-Weekly	FY16 2%	FY17 2%	FY18 2%
Min	1972.86	2012.32	2052.56
1	2049.35	2090.34	2132.14
2	2128.90	2171.48	2214.91
3	2211.64	2255.87	2300.99
4	2297.68	2343.63	2390.51
5	2387.17	2434.91	2483.61

Employees Hired After 6/30/12

Period or Bi-Weekly	FY16 2%	FY17 2%	FY18 2%
Min	1897.01	1934.95	1973.65
1	1961.28	2000.51	2040.52
2	2027.80	2068.36	2109.72
3	2096.64	2138.57	2181.34
4	2167.94	2211.30	2255.52
5	2241.69	2286.52	2332.25
6	2318.02	2364.38	2411.67

Side Letter: New Hiring and Promotional Guidelines

The Town has withdrawn from Civil Service and will replace it with a modified hiring process

Promotions to the position of Sergeant.

If there are vacancies between the date the contract is ratified and the expiration of the current promotion eligibility list which expires 3/31/14 the Town will honor that list for candidate selection.

Notwithstanding the settlement of the parties FY13 through FY15 bargaining agreement, the parties agree to work together to establish appropriate weighting of selection factors.

During the first two hiring cycles a member of the bargaining unit, approved/selected by the Police Chief, will observe the process and make recommendations to the Chief and HR Director prior to the appointment of a candidate.

For the Town of Franklin

For the Franklin Police Association:

by Town Administrator

Jeffrey Nutting

Signed this _____ day of July 2012 _____

Side Letter Re: Article XXIV, Educational Incentive

The following employees have until June 30, 2015 to earn an Associates Degree in an approved field of study.

Daniel MacLean
Rich Martini
Jennifer Mitchell

Failure to earn the degree shall result in termination.

For the Town of Franklin

For the Franklin Police Association:

by Town Administrator

Jeffrey Nutting

Signed this _____ day of July 2012 _____

Attachment A

Selection of Personnel

BACKGROUND:

The civil service system was originally designed to protect the police hiring system from manipulation and undue influence. Without such a system in place, and in the interests of attracting and selecting only the best candidates as police officers, it becomes imperative that public officials and members of the department strictly ascribe to a set of standard protocols. As such, no candidate shall be recommended by the Police Chief for appointment, or appointed by the Town Administrator, unless the candidate has been processed according to this policy.

POLICY:

The Town of Franklin will select new officers according to the procedures set out below. All members of the department assigned to the recruitment, testing, vetting, investigation and selection of new officers shall commit themselves to hiring only the finest candidates, and to furthering the department's standards of excellence.

All components of the selection process will be valid, have utility, and have a minimum of adverse impact. It will be the responsibility of the Chief to ensure that adverse impact, if any, is minimized.

The department will strive to attract candidates from diverse backgrounds and cultures, and will acknowledge education, character and public service in the selection of new officers.

PROCEDURE:

The Town Administrator is responsible for the selection of new officers. The Police Chief is the department's Selection Coordinator and will be responsible for overseeing the entire selection process.

The Police Chief and Human Resources Director will coordinate officers to participate in the screening process. These officers will be responsible for conducting background investigations and submitting written reports on all applicants. Once selected, officers will receive training on the duties and responsibilities of a background investigator.

Elements of the Selection Process

The elements of the selection process are listed below. It will be the responsibility of the Human Resources Director to ensure that they are administered, scored, evaluated and interpreted in a uniform manner.

1. The Franklin Police Department will conduct a recruiting campaign prior to the administering of an entrance examination. Information about the exam, including its date, time and location, along with information about how one would go about applying to take it, will be disseminated to area colleges, to the community via the appropriate media, .
2. The Town of Franklin will select a vendor to administer an entrance examination to qualified candidates. In order to take the examination, the candidates must:
 - a. Not be a convicted felon;
 - b. Be at least 21 years of age at the time of examination;
 - c. Hold an Associates Degree in an approved field of study, or two or more years of service in the active military with an honorable discharge,
 - d. Have the ability to obtain a Massachusetts drivers licence
 - e. Have the ability to obtain a Massachusetts License to Carry a Firearm
3. The passing grade of the examination will be 70.
4. Candidates who pass the examination may be considered for further processing. The size of those groups will be determined by the Human Resources Director, who will take into consideration the number of vacancies to be filled using the criteria below:
(put in alpha order)
 - a. Education
 - b. Military Service
 - c. Prior law enforcement experience
 - d. Prior public service
 - e. Residency within the town of Franklin
 - f. Special language proficiency
5. The top tier of candidates will move forward in the process and participate in a preliminary interview. A Board of Probation check, III and driver's history will be run for each of these candidates.
6. An exam will be held at a minimum once every three years.
7. A full-time law enforcement officer from any U.S. law enforcement agency with a minimum of two years full time experience in his/her agency may apply to join the department as a lateral transfer. If accepted as a transfer candidate, the examination restriction will be waived, but he/she will participate in all phases of the selection process and will be held in comparison within the current hiring pool.
8. A former Franklin police officer, who separated from the department in good standing and within the previous five years, may apply to join the department as a reinstatement. If accepted as a reinstatement candidate, the examination

restriction will be waived, but he/she will participate in all other phases of the selection process.

9. A preliminary interview will be conducted with a pool of qualified candidates to determine which candidates will move forward in the interview process. A preliminary interview panel consisting of the Human Resources Director, the Chief, a member of the Command Staff, and other officers as the Human Resources Director and Chief see fit will conduct these preliminary interviews
10. At the time of their willingness to accept the position candidates will be informed of all elements of the selection process and the expected duration of the selection process.
11. All candidates must submit a completed Recruit Candidate Information Form, a resume, applicant informational summary, essay, and sign an Authorization for Release of Information Form, and produce required documentation (e.g. Massachusetts driver's license, High School Diploma, Military record, etc.).
12. Omissions or deficiencies in the Recruit Candidate Information Form may be used to disqualify a candidate. However, minor omissions or deficiencies on the form may be corrected prior to the interview process.
13. Candidates failing to complete the application or produce the required documentation within the required time frame will be disqualified from the selection process.
14. No applicant will continue to the next step in the process until he/she has successfully completed the previous step.
15. An applicant who fails to pass at any step will be notified in writing as soon as possible.
16. All candidates will be required to submit to a drug and alcohol screen during the application process.
17. A thorough investigation of each candidate will be conducted. The investigation will include, at a minimum, the verification of a candidate's qualifying credentials, a criminal history records check, Registry of Motor Vehicles checks, an employment history check, as well as verification of at least five (5) personal references of the candidate and interviews with previous employers, coworkers, and current and past neighbors.
18. An oral interview will be conducted with each candidate who successfully passes the background investigation. The interview panel will consist of the Human Resources Director, Chief of Police, and two command level police officers selected by the Chief of Police.

19. The same general questions will be asked of each candidate and their responses will be rated and recorded on a standardized form.
20. Candidates may also be asked specific questions based on the information that was obtained during the background investigation, or the oral interview.
21. A conditional offer of employment may be offered if the candidate successfully passes the above steps.
22. All candidates who receive and accept a conditional offer of employment will undergo a physical examination conducted by a licensed physician and a psychological evaluation. The evaluation will be conducted in three (3) phases: a written test/evaluation; a small group and/or role play situation; and a clinical evaluation.
23. A licensed psychologist and/or psychiatrist will conduct the psychological screening and the psychologist/psychiatrist will maintain any and all records or materials utilized or generated during the process for the Franklin Police Department. A summary recommendation will be prepared for the Department, which will be kept separate from the personnel folder.
24. Prior to being accepted to a Police Recruit Academy, candidates must successfully complete the initial hire Physical Abilities Test (PAT), administered by the Massachusetts HRD.
25. The probationary period for Student Police Officers is one (1) year after successfully completing a Municipal Police Training Committee certified Academy (M.G.L. Chapter 31, section 65). The probationary period for lateral transfers is one year from their date of hire, and for reinstatements one year from the date of rehire.
26. The Human Resources Director will be responsible for the maintenance and security of the records and selection materials of all applicants. Access to all selection records will be limited to the Chief of Police, Deputy Chief, Support Services Lieutenant, and the officers assigned as background investigators. Records pertaining to applicants hired will be retained indefinitely. Records of unsuccessful candidates will be retained (in a secured area) for two years after the position is filled. Records will be shredded when destroyed.
27. The Chief of Police , or designee, will ensure that the Department's selection process for sworn entry-level positions complies with all current and applicable laws, rules and regulations. To accomplish this the Chief of Police will:

Keep abreast of all changes in Massachusetts General Law, and the policies, rules and procedures of the department.

- d. Evaluate and review with the Human Resources Director, all elements of the selection process administered by the department for adverse impact;
- e. Offer recommendations for change or improvement to the HR Director;

Promotional Policy from Patrol to Sergeant and Lieutenant

This policy applies to promotions *for sworn personnel only*.

Our department's commitment to developing employees to take on increasing levels of authority, responsibility and leadership is embodied in promotions. Eligible candidates have an opportunity to apply and participate in the promotion process as set forth in this policy.

Promotions are based upon the merits of the individuals and their personal performance in the promotion process, and never on favoritism or seniority alone. A promotion is an investment in the future, not only for the department, but also for the employees who will be supervised and guided by the promoted member.

Policy:

It is the policy of this department to recommend promotions based upon an employee's training, experience and merit. The Town Administrator is the Appointing Authority.

No employees will be denied promotion based upon any discriminatory criteria, including, but not limited to, their sex or sexual orientation, race, religion, nationality or union membership.

Procedures:

Promotions of sworn personnel to the rank of Police Sergeant or Police Lieutenant are processed under the direction of the Human Resources Director. His/her duties shall include:

Posting written announcements of any scheduled promotional opportunities;

1. Coordinating with any companies or consultants contracted to participate in the promotion process;
2. Protecting the integrity of the promotional process by ensuring that all promotional materials, documents, scores, and completed evaluations remain confidential and kept in a secure location; and
3. Maintaining copies of active promotion lists.

Testing and scoring materials shall not be left unattended for any period of time. Materials not under the immediate and direct control of a person authorized to possess them shall be kept in a secure area approved by the Human Resources Director.

Promotional materials shall be retained for the officer's duration of employment. These include:

1. Interview questions and score sheets; and
2. Assessment Center questions, exercises, evaluations and other related materials;

Notice of a Promotional Exam

The Chief, or his/her designee, shall advise all affected personnel of an upcoming promotional exam no less than 180 days in advance of the test date by:

1. Immediately posting the notice in a prominent place; and
2. Forwarding the notice to supervisors to be read at roll call.

Officers out sick or injured, on administrative or other leave, or on active military duty, or otherwise not likely to receive notice shall be mailed a copy of the examination notice.

A reading list of text books will be maintained and available to all personnel. The reading list will not be changed less than 180 days prior to an exam. Questions on case law and statute law will not take into account law changes occurring fewer than 90 days prior to the exam.

Eligibility

To be eligible for promotion to the rank of Sergeant the candidate must be a permanent member of this department with a minimum of three years of completed service as a full-time Patrol Officer or Detective. To be eligible for promotion to the rank of Lieutenant the candidate must be a permanent member of this department with a minimum of two years of service as a Sergeant.

For promotions to Sergeant taking place after 2013, an associate's degree will be required.

Promotional Examination for the Rank of Sergeant

An exam for Police Sergeant will be given every three years if five (5) patrolmen sign up to take the scheduled exam. The exam will be considered valid if three (3) patrolmen pass the exam with a score of seventy (70) or higher. In the event that less than three (3) patrolmen, after lowering the passing grade of the exam to seventy (70), pass the exam, another exam will be given within one (1) year of the previous exam date.

If another exam is held because less than three (3) patrolmen achieved a grade of seventy (70) or above, those patrolmen who passed the original exam with a score of seventy- (70) or higher shall have the option of “holding” their grade and will not be required to take the next exam. Their grade shall be counted and applied to the scores of the second exam. Patrolmen who choose to “hold” their grade shall make this known to the Human Resources Director by way of a written notice at least 14 days prior to the date of the new exam.

The exam will be pass/fail. Passing the exam will admit candidates to the next phase of the promotion process, where their scores may be considered as one of the factors in promotion.

Promotional Examination for the Rank of Lieutenant

A promotional exam for the rank of Lieutenant will be given every three years if three (3) sergeants sign up to take the scheduled exam. The exam will be considered valid if two (2) sergeants pass the exam with a score of seventy (70) or higher. In the event that less than two (2) sergeants, after lowering the passing grade of the exam to seventy (70), pass the exam, another exam will be given within one (1) year of the previous exam date.

If another exam is held because fewer than two (2) sergeants achieved a grade of seventy (70) or above, any sergeant who passed the original exam with a score of seventy (70) or higher shall have the option of “holding” their grade and will not be required to take the next exam. Their grade shall be counted and applied to the scores of the second exam. Sergeants who choose to “hold” their grade shall make this known to the Human Resources Director by way of a written notice at least 14 days prior to the date of the new exam.

The exam will be pass/fail. Passing the exam will admit candidates to the next phase of the promotion process.

Assessment Centers

Assessment centers may be used as part of the promotional process to rank each candidate.

Candidate Interviews

An oral board approved by the Human Resources Director will conduct candidate interviews. The Board will include the Town Administrator and/ or his/her designee and the Police Chief and his or her designees. Interviews shall be conducted from a prepared list of questions and the board will rate responses.

Candidate Selection

The Chief of Police shall make a recommendation for promotion from the list of eligible candidates based on the following criteria:

1. Job related experience;
2. Performance evaluation in his/her present position (including contributions to the department);
3. Results of Assessment Center
4. Attendance record
5. Supervisory evaluation of the employee's promotion potential;
6. Sick leave record;
7. Formal education;
8. Training and education through career development;
9. Disciplinary record of the employee;
10. Attitude toward the department and police work; and
11. Work ethic and initiative.

Final Selection

The Town Administrator is the appointing authority and shall determine the final selection of a candidate for promotion. There will be a promotional probationary period of one year for all new appointments.



TOWN OF FRANKLIN

RESOLUTION 15-51

Ratification of Franklin Police Sergeants Association Contract

BE IT RESOLVED THAT THE TOWN OF FRANKLIN acting by and through the Town Council:

Hereby ratifies the provisions of the attached Franklin Police Sergeants Association Collective Bargaining Agreement which have been ratified by the Franklin Police Sergeants Association Employees. The provisions of the Agreements shall be in effect from July 1, 2015 to June 30, 2018.

This Resolution shall become effective according to the rules and regulations of the Town of Franklin Home Rule Charter.

DATED: _____, 2015

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

ABSTAIN _____

ABSENT _____

A True Record Attest:

Deborah L. Pellegri
Town Clerk

Judith Pond Pfeffer, Clerk
Franklin Town Council

COLLECTIVE BARGAINING AGREEMENT

between

TOWN OF FRANKLIN

and

FRANKLIN POLICE SERGEANTS UNION

July 1, 2015 through June 30, 2018

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AGREEMENT

This Agreement is made and entered into between the Town of Franklin, Massachusetts (herein referred to as the "Town") and the Franklin Police Sergeants Union (herein referred to as the "Union").

WITNESSETH

WHEREAS, the well-being of the employees covered by this Agreement and the efficient and economic operation of the Police Department require that orderly and constructive relationships be maintained between the parties;

WHEREAS, the participation of employees in the collective bargaining process contributes to the effective conduct of the public business and Police Administration; and

WHEREAS, the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations based on this Agreement;

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

ARTICLE 1 RECOGNITION AND UNIT DESCRIPTION

Section 1. The Town and the Police Chief recognize the Franklin Police Sergeants Union as the exclusive bargaining agent for the purposes of collective bargaining relative to wages, hours and other conditions of employment for all regular Police Sergeants employed by the Police Department of and in the service of the Town. The Municipal Employer, the Chief of Police and the Union agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Union.

Section 2. The unit to which this Agreement is applicable consists of all regular police sergeants of the Town's Police Department, but excluding the Chief, the Deputy Chief, Patrol Officers, and by mutual Agreement, the Lieutenants.

Section 3. The Municipal Employer, Chief of Police and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, or age.

Section 4. Union officers, not to exceed four (4) in number, shall be allowed time off for negotiations or conferences with the Town Officials and the Chief of Police, without loss of time, subject to prior approval of the Chief of Police or the Town Administrator. This shall also apply to State Labor Board or other related bodies for business relative to this Agreement.

Section 5. The Union officers and representatives are as follows

1. President
2. Vice president
3. Secretary
4. Treasurer
5. Day steward of Police department
6. Night steward of police department

Section 6. The Union shall keep the Employer informed of any changes in the roster of officers or representatives.

ARTICLE 2 **MANAGEMENT RIGHTS**

Nothing in this Agreement shall be construed to in any way alter, modify, change or limit the authority and jurisdiction of the Town Administrator or the Chief of Police, as provided by the Massachusetts Constitution, the General Laws of Massachusetts, the Decision of the Supreme Judicial Court of Massachusetts, the laws of the United States, the By-Laws of the Town of Franklin, the Franklin Home Rule Charter, or any law or order pertinent thereto.

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of policy, the operations of the Police Department and the direction of the Police Sergeants are vested exclusively in the Chief of Police and the Town Administrator.

ARTICLE 3 **EMPLOYEE'S RIGHTS**

Section 1. The Town of Franklin agrees not to discharge or discriminate in any way against the employees covered by this Agreement or the Bargaining Committee of the Union. All discipline and discharges shall be based on just cause.

Section 2. The Town agrees not to reveal any information contained within the employee(s) file(s) to any source outside the management of the Town government except for:

- A. Matters of the public record.
- B. Records subpoenaed by a court of law.
- C. That which is consented to in writing by the employee(s).
- D. Matter pursuant to a criminal investigation by authorized personnel.

Section 3. The Town agrees that an employee shall have the right upon request at reasonable times, except in case of emergency, to examine his/her personnel file and to be allowed a copy of any information contained therein.

Section 4. The Town agrees that an employee shall have the right to have that portion of the personnel file removed by the use of the grievance procedure on the grounds that the information within his/her file(s) is ruled by proper procedure and authority to be improper, incorrect or irrelevant to the employment relationship.

ARTICLE 4
UNION BUSINESS

Section 1. Union Officers and Stewards shall be granted reasonable time off during working hours without loss of pay or benefits to investigate, process and settle complaints and grievances, provided that the Officers or Stewards shall request permission from the Chief, the Deputy Chief, or a Lieutenant.

Permission may be withheld by the Chief, the Deputy Chief, or a Lieutenant because of operating requirements, but such permission may not be withheld for more than twenty-four (24) hours.

Section 2. Subject to prior written notice to the Chief of Police and/or the Town Administrator, a member of the Union, as may be designated by the Union, may be granted two (2) days leave to attend the annual convention of the Massachusetts Police Sergeants Union as provided by the Massachusetts General Laws.

ARTICLE 5
STABILITY OF AGREEMENT

Section 1. No amendment, alteration, or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by said parties.

Section 2. Any portion of this Agreement found to be in conflict with any ordinance or statute now in effect or introduced at a later date, will be null and void. However, all other portions of this Agreement will remain in effect.

Section 3. To provide a clear understanding of the contents of this Agreement, the Town agrees to provide a copy to each covered employee.

ARTICLE 6
PRIOR BENEFITS AND PRESERVATION OF RIGHTS

The Town of Franklin agrees that all rights and privileges previously enjoyed by the employees will remain in effect unless specifically abridged or modified by this Agreement.

ARTICLE 7
UNION DUES AND AGENCY FEE

The Town agrees that Union dues, determined in accordance with the Constitution of the Union, may be deducted monthly from the salary of any employee in the Bargaining Unit who signs and files with the Town a form authorizing such deductions. Such authorizations shall remain in full force and effect until the employee ceases to be employed in the Bargaining Unit, or if the employee remains in such employment, until thirty (30) days after notice in writing by the employee to the Town withdrawing such authorization. The Town shall remit the sum so deducted to the treasurer of the Union.

The parties agree that there shall be an Agency fee in accordance with M.G.L. c. 150E, §12 and any future amendments thereto, the amount of which shall be equal to the amount required to become a member and remain a member in good standing of the exclusive Bargaining Agent.

Notwithstanding any other provision herein, an Agency fee shall not be deducted from any employees wages until the Union submits in writing to the Town a procedure by which any employee so demanding may obtain a rebate of that part of said employees service payment, if any, that represents a pro rata share of expenditures by the Union or its affiliates for:

1. Contributions to political candidates or political committees formed for a candidate or political party
2. Publicizing of an organization preference for candidate for a political office.
3. Efforts to enact, defeat, repeal or amend legislation unrelated to the wages, hours, standards of productivity and performance, and other terms and conditions of employment, and the welfare or the working environment of employees represented by the exclusive Bargaining Agent and its affiliates.
4. Contributions to charitable, religious, or ideological causes not germane to its duty as the exclusive Bargaining Agent.
5. Benefits which are not germane to the governance or duties as Bargaining Agent, of exclusive Bargaining Agent or its affiliates and available only to the members of the employee organization.

In the event that legal action is taken by any member of the Union or any third party against the Town as a result of the implementation of the provisions of this Article, the Union agrees to hold the Town harmless and indemnify the Town for all expenses, judgments or allowances incurred or entered against it as a result of such action.

ARTICLE 8
GRIEVANCE AND ARBITRATION

A grievance arising out of the interpretation or application of this Agreement shall be processed in the following manner:

Section 1. An employee or the Union having a grievance or complaint must take up the grievance or complaint with his immediate supervisor verbally. The supervisor shall make a serious attempt to resolve the problem satisfactory but if he is unable to resolve the problem, he shall give his answer in writing within seven (7) days, without additional cost to the Town.

Section 2. If the employee or Union is not satisfied with the decision, he may within seven (7) days put his grievance or complaint in writing and submit it to the Chief. The Chief will render his decision in writing within seven (7) days.

Section 3. If the employee or the Union is not satisfied with the Chief's decision, he may appeal to the Town Administrator within seven (7) days. The Town Administrator shall render his decision in writing within fourteen (14) days.

Section 4. If the decision of the Town Administrator is not acceptable to the employee or the Union, they may appeal to the American Arbitration Association within thirty (30) days for a decision. The decision of the Arbitrator shall be final and binding on both parties to this Agreement.

Section 5. If the complaint or grievance does not involve the immediate supervisor he may be passed by, with the complaint or grievance being first taken up with the Chief.

Section 6. Grievance or complaint shall be put in motion within thirty (30) days of the original cause or complaint, or shall be considered null and void.

Section 7. The employee, when discussing his grievance or complaint with management, shall be accompanied by an official of the Union at all times.

Section 8. The above times may be mutually extended as may be necessary.

Section 9. The employee and the Union Representative shall be in a pay status if on duty when processing a grievance, complaint, arbitration or acting as a witness.

Section 10. The cost of arbitration shall be borne equally by the Employer and the Union.

Section 11. In choosing an Arbitrator, the American Arbitration Association will be requested to render a list of Arbitrators and the selection of the Arbitrators shall be in conformance with the rules of the American Arbitration Association.

ARTICLE 9
HOURS OF WORK

Section 1. All uniformed sergeants shall be scheduled for duty on four (4) days on and two (2) days off basis. Excepted from the four and two work schedule are the Safety Officer, Radar Officer, Court Prosecutor, and the Detectives. They will work five (5) consecutive days on and receive two consecutive days off.

Such employees shall be entitled to and shall receive under the above-described five (5) day workweek an additional seventeen (17) days off annually. These additional days off will be taken one (1) each three weeks or its equivalent as determined by the Chief of Police.

Section 2. The Employer will post a work schedule at least three (3) months in advance. If it is necessary to change the hours of the work, the Employer will notify the Union a minimum of two (2) weeks prior to making the change except in the case of a bona fide emergency.

Section 3. Interchange or “swap” of tours of duty shall be permitted between employees of equal classification within the Department, provided that:

- a) Each shall be subject to the approval of the Chief of the Department or designated Representative.
- b) Such substitutions do not impose any additional cost to the Town.
- c) Employees seeking such “Swap” shall be required to give at least a twenty-four (24) hour notice to the Chief of the Department. In the case of emergency, the Chief of the Department may waive this notice requirement.
- d) Neither the Department nor the Town is held responsible for enforcing any agreements made between employees. Employees seeking such “swap” shall be responsible to the Town for coverage and any financial obligation arising out of the Agreement between employees.

ARTICLE 10
OVERTIME AND CALL BACK

Section 1. All overtime will be offered to the officers in the same rank:

Section 2. One and one half (1 ½) the employee’s regular hourly rate of pay will be paid for all hours worked in excess of eight (8) hours in any one day or forty (40) hours in one (1) week.

Section 3. In computing overtime, any day taken, as valid sick leave shall be accounted for as eight (8) hours worked within the week said sick day was taken.

Section 4. For the purposes of this section, the workweek shall be considered to extend from Saturday midnight until Saturday midnight.

Section 5. All callbacks will be for a minimum of four (4) hours. At the discretion of the Chief or his designated representative, officers will be required to work all four hours of their call back shift.

ARTICLE 11 **SALARIES AND WAGES**

Section 1.

A. Salaries and wages shall be paid in accordance with the appendix attached hereto. Wages shall be computed on a weekly basis, based upon a forty (40) hour workweek.

Section 2. Those persons assigned by the Chief of Police to work full time in the following specialty areas shall receive a stipend of Fifty dollars (\$50.00) per week.

- Detectives
- Court Prosecutor
- Administrative Sergeant
- Juvenile Officer
- Community Service Officer (formerly known as Safety Officer)
- K-9 Officer
- Computer Specialist
- Motorcycle Officer

The Chief of Police shall have the ability to add other specialty positions, as he/she deems necessary. These added positions would also receive the appropriate weekly stipend.

Section 3. Those persons assigned by the Chief of Police to work part-time in the following specialty areas shall receive a stipend of twenty-five (\$25.00) dollars per week.

- Accident Reconstructionist
- Firearms Instructor
- Armorer
- Photo/Print officer
- Field Training Officers
- MDT Coordinator
- Medical Equipment Coordinator

Those persons working in more than one full time or part time specialty shall be entitled to only one stipend (the largest of the two or more).

Section 4 Any employee temporarily assigned to the duties and responsibilities of a higher rank for a period of one (1) day or more shall receive the pay of such higher rank until relieved of such additional responsibilities.

Section 5 Direct Deposit

All employees shall be paid by direct deposit. Funds may be sent to savings or checking account and may be split to more than one account if requested.

Section 6. Paperless Checks/Self Service Employees agree to access their payroll advice information on line through employee self service, available 24/7 and from off site as well as at work and discontinue receipt of paper payroll advice forms.

ARTICLE 12
VACATIONS

Section 1. Paid Vacations for Sergeants shall be as follows: for the purpose of this article, one (1) week shall consist of five (5) working days.

<u>Length of service</u>	<u>Vacation</u>
1-5 Years (after 12 through 60 Months)	2 weeks /10 work days
6-10 Years (61 through 120 Months)	3 weeks / 15 work days
11 or more Years (121 through 240 Months)	4 weeks / 20 work days
20 or more Years (after 240 Months)	5 weeks / 25 work days

Section 2. Vacations shall be granted on a seniority basis by shift, subject to the discretion of the Chief of Police.

Section 3. At the termination of employment for any reason, employees will be paid for any earned and unused vacation time due.

Section 4. Vacations shall be on a fiscal year basis.

Section 5. Sick Leave – Vacation Exchange:

- Employees covered by this Agreement and hired prior to July 1, 2012, accumulating more than seventy (70) days of sick leave may exchange sick days for vacation days on a three (3) sick days for one (1) vacation day basis.
- No more than five (5) additional vacation days may be taken in a calendar year.
- Employees hired after June 30, 2012 shall not enjoy this benefit.
- Unused sick leave will not be compensated in any other manner except as outline in Article 19, Sick Leave, and Article 18, (Special/Personal Leave), Section 3.

ARTICLE 13
HOLIDAYS

Section 1. The following days shall be considered and recognized as paid holidays by the Town and the Chief of Police:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Section 2. Employees shall be paid or take additional days off based on the following holidays, by the first (1st) payday in December.

Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving
Christmas

Employees shall be paid or take an additional day off based on the following holidays, by the first (1st) payday in June.

New Years Day
Martin Luther Kind Day
Washington's Birthday
Patriots Day
Memorial Day

No more than one holiday may be taken as an additional day off during the month of June.

An employee may not use a sick day on a holiday they are scheduled to work unless it is in conjunction with two additional sick days.

Employees shall notify the Police Chief of their desire to use time, or be paid for holidays in the six-month periods, by July 31 and January 31, respectively. Holiday time shall not be carried forward to the next six-month period.

If an officer takes holiday time off, but leaves the department before earning one or more holiday(s), he/she will be obligated to reimburse the Town. The Town shall deduct the reimbursement from any monies due to the employee at the time of termination.

Section 3. When an employee is regularly scheduled to work a holiday, he shall be paid time and one-half (1 ½) for that day and he shall be given an additional day off with pay or shall receive straight time pay for the day in addition to his regular pay. If the employee wishes to take the additional day off, he must inform the Chief of Police or his designee, in writing, twenty-four (24) hours in advance. Only one employee may exercise this option and be off per shift. The Chief, at his discretion, shall determine whether the employee may exercise the option; however, it may not be unreasonably withheld.

Section 4. When an employee is ordered to work on a holiday which is his scheduled day off, he shall be compensated at the rate of time and one-half (1 ½) his regular rate and shall be given an additional day off.

Section 5. For purposes of this Article, the holiday is the twenty four (24) hour period starting 12:00 a.m. of that day.

Section 6. When a holiday falls during a period of an employee's paid injured leave, he shall receive for such holiday, in addition to his regular weekly pay, an additional day's pay.

Section 7. Work schedules will not be changed to avoid paying holiday pay.

Section 8. Reserve, part time or volunteer police shall not be used in place of the members of the Unit to avoid paying holiday pay and shall only be used on holidays to fill a vacancy caused by the absence of a member of the unit by his own choice.

ARTICLE 14 **COURT TIME**

Any sergeant when not on duty who is required to appear in Court or the Registry of Motor Vehicles shall be paid time and one-half (1 ½) the Sergeant's regular hourly rate for a minimum of four (4) hours.

ARTICLE 15 **HEALTH INSURANCE**

The Town will continue to provide health and life insurance. With each annual renewal period, the parties will meet, individually and/or through the Insurance Advisory Committee, to discuss in good faith any substantive changes in the plans offered to Town employees.

If an employee, as a result of a work-related injury, is receiving both his regular weekly salary and compensation from Town-funded insurance, then said employees shall reimburse the Town for all monies received in excess of his regular weekly salary.

ARTICLE 16
FALSE ARREST INSURANCE AND INDEMNIFICATION

Section 1. The Town agrees to provide a false arrest Insurance policy covering the employees for any incurred liability as the result of their performance of their regular law enforcement duties.

Section 2. The Town further agrees to comply with Massachusetts's General Law, Chapter 258, Section 13 with respect to the indemnification of all employees for any civil or criminal actions brought against them as a result of the performance of their duties on behalf of the Town of Franklin

ARTICLE 17
BEREAVEMENT LEAVE

Section 1. Employees are granted time off for the death and/or memorial services in the immediate family or household. Bereavement leave includes the day on which the death occurs and up to three work days which follow.

“Immediate family” includes parent, parent-in-law, sibling, spouse, grandparent, a grandchild, son or daughter of employees. A “member of the household” includes anyone who resides with the same family unit as the employee and who is regarded, generally speaking as a member of the family.

Cases involving travel, funerals at later dates or other special circumstances should be referred to the Town Administrator. Permission shall not be unreasonably withheld.

Section 2. Each Officer will also be granted one (1) day without loss of pay to attend funeral services for other members of his family, subject to the approval of the Chief of Police, which approval will not be unreasonably withheld.

ARTICLE 18
SPECIAL LEAVE/PERSONAL DAYS

Section 1. Each employee may be granted special leave with pay for a day in which he is able to secure another regular employee to work in his place, said special leave to be for an unusual occurrence or for some purpose not in the normal course of events. This leave may be allowed, provided:

- a) Such substitution does not impose any additional cost to the Town with regard to salaries or payments of wages.

- b) The Chief of Police shall approve all such substitutions in advance of becoming effective.
- c) Neither the department nor the Town is to be held responsible for enforcing any agreements of this Article between employees.

Section 2. Each employee will be granted two (2) Personal Days per year to be arranged with the Chief of Police or Designee, which approval will not be unreasonably withheld.

Section 3. Sick Leave – Personal Day Exchange: Employees hired prior to July 1, 2012, covered by this Agreement may exchange sick days for personal days on a one (1) sick day for (1) personal day basis. No more than one additional personal day may be taken in any calendar year. Employees hired after June 30, 2012 do not enjoy this benefit

Unused sick leave will not be compensated in any other manner except as outlined in Article XIX and Article XII, Section 5.

ARTICLE 19 **SICK LEAVE**

Section 1.

a. Each member of the Police Department hired prior to July 1, 2012 shall earn paid sick leave at the rate of one and one-quarter (1-1/4) days for each month worked [fifteen (15) days per year]. Said sick leave shall be cumulative from year to year, up to a maximum of one hundred and fifty (150) days.

b. Employees hired after June 30, 2012 shall earn paid sick leave at the rate of one (1) day for each month worked [twelve (12) days per year]. Said sick leave shall be cumulative from year to year, up to a maximum of ninety (90) days.

c. A doctor's certificate may be required for absence of three (3) days or longer, or may be required at any time at the discretion of the Department Head.

d. An employee who is under a doctor's certificate requirement shall have the following obligations:

- (1) When calling in sick, the report must be made to the Sergeant-In-Charge of the shift;
- (2) During the duty hours for which the officer is receiving sick pay, he/she shall be obligated to respond on a non-cell phone to phone calls to his/her home to verify such illness. However, no such calls shall be made between the hours of 12:00 a.m. and 7:00 a.m.

Section 2. The Town Comptroller's Office shall maintain a record of all sick leave used and accumulated. A summary of such record shall be made available to the Union on an annual basis.

Section 3. Upon death or retirement, each member of the Unit, hired prior to July 1, 2012, or his/her estate who has accumulated at least one hundred (100) sick days shall be entitled to buy back the number of sick days accumulated at the rate of forty-five dollars (\$45.00) per day. Such amount not to exceed four thousand five hundred dollars (\$4,500.00). Employees hired after June 30, 2012 do not enjoy this benefit.

Section 4. Falsifying sickness shall constitute grounds for a Disciplinary Action. An employee submitting a claim for sick leave based on a false statement or covering a period during which the employee was not actually sick or injured will be considered as having abused the Sick Leave Article.

Section 5. Sick Leave Bank. There shall be established a sick leave bank to be funded by the automatic donation of sick days from each and every unit member's sick leave account. The purpose of the bank shall be to provide continuing sick leave benefits to officers who have suffered a serious long-term illness and who have first exhausted their own accumulated sick leave, vacation leave and personal leave.

The bank shall be funded by the donation of two (2) sick days per employee in July 1998, and one (1) sick day per employee in each succeeding July, but not to exceed a total of two hundred (200) days. When the bank dips below fifty (50) days, additional donations shall be made by Agreement of the parties.

Administration: The bank shall be administered by a joint committee of two members designated by the Union, and the Town Administrator and his/her designee. The joint committee may grant sick leave in blocks of time on a continuing basis. The joint committee shall consider the employee's prior utilization of short-term sick leave. All decisions of the joint committee shall be final and binding, and not subject to the grievance-arbitration provisions of this Agreement.

Section 6. The Town requires that any employee requesting leave for their own medical condition under the terms of the Family and Medical Leave Act of 1993 utilize accrued sick time and then any other accrued paid time off (vacation, personal or compensatory time off,) before any non-paid time off is utilized.

Any employee requesting leave under the terms of the Family and Medical Leave Act of 1993 for conditions regarding family members (excluding birth or adoption of a child) Employees may use 10 days of sick leave prior to use of other paid time, in the case of approved Family Medical Leave.

A. The Town will continue the employee's health benefits coverage during an approved FMLA period. The employee will continue to accrue holiday, vacation and sick leave

credits during the FMLA leave. After the later of FMLA or the employee exhausts all accrued leave, there will be no further accrual of sick or vacation, or payment for holidays. Seniority, however will accrue during the term of the leave. An employee taking such leave is entitled to be restored to the position held by the employee when the leave commenced, and will be entitled to any other benefits the employee would have accrued had he/she not taken family leave. The Town may designate extended leave as Family Medical Leave, when appropriate.

B. Injured Leave Benefits.

After six (6) months on injured leave, an employee shall cease accruing sick and vacation leave.

Section 7. Effective May 1998, as an incentive to reduce sick leave use, an officer hired prior to July 1, 2012, who uses zero sick days in a four month period (January-April, May-August, September-December) shall be entitled to a "sick leave incentive day", to be taken at a time approved in advance by the Chief or his designee, which approval will not be unreasonably withheld. Employees hired after June 30, 2012 do not enjoy this benefit.

ARTICLE 20
SENIORITY

Section 1. Seniority within the Police Department shall commence from the date of appointment as a regular full-time member thereof.

Section 2. Seniority shall not be broken by vacation time, sick time, injury time, leave of absence of less than 120 days, or any call to the military service.

Section 3. An employee who resigns voluntarily or is discharged for just cause shall lose seniority.

Section 4. In the event of the reduction in force, lay-offs shall be by inverse order of seniority.

Section 5. It is agreed that when the Chief of Police transfers an officer within rank from one (1) shift to another for a period in excess of thirty-one (31) days, it shall be based on seniority as described in the section 1.

ARTICLE 21
UNIFORMS AND EQUIPMENT

Section 1. Each employee shall receive an annual uniform replacement and cleaning allowance of \$1450 in payable in two equal installments of 725 dollars, on the first payroll period in November, and the first payroll period in May, of each year. An employee who retires,

if otherwise eligible for the above noted allowance, shall have his next semiannual clothing allowance payment pro-rated as of the date of his retirement, it being agreed that each semi-annual payment is an arrears payment.

Section 2. All employees' clothing, damaged in the line of duty, shall be replaced by the Town, without reflecting on clothing allowance, subject to the approval of the Chief and/or the Town Administrator.

Section 3. It is agreed that these equipment items will be replaced as a result of normal wear and tear or as a result of being destroyed or damaged in the line of duty. Members of the department who are issued same will sign for them and by signing, accept responsibility for them.

Section 4. It is agreed that the Town will continue to purchase riot equipment sufficient so that each member of the department will eventually have (1) one riot helmet, one (1) riot stick and one (1) gas mask and the following equipment:

- Club ASP and Holder
- Handcuff; S&W non-hinged
- Magazines (3)
- Breast Badge
- Hat Badge
- Service weapon
- Pepper mace and holder
- Portable radio
- CPR face mask.

Section 5. Rational Replacement Policy for Soft Body armor (Bullet proof Vests).

- A. There will be an annual departmental inspection of all employees' vests, to be conducted during the mandatory fall firearms qualification by the departments, Certified Firearms Instructors. The inspection will be conducted to spot obvious signs of poor fit or unusual wear and or abuse. Any vest that no longer fits or is obviously in poor condition will be replaced.
- B. There will be a maximum five (5) year replacement cycle for all issued soft body armor vests. Every officer before entering the Massachusetts Criminal Justice Training Council's approved police academy will receive a new (unused) soft body armor vest that meets or exceeds the currently issued Second Chance, Inc. vest (initial issue).
- C. The date of the initial issue will become the Officer's anniversary date and soft body armor vests will be replaced every five (5) years from the initial date of issue until the employee is no longer employed by the Franklin Police Department.

- D. Whenever an officer is issued a new vest it must meet or exceed the previous vest in quality, technology and design. The Town agrees to purchase the most technologically advanced and superior soft body armor vests on the market, at the time of purchase.

ARTICLE 22
NIGHT SHIFT DIFFERENTIAL

All members of the Unit who work the night shift shall receive as a night shift differential an additional stipend for each week.

Effective July 1, 2015	\$66.00/week
Effective July 1, 2016	\$69.000/week
Effective July 1, 2017	\$72.00/week

For the purpose of this agreement, a night shift shall be defined as any shift with a starting-time of 3:00 p.m. through 3:00 a.m.

ARTICLE 23
PAID DETAILS

- A. Effective on Town Council funding the paid detail rate for all officers in FY16 is \$48.00 per hour for private details, plus the Town's surcharge. Beginning in FY17 the rate shall be \$49.00 per hour, in FY18 shall be \$50.00 per hour.
- B. Detail work for the Town is \$3 less per hour than the private detail rate (i.e. \$45.00/hour; \$46 beginning in FY17, \$47.00 in FY18).
- C. Details for private entities involving labor strikes shall be paid at a premium rate \$5.00 per hour (i.e. \$ 53.00/54.00/55.00 per hour).
- D. Weekend and Holiday Private Details (excluding those for school and civic organizations.) for all officers in FY16 is \$54.00 per hour for private details, plus the Town's surcharge. Beginning in FY17 the rate shall be \$55.00 per hour, in beginning in FY18 \$56.00 per hour.
- a. Weekend Hours are between 6 pm on Friday through 5 am on Monday.
 - b. The holiday is the twenty four (24) hour period starting 12:00 a.m. of that day.
- E. All extra paid details shall be for a minimum of four hours at the officer's regular detail rate of pay. Any additional uninterrupted portion of time in excess of four hours is also at the officer's regular detail rate of pay, and there will be an additional four-hour minimum that will apply.

- F. Officers who are required to work extra paid details in excess of eight hours or any portion of an hour in excess of eight hours shall be compensated at the officer's time and a half detail rate of pay.
- G. All details worked for the Town of Franklin shall be for a minimum of four hours at the current detail rate of pay. Any additional uninterrupted portion of time in excess of four hours is also at the officer's regular detail rate of pay, and there will be an additional four-hour minimum that will apply. Town of Franklin details will be recognized and only includes the following:

Town of Franklin -Department of Public Works
 Town of Franklin - School Department

Such rates to be effective as soon as practicable after the funding of this Agreement. (This article does not alter the current 4th of July Agreement). For State projects, any increases in rate will go into effect after approval by the State.

ARTICLE 24
EDUCATION INCENTIVE PAY AND REQUIRMENTS

Section 1. There shall be an Education Incentive for employees who hold degrees approved subjects from regionally accredited colleges or universities. The following major concentrations shall be eligible for the educational incentive:

- Criminal Justice (or related degree)
- Public Administration
- Business Administration,
- Sociology,
- Psychology.
- Political Science
- Computer Science

Degrees in other fields of study may be approved by the Town Administrator based on recommendation from the Police Chief.

For members who were employed by the Town prior to July 1, 2012, or transfer from communities where another department where they had been included in an educational incentive program pursuant to MGL Ch. 41 Sec 108L the payments shall be as follows:

	AS	BS	MS
FY16	\$7,674	\$14,735	\$18,418
FY17	\$7,588	\$15,177	\$18,971
FY18	\$7,740	\$15,480	\$19,350

Payments made under this section shall be made bi-weekly in the regular paycheck and shall be considered regular compensation for retirement purposes.

Section 2. Employees will be responsible for all expenses associated with the pursuit and attainment of their educational degree, including the cost of taking classes at Dean College should the current Agreement between the Town and Dean College be discontinued for any reason.

Section 3.

- a. Effective on July 1, 1994 and for all newly hired Police Officers, the Town of Franklin will require an Associate's Degree from an accredited school within sixty (60) months from graduation from the police academy. All new Police Officers hired after June 30, 1997 will be required to have an Associate's Degree from an accredited school within forty-two (42) months from graduation from the police academy. The Associates Degree is considered to be a condition of employment and failure to fulfill this requirement will result in termination from the Police Department.
- b. Employees will be responsible for all expenses beyond the free courses offered to the Town-employees at Dean College. The Town will not be responsible for any financial costs related to the education requirement should Dean College withdraw free courses.
- c. Extension of time in which to acquire the degree under this section must be requested in writing by the officer. The approval of the extension is at the discretion of the Town Administrator with the advice of the Chief of Police. Such request shall not be unreasonably withheld.
- d. Officers hired prior to July 1, 1994 will never be obligated to obtain a degree.

Section 4. College Course Tuition Reimbursement

Every employee who utilizes this benefit must submit a detailed educational plan with the Chief of Police or his designee prior to the yearly budgetary process. The last date for filing of educational plans will be determined by the Chief of Police and a notice shall be posted in a central location, easily accessible to all employees.

- Up to twelve (12) Job related courses approved in the education plan shall be approved for members of this unit in a fiscal year.
- The Town of Franklin will reimburse an employee for 50% of tuition and mandatory fees, excluding book and parking, for two college courses per semester to a maximum of six (6) per year. (3 Semesters per year, Fall, spring, and summer).
- Additional courses for an individual may be approved at the discretion of the TA, such approval to be obtained when educational plans are developed prior to the beginning of the fiscal year, but not to exceed twelve (12) to the unit as a whole. Approval shall not reasonably be denied.

- Reimbursement shall be paid upon successful completion (a grade “C” or better) of courses.

Section 5. The department will provide \$6000 per year for professional development for Sergeants.

ARTICLE 25
LIMITED CAPACITY WORK

A Police officer who is injured in the line of duty or with non-work related injuries may be reinstated to limited active employment if the following conditions are met:

- a. That the work be limited to:
 1. Prepare, type and file accident reports.
 2. Filling of details and replacement shifts and maintaining associated records.
 3. Maintain citation records
 4. Assist outgoing telephone calls
 5. Assist in control room as needed, not including serving as the principal dispatcher.
 6. Assist Court Officer and /or detectives with records and reports.
 7. Maintain and update police records, e.g. teletype information and warrants.
- b. That the limited capacity work exclude injuries related to contagious diseases.
- c. That the determination of Eligibility for Limited Capacity Work or Fitness for work may be determined by a Medical Professional who is a specialist in the Field designated by the officer. The Town may seek another opinion from a Medical Professional of its choice who must be a specialist in the field of medicine involved. If no disagreement exists the officer may be returned to regular work, Limited Capacity Work or continue to be on medical leave. In the event of a disagreement between the officer’s Medical Professional and the Town’s Medical Professional, both Medical Professionals may select a third Medical Professional who must be a specialist in the field of medicine involved. This third Medical Doctor will examine the officer and render an opinion in the officer’s fitness for Limited Capacity Work, regular duties or continued convalescence, and this opinion shall be binding on all parties. Until the opinion of this third Medical Doctor is rendered, the officer will remain on injured leave. The cost for the third Medical Professional services and opinion will be borne by the Town.

- e. Injured officer must submit certification from his/her Medical Professional stating officer's fitness for work.
- f. While on Limited Capacity Work, said employee will be on an administrative work schedule of five (5) days on two (2) days off to mirror the Administrative Staff Schedule of the Police Department. Holidays will be taken and paid on the same schedule as other Administrative employees.
- g. Employees working with Limited Capacity are not eligible for overtime or details.

ARTICLE 26
DRUG POLICY

Section 1. General

- a. The Town of Franklin has a strong commitment to its employees to provide a safe work place and to establish programs promoting high standards of employee health. Consistent with the spirit and intent of this commitment, the Town of Franklin has established this policy regarding drug use or abuse. Quite simply, our goal will continue to be one of establishing and maintaining a work environment that is free from the effect of drug use.
- b. Police officers are very visible and active members of the community. They are inescapably identified with the Town of Franklin and are expected to represent it in a responsible and creditable fashion. Our officers reflect credit upon themselves and the Town of Franklin, which they represent.
- c. While the Town of Franklin has no intent of intruding into private lives of its employees, the Town of Franklin does expect employees to report for work in condition to perform their duties. The Town recognizes that the employee's off-the-job as well as on-the-job involvement with drugs can have impact on the work place and on our ability to accomplish our goal of a drug free environment.

Section 2. The parties agree to the following Town of Franklin policy:

- a. The illegal use, sale or possession of narcotics, drugs, or controlled substances, either on the job or on Town property is a serious offence, which warrant discharge. Any illegal substance will be turned over to the appropriate law enforcement agency.
- b. Officers who are under the influence of narcotics, drugs or control substances, either on the job or when reporting for work, have the potential for interfering with their own, as well as co-worker's safe and efficient job performance. Consistent with existing Town of Franklin practices, such conditions may be

proper cause for administrative action up to and including termination of employment.

- c. Off-the-job illegal drug activity is proper cause for administrative or disciplinary action up to and including termination of employment. In deciding what action to take, management will take into consideration the nature of the charges, the employee's present job assignment, and the employee's record with the Town, and other factors relative to the impact of the employee's arrest upon the conduct of Town of Franklin business.
- d. Some of the drugs which are illegal under federal, state or local laws include, among others, marijuana, heroin, cocaine, hallucinogens, and/or depressants not prescribed for current personal treatment by a licensed physician.
- e. Officers are expected to follow any directions of their health care provider concerning prescription medication and must immediately notify their supervisor if any prescriptions drug is likely to have an impact on job performance. In addition, notification must be given at the time of testing or screening as to any drugs or medicine being taken, provided, however, in cases of a first positive result, notice of such drugs or medicine may be given within 24 hours of the officer's notice of the test result.
- f. Any officer, while on Town property or during that officer's work shift, including without limitation all breaks and meal periods, who consumes or uses, or is found to have in his or her personal possession, in his or her locker or desk or other such repository, drugs, which are not medically authorized, or is found to have used or to be using such drugs, will be immediately subject to suspension or other administrative action consistent subject to suspension or other administrative action consistent with Mass. G.L. c. 31. If use or possession is substantiated, disciplinary action, up to and including discharge, may be imposed.
- g. The possession or consumption of alcohol while on duty, including without limitation all breaks and meal periods, or the consumption of alcohol prior to reporting to duty so as to impair the officer's ability to perform his duties, is expressly prohibited by the Town of Franklin and is proper cause for administrative or disciplinary action up to and including termination of employment. In deciding what action to take, management will take into consideration the nature of the charges, the employee's present job assignment, and the employee's record with the Town, and other factors relative to the impact of the employee's conduct upon the conduct of Town of Franklin's business.
- h. Any conduct on the part of an employee resulting from the use of alcohol off-duty that results in the employee's arrest or results in a negative impact upon the conduct of Town of Franklin business is expressly prohibited by the Town of Franklin and is proper cause for administrative or disciplinary action up to and including termination of employment. In deciding what action to take,

management will take into consideration the nature of the charges, the employee's present job assignment, and the employee's record with the Town, and other factors relative to the impact of the employee's conduct upon the conduct of Town of Franklin's business.

- i. Any officer who voluntarily requests assistance in dealing with a personal drug or alcohol problem may participate in the Employee Assistance Program (EAP) without jeopardizing his or her continued employment with the Franklin Police Department by reason of such request or participation. Because the program is being offered confidentially, an officer may utilize the program without the Town's knowledge. If an officer chooses to notify the Town or request assistance from the Town regarding a drug problem, that notice or request will not jeopardize his or her continued employment, provided the officer stops any and all involvement with the substance being used, and maintains adequate job performance and proper conduct. While the EAP is a valuable source in dealing with personal problems, participation in the program will not prevent disciplinary action for a violation of this policy.
- j. This policy is meant to apply to all sworn officers of the Franklin Police Department, from police officers to Chief, and the term "officer" shall have that definition wherever it is used in this policy.
- k. This statement is to clarify the Town of Franklin's operational stance and to provide for prompt, effective reaction to any drug related situation, which has or could have any impact on operations. It does not alter in any way the policy of assisting officers in securing proper treatment or extending the coverage of health benefits plan as indicated for other drug dependencies.

Section 3. Testing For Drugs.

- a. It is policy of the Town of Franklin to conduct drug testing of Police Officers, where there is probable cause to do so.
- b. Where the Chief of Police has probable cause to believe that an officer is under the influence of a controlled substance while on duty, the Chief may require the police officer to submit a test sample for drug screening by means of urine analysis to detect the presence of non-prescribed drugs or controlled substances.
- c. The affected officer may initiate a review of the Chief's directive. If requested, a special panel shall review the Chief's directive. The panel shall consist of the Town Administrator, one ranking officer appointed by the Chief, and one officer appointed by the Union with, other than the Town Administrator, no individual to serve on consecutive panels for review of drug testing directives. To facilitate review, the Chief shall set forth the basis for probable cause in writing immediately after he determines that probable cause exists. The review shall be based upon the written probable cause statement. The purpose of review is to

decide only whether the Chief had reliable information, at the time he requested the sample, to establish probable cause to request a screening. The panel will meet and have the right to request corroborating information that the Chief has, if any, in order to assist their review. The panel shall also consider any exculpatory information that is available including any explanation of information regarding the use of prescribed or non-controlled substances, or the exposure to controlled substances. The special review shall be conducted and concluded within twenty-four (24) hours of the time the Chief required the test sample, or as soon thereafter as is practicable.

- d. If the special review panel concludes that the Chief had probable cause to believe that the officer was under the influence of a controlled substance that was not lawfully taken or the result of an accidental exposure, then such testing shall be conducted. If the panel finds that the probable cause did not exist, the sample shall not be tested and shall be destroyed. The panel's determination that the Chief lacked probable cause at the time of his initial determination shall not by itself preclude a subsequent order to test based upon additional information received after the initial determination.
- e. At the time the test sample is provided by the officer, an original non-tested sample will be given to the officer whether or not testing is conducted by the Town.
- f. The Medical Review Officer shall give the results of the drug-screening test to the Chief of Police and the officer only after compliance with the entire drug testing procedures set forth in the section on conducting tests below. In order for any test results to be accepted, the Town must demonstrate that the chain of custody of any samples has been preserved. A failure to establish chain of custody shall cause the test results to be discarded, and shall render the test result a nullity, and of no consequence of effect.
- g. Where the Chief has made a probable cause finding under this section, he may place an officer on paid administrative leave pending the results of the drug test or take other action consistent with the law. The officer shall be immediately returned to duty and any other positions or assignments, which he had prior to the drug test if the result is negative, if the review finds a lack of probable cause, if the test is invalidated for any reason, or if the test results remain unavailable after five days.
- h. If subsequent to the Chief ordering a probable cause drug test, the test result is negative, the review panel finds a lack of probable cause, or the test is invalidated for any reason, the officer shall be immediately returned to duty and to any assignments or positions, which he had prior to the drug test. The officer shall be fully compensated for any lost income. The test and probable cause finding shall thereafter be discarded and shall be considered a nullity and of no consequence or effect.

Section 4. Procedure After A Positive Test.

- a. In the event the test is positive for any non-prescribed drug of an addictive incapacitating nature or any controlled substance, the Chief shall require the officer to take a leave of absence subject to the following terms: The officer must meet with a substance abuse professional within five days for the purpose of developing an appropriate treatment plan, and must begin that treatment program as soon as practicable thereafter. The officer shall remain on leave for a period of ninety days (90) days or until the officer produces a detailed physician's report that the officer is able to return to work and is rehabilitated from any substance abuse, whichever is sooner. Such leave may be extended for an additional ninety (90) days period if prior to the end of the first ninety-day period, the officer produced a detailed physician's report that such leave should be extended to enable the officer to return to work and to be rehabilitated from any substance abuse. During the period of such leave, the officer may use any accumulated leave, and if none is available or it becomes exhausted, he may continue on unpaid leave. If an officer is unable, at the end of the extended leave, to return to work or has not been rehabilitated from any substance abuse, the Town may consider the officer unable to work and may take such action as it deems necessary. During the period of any leave under this section, and officer shall not accumulate vacation leave, but may accumulate sick leave for any period he is using his own sick leave to maintain his status on the payroll.

- b. The Town reserves the right to impose disciplinary action for a first instance of positive drug screening subject to the following: Such discipline shall be subject to all civil service and grievance and arbitration rights of the officer and shall be based on principles of progressive discipline taking into account the officer's record, any prior offenses, and the seriousness of the instant drug offense. Prior to the officer's admission to treatment, or as soon as possible thereafter, the Chief shall notify the officer of his intent, if any, to impose discipline for the positive drug screening, or to recommend such discipline to the Town Administrator. Any such disciplinary action shall be stayed during the period of leave, and for a period of up to six (6) months following the return of the officer following leave. If any officer successfully completes such six-month period without any offense of any kind, the Chief shall not impose or recommend discipline for the drug offense. If the officer commits any offense of any kind during the six-month period, the Chief may proceed to impose such discipline, in addition to any discipline applicable to the subsequent offenses. The appeal period for purposes of Civil Service and grievance and arbitration procedures shall commence on the date of imposition of such discipline and not at the time of notice of the intent to impose discipline. Nothing about this policy shall be construed as waiving any rights of an officer or the Union to contest the imposition of any discipline, compliance with the testing process or the validity of results through grievance and arbitration or civil service as the officer or the Union may deem appropriate.

- c. Return to Duty and Follow-up: An officer who has violated the prohibited drug standards shall be tested for drugs prior to his/her returning to performing police officer duties. Follow-up tests are unannounced and up to six (6) tests may be conducted in the first 12 months after the officer returns to duty. The Town of Franklin agrees to bear the expense of the six (6) follow-up tests.
- d. On or about the date one year following an officer's return to work from leave, the officer shall submit a test sample for drug screening by means of blood analysis to be paid for by the Town.
- e. Officers who have returned to work under these conditions and who subsequently test positive for drugs shall be subject to discharge, with any appeal limited to: (1) the factual issue of the positive test, (2) the issue of procedural compliance, and (3) in cases where ten or more years have passed since an officer's return to duty from substance abuse rehabilitation, and discharge is the penalty, the appeal may include consideration of exemplary service to the Town of Franklin.
- f. If subsequent to a positive drug test, the test result is invalidated for any reason, the officer shall be immediately returned to duty and to any assignments or positions, which he/she had prior to the drug test. The officer shall also receive back salary. The positive drug test shall thereafter be discarded and shall be considered a nullity and of no consequences or effect.

Section 5. Procedures for Conducting Tests.

- a. Drugs – Drug testing is conducted by analyzing the officer's urine specimen, and must be conducted through a U.S. Department of Health and Human Services certified facility. The Town will select a professional company with experience in the collection of urine samples for drug tests. That company will comply with Department of Transportation Regulations intended to insure the accuracy and confidentiality of the test results and the fair and respectful treatment of the person that is being tested. The company will use specimen collection procedures and chain of custody requirements, which ensure that the specimen's security, proper identification and integrity are not compromised. These will include tamper proof seals on collection containers and coding the containers to identify the individual tested without using the individual's name. If there is a failure to follow any of these procedures, the test will be declared a broken chain of custody and cancelled. Samples will be collected by the company in a private location.
- b. Split specimen procedures will be used whereby each urine specimen is subdivided into two bottles labeled as primary and split. Both bottles are sent to the laboratory. Initially, only the primary specimen is opened and used for urinalysis. The split specimen remains sealed at the laboratory. If the analysis of the primary specimen confirms the presence of illegal controlled substances, the officer may have the split specimen sent to another DHHS certified laboratory of his/her own choosing for analysis. A request for testing of a split sample should

be made within 72 hours of the time he is notified of the positive results, but in no event more than 120 hours after notice of such results.

- c. Testing is conducted using a two-stage process. First, an immunoassay screening test which meets the requirements of the Food and Drug Administration for commercial distribution is performed using gas chromatography/mass spectrometry for each identified drug. Sophisticated testing requirements shall ensure that over-the-counter medications or preparations are not reported as positive results. If the test is positive for any opiate, further testing will be performed to confirm that the substance is a true opiate. Only results that are still positive after all tests are complete will be reported to the MRO.
- d. All tests are reviewed and interpreted by a physician designated as a medical review officer (MRO) before they are reported to the Employer. If the laboratory reports a positive result to the MRO, the MRO will contact the officer and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen. For all the drugs listed above, except PCP, there are some limited, legitimate medical uses that may explain a positive test result. If there is an accidental exposure, or the test is deemed invalid for any other reason, the test will be reported to the Town as a negative result. A test will be reported as positive only after all of these procedures have been complied with and testing of the split sample has confirmed a positive result.
- e. It is agreed that all parties will make every effort to protect privacy and confidentiality, and that there is no intention to waive any employee's constitutional rights in the establishment of these procedures.
- f. Any material failure to follow the procedures set forth in this article, which affects the reliability or validity of the test shall cause it to be considered invalid. In the event there is such a failure, the burden of proof shall be on the Town to show by a preponderance of the evidence that the failure did not affect the reliability or validity of the test result. Absent such showing, the samples shall thereafter be destroyed, and the test shall be considered negative for all purposes.

Section 6. Refusal to Participate /Tampering.

- a. Any refusal to participate in any of the drug tests authorized in this contract will be treated as indicative of a positive result.
- b. If there is any evidence that an officer engaged in sample tampering, such conduct shall be treated as a refusal to participate in testing for purposes of imposing discipline.

Section 7. Information and Training.

- a. All current and new officers will receive written information and training about the testing requirements and how and where they may receive assistance for drug misuse. All officers must receive a copy of this policy and receive the Confirmation of Receipt.
- b. All lieutenants and above in the Police Department must attend training on drug misuse, symptoms and indicators used in making determinations for reasonable suspicion testing.

Section 8. Record Keeping.

- a. The Town is required to keep detailed records of its drug misuse prevention program.
- b. An officer's drug testing records are confidential. Test results and other confidential information may only be released to the Town's agents with a need to know, the substance abuse professional, the MRO, and any arbitrator or hearing officer of a grievance filed in accordance with this policy. Any other release of this information may only be made with the officer's consent.

ARTICLE 27 **INJURED LEAVE**

Section 1. Employees shall promptly report all work related injuries and, within five (5) days of a claim for injured on duty leave, shall endeavor to provide a "Summary Medical Report" from a treating physician which includes a diagnosis, prognosis, probable period if incapacity and nature of treatment if these are known.

The employee shall notify the Chief or his designee of any hospitalization or planned surgery or other substantial change in condition, within reasonable time.

The inadvertent or unavoidable failure to comply with the above requirements shall not automatically render the employee ineligible for injured leave.

Section 2. Employees shall be eligible for injured leave in accordance with Mass. G.L. c.41 §111F, appellate cases construing its provisions, and analogous provisions of Mass. G.L. c. 152.

Section 3. An employee who is claiming or receiving injured leave pay may be required to undergo an examination by a physician or other qualified provider to determine the nature and extent of any claimed or suspected incapacity, the likely cause, and the prognosis for recovery and return to duty. The employee shall execute a written release of any and all medical records, pertinent to the claimed or apparent incapacity, to the Town Administrator, Chief of Police,

designated legal counsel, and any designated physician or other qualified provider who has a "need to know" such information in order to make any decision concerning employment status or claimed leave of absence. The Town shall pay the fees for the exam.

Section 4. A. The Town will continue the employee's health benefits coverage during an approved FMLA period. The employee will continue to accrue holiday, vacation and sick leave credits during the FMLA leave. After the later of FMLA or the employee exhausts all accrued leave, there will be no further accrual of sick or vacation, or payment for holidays. Seniority, however will accrue during the term of the leave. An employee taking such leave is entitled to be restored to the position held by the employee when the leave commenced, and will be entitled to any other benefits the employee would have accrued had he/she not taken family leave. The Town may designate extended leave as Family Medical Leave, when appropriate.

Section 5. Employees on OJI more than six (6) months shall cease accruing sick leave, vacation and personal leave until they return to active duty.

Section 6. An employee on OJI is not eligible for the sick leave incentive until he/she has returned to unrestricted duty work for a full four month period. (See Article 19, Section 7.)

ARTICLE 28 PARENTAL LEAVE AND PREGNANCY POLICY

Section 1. Parental Leave

- a. The Chief of Police shall grant to a full-time officer seeking parental leave, a request to be allowed an unpaid leave of absence for up to twelve (12) weeks following the birth or adoption of a child as provided in the Family and Medical Leave Act of 1993 (FMLA).
 1. An officer requesting parental leave, where the need for leave is foreseeable, shall be required to provide written notice of his/her need for such leave at least thirty (30) days prior to the expected period of leave as well as written notice of his/her expected date of return. The notification shall include the anticipated due date or adoption date. This section shall not apply to officers requesting parental leave of children born prematurely. However, an officer of a child who is born prematurely shall provide written notification of his/her need for such leave at least fourteen (14) days after the birth of the child.
 2. An officer taking parental leave under the FMLA may use ten (10) sick days of accrued sick time, then shall be required to utilize holiday and

personal time, and compensatory time off before any non-paid time off is utilized.

- b. Officers requesting leave under the terms of the FMLA of 1993 prior to the birth of a child or following the birth of a child due to the officer's incapacity, as a result of an order by her physician which would prohibit her from performing all aspects of her current assignment or alternative duty assignment, shall be allowed to use her accrued sick time before utilizing any vacation, holiday, personal or compensatory time off.

Section 2. Notification of Physical Restrictions

- a. No Police Officer shall be required to disclose her pregnancy except in accordance with the policy stated herein. All information relating to the pregnancy obtained in accordance with this agreement shall remain confidential.
- b. The Police Officer shall immediately notify the Chief of Police if at least one of the following conditions exists:
 - 1. The officer has been given physical restrictions or limitations by her physician which prohibit her from performing all aspects of her current assignment; or
 - 2. The officer requests any modifications, exemption, or leave from her assigned duties.
- c. No later than fifteen (15) days of such written notification, the officer shall present to the Chief of Police a letter from her attending physician or obstetrician which shall set forth any restrictions or limitations which prohibit her from performing all aspects of her current assignment, including complying with uniform and equipment requirements. In addition, the letter shall set forth the anticipated duration of the officer's disability, anticipated date for returning to work, the name, phone number and address of the attending physician or obstetrician, and any other information that the officer or obstetrician believes would be of assistance to the Department.
- d. No action shall be taken by the Chief of Police with respect to the officer's current assignment unless the officer so requests or presents a letter from her physician or obstetrician which specifies restrictions or limitations on her ability to perform her current assignment.
- e. Once the restrictions or limitations placed upon the officer by her physician or obstetrician no longer exist, the officer shall present to the Chief of Police a letter from her physician or obstetrician clearing her to return to her original assignment.

Section 3. Alternative Duty.

- a. Any officer may request in writing an alternative duty assignment while pregnant, due to the potential risk to the fetus. Alternative duty shall consist of such assignments, duties and positions as the officer is capable of performing consistent with restrictions or limitations placed on her by her attending physician or obstetrician. Such alternative duty may include limitations on contact with prisoners, with the public in an enforcement capacity, or assignment to dangerous duty such as riots, except as emergency situations may arise which requires the immediate response of that officer.
- b. Shift re-assignment may be required based on available duty, department staffing and safety levels. Alternative duty shall be compensated based on the duties and shift assignment, but shall not affect the officer's existing benefits, opportunities for overtime consistent with restrictions or limitations placed on the officer by her attending physician or obstetrician, or paid details consistent with restrictions or limitations placed upon the officer by her attending physician or obstetrician.
- c. The Chief of Police or his designee, taking into consideration the pregnant officer's current assignment and duties, and the current needs and staffing of the department, shall make determination of an alternative duty assignment. Eligibility for an alternative duty position does not entitle the officer to be transferred to a different position or unit within the Department. Alternative duty may be in the form of modified duties and/or an altered work shift at the request of the officer and consistent with any restrictions or limitations set forth by her attending physician or obstetrician.

Section 4. Range Qualification.

- a. Due to the potential risk to the fetus, an officer who has notified the Department of her pregnancy in accordance with this policy shall be exempt from live-fire weapons qualification requirements during the course of her pregnancy.
- b. Upon return to work, the officer's exemption shall cease, and she shall be required to qualify in accordance with the existing firearms qualification of the Department.

Section 5. Both Parents Employees.

If both parents work for the Town of Franklin and each wishes to take time off for the birth the child, they may take a combined total of twelve weeks of leave.

ARTICLE 29
HEALTH AND SAFETY COMMITTEE

A health and safety committee consisting of three (3) members of the Franklin Police Sergeants Union, shall meet with the Chief of Police, or his designee, at least every 3 months or when requested by either party to make recommendations for improvements of the general health and safety of employees. The discussions will be a mutual exchange of opinions, ideas, and concerns of the Association and the Chief. These discussions will include, but not be limited to, officer stress, critical incident debriefings, morale, rules and regulations, policy and procedures, and equipment issues. Upon agreement by the Chief and the committee members, the Town shall endeavor to provide efficient and safe equipment, material, training and health support to protect the health and safety of the employees.

ARTICLE 30
Withdrawal from Civil Service

It is acknowledged that the Town has withdrawn from Civil Service and future promotions into the ranks of Sergeant and Lieutenant will be handled by a process based on Attachment A. The cost of the promotional test will be paid by the department. Employees will be responsible for purchasing books and study materials.

ARTICLE 31
DURATION

This Agreement shall be in full force and effect from July 1, 2012 to and including June 30, 2015.

This Agreement shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party on or before the first day of January prior to expiration.

Signed this _____ day of _____

Town of Franklin,
By its Town Administrator

Franklin Police Sergeants Union

Jeffrey D. Nutting

Franklin Police Department
Police Sergeant
Pay Schedule

Police Sergeant
Per Period Pay

FY16 \$2,882.75

FY17 \$2,907.43

FY18 \$2,965.58

Officers working for the Town of Franklin as of June 30, 2012 will receive the benefits of Current Sergeants when promoted to rank.

New Promotions - New Employee hired after June 30, 2012

	Step 1	Step 2	Step 3
FY16	\$2,582.18	\$2,683.02	\$2,787.90
FY17	\$2,659.65	\$2,763.51	\$2,871.54
FY18	\$2,712.84	\$2,818.78	\$2,928.97

STIPENDS

Per week

DETECTIVES (WEEKLY)	\$50.00
COURT PROSECUTER	\$50.00
ADMINISTRATIVE SERGEANT	\$50.00
JUVELNILE OFFICER	\$50.00
COMMUNITY SERVICE OFFICER	\$50.00
K-9 OFFICER	\$50.00
COMPUTER SPECIALIST	\$50.00
MOTORCYCLE OFFICER	\$50.00

ACCIDENT RECONSTRUCTIONIST	\$25.00
FIREARMS INSTRUCTOR	\$25.00
ARMORER	\$25.00
PHOTO/PRINT OFFICER	\$25.00
FIELD TRAINING OFFICER	\$25.00
MDT COORDINATOR	\$25.00
MEDICAL EQUIPT. COORDINATOR	\$25.00

ATTACHMENT A

This policy applies to promotions *for sworn personnel only*.

Our department's commitment to developing employees to take on increasing levels of authority, responsibility and leadership is embodied in promotions. Eligible candidates have an opportunity to apply and participate in the promotion process as set forth in this policy.

Promotions are based upon the merits of the individuals and their personal performance in the promotion process, and never on favoritism or seniority alone. A promotion is an investment in the future, not only for the department, but also for the employees who will be supervised and guided by the promoted member.

Policy:

It is the policy of this department to recommend promotions based upon an employee's training, experience and merit. The Town Administrator is the Appointing Authority.

No employees will be denied promotion based upon any discriminatory criteria, including, but not limited to, their sex or sexual orientation, race, religion, nationality or union membership.

Procedures:

Promotions of sworn personnel to the rank of Police Sergeant or Police Lieutenant are processed under the direction of the Human Resources Director. His/her duties shall include:

Posting written announcements of any scheduled promotional opportunities;

1. Coordinating with any companies or consultants contracted to participate in the promotion process;
2. Protecting the integrity of the promotional process by ensuring that all promotional materials, documents, scores, and completed evaluations remain confidential and kept in a secure location; and
3. Maintaining copies of active promotion lists.

Testing and scoring materials shall not be left unattended for any period of time. Materials not under the immediate and direct control of a person authorized to possess them shall be kept in a secure area approved by the Human Resources Director.

Promotional materials shall be retained for the officer's duration of employment. These include:

1. Interview questions and score sheets; and
2. Assessment Center questions, exercises, evaluations and other related materials;

Notice of a Promotional Exam

The Chief, or his/her designee, shall advise all affected personnel of an upcoming promotional exam no less than 180 days in advance of the test date by:

1. Immediately posting the notice in a prominent place; and
2. Forwarding the notice to supervisors to be read at roll call.

Officers out sick or injured, on administrative or other leave, or on active military duty, or otherwise not likely to receive notice shall be mailed a copy of the examination notice.

A reading list of text books will be maintained and available to all personnel. The reading list will not be changed less than 180 days prior to an exam. Questions on case law and statute law will not take into account law changes occurring fewer than 90 days prior to the exam.

Eligibility

To be eligible for promotion to the rank of Sergeant the candidate must be a permanent member of this department with a minimum of three years of completed service as a full-time Patrol Officer or Detective. To be eligible for promotion to the rank of Lieutenant the candidate must be a permanent member of this department with a minimum of two years of service as a Sergeant.

For promotions to Sergeant taking place after 2013, an associate's degree will be required.

Promotional Examination for the Rank of Sergeant

An exam for Police Sergeant will be given every three years if five (5) patrolmen sign up to take the scheduled exam. The exam will be considered valid if three (3) patrolmen pass the exam with a score of seventy (70) or higher. In the event that less than three (3) patrolmen, after lowering the passing grade of the exam to seventy (70), pass the exam, another exam will be given within one (1) year of the previous exam date.

If another exam is held because less than three (3) patrolmen achieved a grade of seventy (70) or above, those patrolmen who passed the original exam with a score of seventy (70) or higher shall have the option of "holding" their grade and will not be required to take the next exam. Their grade shall be counted and applied to the scores of the second exam. Patrolmen who choose to "hold" their grade shall make this known to the Human

Resources Director by way of a written notice at least 14 days prior to the date of the new exam.

The exam will be pass/fail. Passing the exam will admit candidates to the next phase of the promotion process, where their scores may be considered as one of the factors in promotion.

Promotional Examination for the Rank of Lieutenant

A promotional exam for the rank of Lieutenant will be given every three years if three (3) sergeants sign up to take the scheduled exam. The exam will be considered valid if two (2) sergeants pass the exam with a score of seventy (70) or higher. In the event that less than two (2) sergeants, after lowering the passing grade of the exam to seventy (70), pass the exam, another exam will be given within one (1) year of the previous exam date.

If another exam is held because fewer than two (2) sergeants achieved a grade of seventy (70) or above, any sergeant who passed the original exam with a score of seventy (70) or higher shall have the option of "holding" their grade and will not be required to take the next exam. Their grade shall be counted and applied to the scores of the second exam. Sergeants who choose to "hold" their grade shall make this known to the Human Resources Director by way of a written notice at least 14 days prior to the date of the new exam.

The exam will be pass/fail. Passing the exam will admit candidates to the next phase of the promotion process.

Assessment Centers

Assessment centers may be used as part of the promotional process to rank each candidate.

Candidate Interviews

An oral board approved by the Human Resources Director will conduct candidate interviews. The Board will include the Town Administrator and/ or his/her designee and the Police Chief and his or her designees. Interviews shall be conducted from a prepared list of questions and the board will rate responses.

Candidate Selection

The Chief of Police shall make a recommendation for promotion from the list of eligible candidates based on the following criteria:

1. Job related experience;

2. Performance evaluation in his/her present position (including contributions to the department);
3. Results of Assessment Center
4. Attendance record
5. Supervisory evaluation of the employee's promotion potential;
6. Sick leave record;
7. Formal education;
8. Training and education through career development;
9. Disciplinary record of the employee;
10. Attitude toward the department and police work; and
11. Work ethic and initiative.

Final Selection

The Town Administrator is the appointing authority and shall determine the final selection of a candidate for promotion. There will be a promotional probationary period of one year for all new appointments.